CONTRACT BETWEEN

THE FLORIDA DEPARTMENT OF CORRECTIONS

AND

CENTURION OF FLORIDA, LLC

This Contract is between the Florida Department of Corrections ("Department" or "FDC") and Centurion of Florida, LLC ("Contractor"), which are the parties hereto.

WITNESSETH

Whereas, the Department is responsible for the inmates and the operation of, and supervisory and protective care, custody, and control of, all buildings, grounds, property, and matters connected with the correctional system per Section 945.04, Florida Statutes (F.S.);

Whereas, per Section 945.6034 (1), F.S., the Department "is responsible for developing a comprehensive health care delivery system and promulgating all department health care standards. Such health care standards shall include, but are not limited to, rules relating to the management structure of the health care system and the provision of health care services to inmates, health care policies, health care plans, quality management systems and procedures, health service bulletins, and treatment protocols."

Whereas, the Department is currently responding to the COVID-19 public health emergency, which has constrained resources and significantly impacted the healthcare market and delayed normal healthcare operations;

Whereas, budget resources must be allocated and utilized effectively, and the Department will work closely with the Contractor to ensure that care is provided to the inmate population in a manner that meets constitutional requirements while finding operational efficiencies that optimize the use of available funding;

Whereas, to maximize competition and ensure there is no service lapse, the Department must continue a contractual relationship with the current Contractor while the market returns to "normal" operational conditions where a reasonable price for future healthcare contracts can be obtained through the competitive procurement process; this Contract is entered into under Sections 287.057(3)(e)(5), F.S. and 945.025, F.S., which exempts health care services of competitive bidding requirements; and

Whereas, the Contractor is a qualified and willing participant with the Department to provide comprehensive healthcare services to the Department's inmates housed at the Department's correctional institutions 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 July 1, 2022, and shall end at midnight on June 30, 2023.

B. Contract Renewal

There is no renewal period for this Contract.

II. CONTRACT

A. Contract Document

This Contract and all attachments and exhibits and all attachments and exhibits to Contract No C2930, including but not limited to ITNs #ITN-17-185, #15-FDC-112, #ITN-17-168, and #15-FDC-113, the Contractor's Best and Final Offers (BAFOs), and its original responses to the referenced ITNs contain all the terms and conditions agreed upon by the parties.

In the event of any conflict in language among these documents, the Contract will govern.

B. Definitions

The terms used in this Contract, unless the context otherwise clearly requires a different construction and interpretation, have the following meanings:

1. **American Correctional Association (ACA):** An international accreditation entity that establishes national standards for and conducts audits of correctional programs to assess their administration and management, the facility, operations and service, Inmate programs, staff training, medical services, sanitation, use of segregation and detention, incidents of violence, crowding, offender activity levels, and provision of basic services which may impact the life, safety, and health of Inmates and staff.

2. **Americans with Disabilities Act (ADA):** Legislation that prohibits discrimination based on disability, which can be found in the Code of Federal Regulations (C.F.R.) at 28 C.F.R. Parts 35 (Title II) and 36 (Title III).

3. **Bio-Psycho-Social Assessment (BPSA):** An assessment including a summary of factors essential to diagnosing mental health disorders and is the first step in the treatment planning process and is completed before the ISP.

4. **Business Day:** 8:00 a.m. to 5:00 p.m., Eastern Time (ET), excluding weekends and State holidays.

5. **Clinician:** A Florida-licensed Physician, Advanced Practice Registered Nurse (APRN), Physician's Assistant (PA), Dentist, Psychiatrist, Psychiatric APRN, or other service providers described in Attachment A.

6. **Comprehensive Program Evaluation:** An in-depth Contract compliance monitoring conducted a minimum of once per fiscal year by the Department's Contract Monitor, or designee, completed to document the Contractor's compliance with the terms of the Contract and to evaluate overall program functioning. The frequency of monitoring will be at the discretion of the Contract Manager per Department procedures, with adequately functioning programs being monitored less frequently.

7. **Contract:** The resulting agreement between the Contractor and the Department.

8. **Contract Manager:** The person identified by the Department, or their designee, responsible for performance oversight and operational management of the Contract. The Department's Contract Manager is designated in this Contract.

9. **Contract Monitor:** The Department employee designated to monitor Contract compliance and to coordinate actions and communications between the Department and the Contractor as related to Contract performance.

10. **Contract Non-Compliance:** Failure to meet or comply with any requirement or term of the Contract.

11. **Contractor:** Centurion of Florida, LLC or Centurion.

12. **Corrective Action Plan (CAP):** A Contractor's written comprehensive plan to remedy deficiencies discovered in the course of Contract monitoring or discovered at any time during the term of the Contract.

13. **Deliverables:** Those services, items, or materials provided, prepared, and delivered to the Department in the course of Contract performance.

14. **Dentist:** Florida-licensed or Board of Dentistry-approved Dentist, as described in Attachment A.

15. **Department:** Florida Department of Corrections, or FDC.

16. **Health Care Equipment:** Any piece of equipment with a unit cost exceeding $5,000 used to provide health care services.

17. **Health Care Supplies:** All health care equipment and consumable items utilized in the provision of comprehensive health care services with an individual unit cost under $1,000.

18. **HIPAA:** The Administrative Simplification provisions of the Health Insurance Portability and Accountability Act of 1996 (HIPAA, Title II), including requiring the Department of Health and Human Services (HHS) to establish national standards for electronic healthcare transactions and national identifiers for providers, health plans, and employers. It also addresses the security and privacy of health data.

19. **Individualized Service Plan (ISP):** A dynamic, written description of an inmate's mental health problems, goals, and services, developed and implemented by an MDST and the inmate patient.

20. **Inmate(s)/Patient:** An individual under the custody, care, and control of the Department and receives healthcare services under this Contract.

21. **Isolation Management Room (IMR):** a cell in an infirmary or inpatient mental health unit certified as being suitable for housing those with acute mental impairment or those at risk for self-injury.

22. **Licensed Nurse:** A Florida-licensed Registered Nurse (RN) or Licensed Practical Nurse (LPN), as described in Attachment A.

23. **Major Institution:** A correctional institution or prison that houses inmates in the custody of the Department and oversees or supervises satellite facilities such as Annexes, Work Camps, Re-Entry Centers, Road Prisons, and Community Release Centers. A warden oversees each major institution and assigned satellite facilities.

24. **Observation Cell (OC):** A confinement cell that has been certified as meeting the housing and safety criteria of "Isolation Management Rooms and Observation Cells," in Procedure 404.002.

25. **Offender Based Information System (OBIS):** The Department's official record-keeping system on Inmates.

26. **Officer-in-Charge (OIC):** The Department's Correctional Officer Captain or Correctional Officer Lieutenant responsible for the operations and activities of a shift.

27. **Outside Hospital:** A community-based hospital, not the Department's Reception and Medical Center Hospital.

28. **Parent Institution:** The major institution assigned to supervise particular units such as annexes, re-entry centers, work camps, and community release centers. For example, the Reception and Medical Center (RMC) serves as the Parent Institution to RMC West Unit, RMC Work Camp, and the Memorial Hospital Jacksonville secure hospital unit.

29. **Physician/Doctor:** Medical provider, as described in Attachment A, with an active license to practice as a Medical Doctor or Doctor of Osteopathic Medicine in Florida.

30. **Prison Rape Elimination Act (PREA):** 28 C.F.R 115, National Standards to Prevent, Detect, and Respond to Prison Rape, under the "Prison Rape Elimination Act of 2003." The Act provides for analysis of the incidence and effects of prison rape in federal, state, and local institutions and for information, resources, recommendations, and funding to protect individuals from prison rape.

31. **Private Correctional Facilities:** Facilities that house inmates under the Department's custody and control that are operated by private companies through contracts with the Florida Department of Management Services (DMS). There are currently seven (7) Private Correctional Facilities in Florida.

32. **Pro Re Nata (PRN):** when necessary or as needed, typically used regarding medication administration

33. **Psychiatrist**: A medical provider, as described in Attachment A, specializing in diagnosing and treating mental illness; with an active license to serve as a psychiatrist within Florida.

34. **Psychologist**: A mental health services provider, as described in Attachment A, with an active license to provide psychological services within Florida.

35. **Registered Nurse (RN):** Nursing services provider, as described in Attachment A, with an active license to practice nursing as an RN in Florida.

36. **Requestor:** Individuals inquiring on healthcare matters on behalf of an inmate. These individuals can range from family members, friends, personal representatives, elected officials, the Executive Office of the Governor, Correctional Medical Authority, and media.

37. **Satellite Facilities:** Smaller units that house inmates under the Department's custody and control, including Work Camps, Re-Entry Centers, Road Prisons, and Community Release Centers. Satellite facilities do not have a Warden and are supervised by an assigned Major Institution, also referred to as their Parent Institution.

38. **Serial Serious Self-Injurious Behaviors:** Two (2) or more serious self-injurious behavior incidents in a three (3) month period.

39. **Sexually Transmitted Disease (STD):** Diseases or infections passed to one person from another through sexual or intimate physical contact.

40. **Subcontract:** An agreement entered into by the Contractor with any other person or organization to perform any requirements or performance obligation for the Contractor under the terms of this Contract.

41. **Use-of-Force:** The physical force used on an Inmate to control a situation, as permitted by law and rule and only to the degree reasonably necessary to bring the situation back into control.

42. **Value-Added Service:** Additional services and commodities the Contractor may offer to the Department, at no additional cost.

43. **Vital Signs:** This includes taking and documenting the patient's body temperature, (T), pulse rate (P), respiration rate (R), blood pressure, oxygen level (via pulse oximeter), and for diabetics, blood glucose levels (using Accu-Check).

44. **Warden:** The designated Department employee responsible for oversight, governance, discipline, and enforcement of statutes, rules, and procedures at their assigned correctional institution and associated satellite facilities.

45. **Youthful Offender (YO):** Any inmate who is sentenced by the court pursuant to Section 958.04, F.S., or is classified by the Department pursuant to Section 958.11, F.S.

III. SCOPE OF SERVICE

A. General Service Provisions

The Contractor shall manage and operate a comprehensive inmate healthcare system by delivering appropriate health care services that meet constitutional and community standards of care efficiently and cost-effectively. Under this Contract, the Contractor shall assume total responsibility for any and all liability of its provision of comprehensive health care services delivered to the inmates under the Department's care and supervision.

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

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

2. Many current FDC health care standards are based, in large part, on the results of several landmark cases. In *Estelle v. Gamble*, 429 U.S. 97 (1978), the United States Supreme Court determined that prisoners have a constitutional right to adequate medical care and that it is a violation of the Eighth Amendment to the Constitution to deny a prisoner necessary medical care or to display deliberate indifference to an inmate's serious medical needs. *Estelle v. Gamble* set the original national standard for correctional health care, and *Farmer v. Brennan*, 511 U.S. 825 (1994), was a case in which the Supreme Court of the United States ruled that a prison official's "deliberate indifference" to a substantial risk of serious harm to an inmate violates the cruel and unusual punishment clause of the Eighth Amendment. Two historical cases have had a significant impact on the delivery of health care services in Florida's correctional institutions, *Costello v. Wainwright*, 525 F.2d 1239 (5th Cir. 1976), and *Osterback v. McDonough*, 549 F.Supp.2d 1337 (M.D. Fla. 2008) (Close Management Litigation). The Consent Order in *Disability Rights Florida, Inc. v Jones* (Case No. 3:18-cv-179-J-25JRK) has further defined the inpatient mental health unit care requirements. The Department has also entered into a Settlement Agreement for services for inmates with hearing, mobility and vision disabilities (*Disability Rights Florida v. Jones*; case No. 4:16-cv-47-RH-CAS), and a Consent Order for treatment of hernias (*Copeland v. Jones*; Case No. 4:15-cv-452-RH/CAS). The Department is also under an order regarding care for inmates with Hepatitis C (*Hoffer v Jones*; Case No. 4:17-cv-214-MW-CAS). The Contractor is required to meet the current terms and conditions of all the above-referenced litigation under this Contract. If future terms and conditions of the referenced litigation impact services provided under this Contract, the Parties shall confer and negotiate a change of scope and corresponding price adjustment, if applicable, through a formal Contract amendment.

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

4. The Contractor shall implement a written comprehensive health care work plan with clear objectives outlining how the Contractor will:
   - develop and implement policies and procedures;
   - comply with all state licensure requirements and standards regarding the delivery of comprehensive health care services;
   - maintain full reporting and accountability to the Department; and
   - keep an open, collaborative relationship with the Department's Senior Leadership, Office of Health Services, Department staff, Regional Directors, Wardens, and institutional staff.

5. The Contractor shall review all existing Department policies, health service bulletins (HSB), procedures, rules, and applicable statutes. To ensure the most efficient health care delivery, the Department will consider changes suggested by the Contractor to policies, procedures, and forms that are not explicitly mandated by law. The Contractor may propose revisions, explaining how the change will enable the Contractor to provide healthcare more effectively or efficiently while meeting constitutional requirements. The Department must approve any suggested revisions before implementation by the Contractor. The Contractor shall comply with all established Department health care policies and procedures.

B. Program Management (PGM)

The Contractor shall be responsible for all oversight and program management of the comprehensive health care services. The Department will look to the Contractor's leadership to ensure a smooth and successful operation as part of Program Management, including:

- Facility - Maintain office space for the Contractor's Florida leadership team furnished with the appropriate equipment and supplies necessary to operate. The Contractor's Statewide leadership team would preferably be located in Tallahassee, Florida, while regional leadership would work primarily from offices within each region(s), preferably near the Department's regional offices.
- Deliverables – Ensure delivery of all Contract deliverables, as identified in Section III., W., including performance measures.
- Presentations – Create, maintain, and deliver presentations on the health services program and its operational performance.
- Impact Analyses – Perform and deliver impact analyses on how a potential rule or statute change may impact the health services program and its cost and success.
- Analytics – Compile and maintain statistical information related to inmate health care that the Department can use to make changes and improvements to service delivery.
- Contract Compliance – Ensure compliance with Contract responsibilities and performance expectations, effectively manage staff, ensure they meet the Department's requirements, and report metrics, including gaps, monthly.
- Service Function Oversight and Success – Provide oversight of each of the following service functions:
  - Program Management
  - Institutional Care
  - Mental Health Assessments
  - Mental Health Services
  - Outpatient Services
  - Inpatient and Infirmary Services
  - Re-Entry and Aftercare Planning
  - Utilization Management and Specialty Care
  - Quality Management

- Pharmaceutical Services

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

a. PGM-001

The Contractor shall provide administrative oversight to ensure all program management functions are carried out following the Contract requirements. At a minimum, the Contractor shall have the following program management positions:

Statewide Positions

Position Title (or equivalent title)	Purpose	Department Liaison	# of positions
Corporate Officer	Overall Contract program management liaison	Chief of Health Services Administration	1
Vice-President of Operations (VPO)	Contract oversight and management	Contract Manager	1
Statewide Medical Director (Physician)	Statewide responsibility for clinical oversight of medical services	• Chief Clinical Advisor • Chief of Medical Services	1
Statewide Director of Nursing (Registered Nurse)	Statewide responsibility for all nursing services	Chief of Nursing Services	1
Statewide Dental Director	Clinical oversight of all dental care, both on and off-site, dental utilization management, and the supervision of all dental staff members	Chief of Dental Services	1
Statewide Mental Health Director (Psychologist)	Oversee mental health services statewide	Chief of Mental Health Services	1
Statewide Psychiatric Advisor (Psychiatrist)	Oversee all psychiatric services statewide	Chief of Mental Health Services	1
Statewide Mental Health Re-Entry Coordinator	Discharge planning for inmates with serious mental health issues	Central Office Mental Health Re-Entry Manager	1
Statewide Mental Health Training Coordinator	Training management and coordination for mental health topics	Assistant Chief of Mental Health	1
Statewide Pharmacy Program Director (Florida	Direct overall pharmacy service including management of all	Chief of Pharmacy Services	1

Position Title (or equivalent title)	Purpose	Department Liaison	# of positions
Consultant Pharmacist License)	pharmacy staff, all pharmacy licenses, coordinating pharmacy services with other health care providers		
Statewide Medical Reentry Coordinator (located at RMC)	Discharge planning for inmates with challenging health issues	Statewide Medical Reentry Coordinator (Office of Institutions)	1
Continuous Quality Improvement (CQI) Coordinator	Responsible for quality assurance, quality management, utilization management, and risk management within each discipline	• Chief of Pharmacy Services • Chief of Dental Services • Chief of Mental Health Services • Chief of Medical Services • Chief of Nursing Services	1
Statewide EMR Director	To support ongoing EMR improvements, maintenance, and training	Chief of Health Services Administration	1

Reception and Medical Center (RMC) Hospital Positions

Position Title (or equivalent title)	Purpose	Department Liaison	# of positions
RMC Hospital Administrator	Manage all hospital operations (The RMCH Governing Body must approve this position.)	Chief of Health Services Administration	1
RMC Hospital Chief Medical Officer (Florida-licensed Physician with experience as a Hospitalist)	oversee clinical services at RMC Hospital (RMCH)	• Chief Clinical Advisor • Chief of Medical Services	1
RMC Hospital Director of Nursing (DON) (Registered Nurse)	Oversee nursing services at RMCH (this position is in addition to the DON position at RMC as an institution)	Assistant Chief of Nursing Services	1
RMC Hospital Infection Control Nurse (Registered Nurse)	Oversee infection control within RMC Hospital (this position is in addition to the	Statewide Infection Control Coordinator	1

Position Title (or equivalent title)	Purpose	Department Liaison	# of positions
	Infection Control Nurse position at RMC as an institution)		
RMC Hospital Pharmacy Consultant (Florida Consultant Pharmacist License)	Serve as the Consultant Pharmacist of Record for the RMC Institutional Pharmacy Permit(s), and will provide clinical oversight of the institutional pharmacy services at RMC	Chief of Pharmacy Services	1
RMCH Health Information Specialists	manage all medical records and record requests at RMC	Chief of Health Services Administration	2
RMCH Risk Manager (Florida-licensed risk manager)	oversee the comprehensive risk management program for RMC Hospital healthcare operations	Chief of Medical Services	1

Regional Positions

Position Title (or equivalent title)	Purpose	Department Liaison	# of positions
Regional Directors of Operations	Responsible for the healthcare operations and administration in each region	Regional Directors of Institutions	4
Regional Medical Directors (Physician/Doctors)	Responsible for the clinical care in each region	• Chief of Medical Services • Regional Directors of Institutions	4
Regional Mental Health Directors (Psychologists)	Responsible for all mental healthcare in each region	• Assistant Chief of Mental Health • Regional Directors of Institutions	4
Regional Dental Directors (Dentists)	Responsible for all clinical dental care in each region (The Regional Dental Director may provide clinical services at an institution they manage if needed.)	Assistant Chief of Dental Services	4
Regional Directors of Nursing (Registered Nurses)	Responsible for all nursing services in each region	Chief of Nursing Services	4

Position Title (or equivalent title)	Purpose	Department Liaison	# of positions
Regional Infection Control Nurse (Registered Nurses)	Oversee institutional infection control in each region	Statewide Infection Control Coordinator	4
Regional QM Program Coordinator	Responsible for the QM program within each region	QM Program Manager	4

Institutional Positions

Position Title (or equivalent title)	Purpose	Department Liaison	# of positions
Health Services Administrator (HSA)	Responsible for the program management of healthcare operations within their institution, including issue resolution	Warden	1 per major institution
Chief Health Office (CHO) (Physician/Doctor)	Responsible for the clinical care at each institution and their associated satellite sites	Warden for administrative issues Chief of Medical Services for clinical issues	1 per major institution unless otherwise authorized by the Department
Psychological Services Director (Psychologist)	Serve as the single point of accountability for the delivery of mental health services at	Warden for administrative issues Chief of Mental Health Services for clinical issues	1 per major institution (to include those with 2 or more psychologists) with either an: • inpatient services • close management unit • reception center (excluding Sumter CI) • an S-3 population of 400+
Directors of Nursing (Registered Nurse)	Responsible for all nursing services in their assigned institution	Warden for administrative issues	1 per major institution

Position Title (or equivalent title)	Purpose	Department Liaison	# of positions
		Chief of Nursing Services for clinical issues	
Assistant Director of Nursing	oversee institutional inpatient mental health nursing services in their assigned institution	Warden for administrative issues Chief of Nursing Services for clinical issues	1 per institution with an inpatient mental health unit
Infection Control Nurse (Florida-licensed Registered Nurse)	Oversee institutional infection control in each region	Warden for administrative issues Chief of Medical Services for clinical issues	1 per institution (This is a role, not a dedicated position)
Dentist (Florida-licensed **or** Board of Dentistry-approved)	responsible for all dental care and related issues	Warden for administrative issues Chief of Dental Services for clinical issues	1 per Dental Clinic

All Contractor positions providing services under this Contract shall be included in the approved Staffing Plan (DEL-PGM-02).

Program Management staff must be available by phone on health care service delivery and contract management issues, Monday through Friday, during regular business hours. After regular business hours, the Contractor must have on-call telephone coverage for emergent or urgent purposes only.

b. PGM-002

The Contractor may utilize Dentists without a regular Florida Dental License by following Section 466.025, F.S., related to the permitting of dental interns serving at state institutions and certification of Dentists practicing at government facilities.

c. PGM-003

There is no dental equipment at satellite facilities. Therefore, the Contractor shall provide dental services at the Parent Institutions for those located at satellite facilities. The staffing plan for dental services at the Parent Institutions shall be sufficient to cover inmates' needs at assigned Satellite Facilities.

d. PGM-004

Work with the Department's Contract Manager to establish and maintain communication protocols to handle routine, urgent, and emergent Contract issues.

e. PGM-005

Establish an online collaboration site (ex. SharePoint) for sharing documents and other program information between the Contractor and the Department.

f. PGM-006

Provide a Transition Plan detailing the activities and timeframes for transitioning various aspects of service delivery to a new provider upon termination or expiration of this Contract. Transition activities should occur over four (4) to six (6) months.

g. PGM-007

Establish and maintain a system to ensure staff and subcontractors working on this Contract are knowledgeable of, and adhere to, all applicable Statutes, Rules, Department Procedures, HSBs, manuals, and forms covering the delivery of health care services, security operations, and the conduct of staff in the institutional health services units. Staff and subcontractors shall be trained on and given routine access to all policies and procedures that pertain to their job responsibilities.

h. PGM-008

Develop and implement a staffing plan that identifies all positions at the state, regional, and institutional levels and ensures compliance with the requirements outlined in this Contract. The Staffing Plan should be reviewed at least once a quarter and flexible enough to respond to minor institutional mission changes over this Contract term. If there are mission changes that impact health services functions and responsibilities at institutions covered by this Contract, the Department will advise the Contractor of such modifications in writing. If these modifications require the Contractor to make changes that substantively impact cost, the Department and Contractor will work together on the changes and implement them through a formal Contract amendment. The Department must approve any reductions to the approved Staffing Plan.

i. PGM-009

The Contractor shall ensure institutional health services staff (including Contractor staff and subcontractors) adhere to all requirements, including the schedule for running reports, outlined in HSB 15.06.04, *Offender-Based Information Systems-Health Services* (OBIS-HS). There must be sufficient data entry staff at each institution to ensure clinical information is entered within 72 hours of receipt.

OBIS training, technical assistance, and security access will be handled in a tiered approach. The Contractor shall set up an IT support desk and designate "super users" to serve as the main OBIS points of contact to Department staff. The Department will provide staff to coordinate security access requests and provide train-the-trainer sessions and technical assistance to the super users. This training will be provided annually. The Contractor's super users will be responsible for providing training and technical assistance to regional and institutional health services staff. The Contractor will be responsible for ensuring all Contractor staff who access OBIS are trained on data entry and reporting requirements.

j. PGM-010

All Contractor employees must read Attachment D, FBI CJIS Security Addendum, and sign the included Certification. Completed forms shall be made available to the Contract Manager, who will provide a copy to the Department's Chief Information Officer and Information Security Manager. The Department's Information Security Manager will provide the access information for the Level 4 CJIS Security Awareness Training within 10 days of Contract execution. The Contractor shall ensure that all their employees complete Level 4 CJIS Security Awareness Training within six (6) months of hire and renewed every two (2) years. The Contractor shall

make a certificate of completion available to the Contract Manager for each employee. The Contract Manager shall make the copies available to the Department's Chief Information Officer and Information Security Manager upon request.

k. PGM-011

Documentation:

Ensure all direct care staff document health care encounters in accordance with Department policy and professional standards. All health care encounters with inmate patients shall be documented, legibly, in the health care record during or immediately following the encounter. Unless entered into the electronic medical record (EMR), documentation shall be written in black ballpoint pen ink, except for noting orders and allergies in red ballpoint pen ink. Approved, unaltered FDC Forms must be completed in their entirety; if a field is not applicable, strikethrough or write N/A; no fields should be left blank.

Nursing Documentation shall include:

1) Date
2) Time
3) Problem-oriented charting format SOAPIE for each problem, if no form exists for the issue:
    - S=Subjective data
    - O=Objective data
    - A=Assessment data
    - P=Plan
    - I=Interventions
    - E= Education and Evaluation
    - Signature, title, and printed name of the writer

Late entries in the medical record shall be documented on the next available line in the medical record, and shall include:

1) The current date and time of the entry
2) Late entry for (date of incident/encounter)
3) Documentation information
4) Signature of the writer with title and printed name

l. PGM-012

Ensure appropriate staff attends all required Department meetings, including, but not limited to institutional leadership meetings scheduled by the Wardens, regional meetings planned by the Regional Director(s) of Institutions, statewide meetings planned by the Department, and:

Institutional Meetings

Disabled Inmate Committee: Institutional staff multidisciplinary team working together for the development, implementation, and monitoring of an individualized service plan for each disabled inmate.

Institutional Health Services Leadership Meeting with Warden: Held weekly, or as needed, to discuss issues related to health care services delivery.

Institutional Quality Management (QM) meetings: Held monthly to evaluate and help improve the quality of health care services provided to inmates at each institution.

Regional Meetings

The Department's Regional Director of Institutions and the Contractor's regional leaders will discuss issues that impact multiple institutions within the region and escalate any issues or concerns related to security.

Statewide Meetings

Quarterly Reviews with FDC Senior Management: The Contractor shall lead a quarterly review with FDC senior management on service operations, including key statistics, challenges and successes, and policy improvement recommendations. The Contractor shall develop and deliver the agenda to the Contract Manager at least five (5) business days before the meeting.

Weekly Contract Management Meetings: This weekly meeting is an opportunity for the Contractor and the Contract Manager to review operational issues, discuss best practices, and resolve problems.

Pharmacy and Therapeutics Committee meeting: This committee comprises representatives from medical, mental health, and dental disciplines. The FDC Health Services Director appoints committee members. This group meets at least four (4) times per year. The group is responsible for, but not be limited to, the following:

- Establishment and maintenance of a comprehensive departmental drug formulary
- Approval of policies and procedures relating to the selection, distribution, handling, use, and administration of drugs
- Evaluation of clinical data concerning new drugs or preparations requested for addition to the formulary.
- Assistance and consultation on matters related to the oversight and management of the Department's pharmacy budget

Statewide QM meetings: Held at least twice yearly, the QM Program evaluates and makes recommendations to improve the quality of health care services provided to Department inmates.

Statewide Operational Meetings: Held in conjunction with the Statewide QM meetings and Pharmacy and Therapeutics Committee meetings, the Statewide Operational Meeting is used to discuss and resolve issues related to the overall operation of the inmate health care system.

m. PGM-013

Collaboration with Regional and Institutional Leadership

Regional Collaborations:

The Department's Regional Director of Institutions is responsible for overseeing every institution and satellite facility's operation within their assigned region. The Contractor's regional leadership team shall maintain regular and open communication with the Regional Director of Institutions.

These communications will involve discussion on issues such as:

- interpretation of security policies and procedures;
- monitoring results, with an emphasis on institutions that are not meeting performance standards and trends involving findings at multiple institutions within the region;
- the Contractor's proposed solutions to resolving problems involving health care trends;
- plans for new or expanded programs (such as telehealth);
- best practices that could be replicated in other institutions or other areas of the state; and
- general problem-solving.

Institutional Collaborations:
The Department is charged with providing security for the Contractor's staff while in state facilities. The level of security provided will be consistent with and according to the same security standards afforded to FDC personnel.

The Contractor shall be required to work collaboratively with Department security staff in delivering health care services at each institution and satellite facility covered by this Contract. All Contractor staff working under this Contract shall be required to follow all laws, rules, and Department procedures (Procedure).

The Warden at each institution has full responsibility for the institution's operation and all associated satellite facilities. The Warden will review security requirements specific to that institution (and its satellite facilities) with the Contractor and establish a schedule of regular meetings with the Contractor's designated institutional health services leadership team. These meetings shall provide a forum for the Contractor to:

- provide status reports to the Warden;
- discuss preparations for upcoming surveys and monitoring visits;
- track corrective action related to surveys; and
- engage in problem-solving.

The Contractor shall maintain an open and honest dialogue with the Warden and advise him/her of any possible barriers to effective care delivery. The Contractor shall also be responsive to the Warden on any issues between the regularly scheduled meetings.

n. PGM-014

The Contractor shall:

1) Possess and maintain documents material to this Contract such as current copies of required state and federal licenses, permits, registrations, and the insurance policy face-sheet showing sufficient coverage.
2) Ensure all required compliance inspections, environmental permitting designs, and any experts required by the Department to review specialized medical requirements are acquired or maintained throughout the Contract term.
3) Ensure all required operating licenses, permits, registrations, and insurance are acquired and maintained at each institution.
4) Post license and permits at each institution, per statutory requirements and FDC policy.

Any revisions or renewals to the above documents made during the Contract period shall be submitted to the Contract Manager within 15 calendar days of modification or renewal.

o. PGM-015

1) The Department will not provide any administrative functions or office support for the Contractor (e.g., clerical assistance, office supplies, copiers, fax machines, and preparation of documents), except as indicated in this Contract.

2) Space and Fixtures: The Department will provide office space within each health services unit of each institution. The institution shall provide and maintain presently available and utilized health space, building fixtures, and other items for the Contractor's use to ensure the Contract's efficient operation. The institution shall also provide or arrange for non-hazardous waste disposal services, not

including medical waste disposal, which is the Contractor's responsibility. The Department will maintain and repair the office space assigned to the Contractor, if necessary, and provide building utilities necessary for the Contract's performance as determined necessary by the Department. The Contractor shall operate the space provided in an energy-efficient manner.

3) Furniture and Non-Health Care Equipment: The Department will allow the Contractor to utilize the Department's furniture and non-healthcare equipment currently in place in each health services unit. The Contractor is responsible for the lease or purchase of office equipment such as scanners, copiers, etc. The Contractor shall be liable for their utilization of associated non-healthcare equipment, including all telephone equipment, telephone lines, and service, including all long-distance service and dedicated lines for EKG's or lab reports, copy machines, or fax equipment, and is responsible for all costs, including the installation of any phone, fax, or dedicated lines requested by the Contractor. The Contractor is responsible for maintaining any furniture and non-healthcare equipment identified on the provided inventory, including repair and replacement (including installation) of Department-owned equipment. Any equipment damaged or otherwise found to be beyond economical repair after the Contract start date will be repaired or replaced by the Contractor and placed on the inventory list. All inventoried furniture and non-healthcare equipment identified on the inventory sheet shall remain the Department's property upon expiration or termination of the Contract. All furniture and non-healthcare equipment purchased by the Contractor in support of this Contract shall become the Department's property upon Contract expiry or termination.

4) Health Care Equipment: As the Contractor is currently the Department's healthcare provider, all existing equipment continues to be available for the Contractor's use. The Contractor shall maintain all equipment and replace any equipment used by the Contractor that becomes non-functional during this Contract term. All healthcare equipment, including Contractor replacements, shall remain the Department's property upon Contract expiration or termination. Any health care equipment damaged or otherwise found to be beyond economical repair after the Contract effective date will be repaired or replaced by the Contractor and added to the inventory list. Within 30 calendar days of Contract execution, the Contractor will advise the Department of any existing health care equipment that it does not need.

5) Additional Equipment: If the Contractor identifies necessary healthcare equipment not already in the Department's inventory, the Contractor may submit a request for approval to the Contract Manager. If approved, the Contractor is responsible for purchasing, installing, and maintaining such equipment per the Department's functionality, sanitation, and security requirements. Any additional equipment purchased by the Contractor for this Contract that the Department does not reimburse shall be maintained by the Contractor and shall remain its property upon Contract expiration or termination.

6) IT Equipment: The Contractor is responsible for having adequate computer hardware and software for staff to perform care, enter information into the EMR system timely, provide required reports, and perform essential functions required by this Contract. The Contractor must maintain all computer equipment in compliance with the Department's information technology standards.

7) Health Care Supplies: The Contractor shall provide all health care supplies required to provide health care services. The Contractor shall strive to have at least a 30 day-supply of health care supplies upon its assumption of responsibility for service implementation at the institutions. Upon expiration or termination of this Contract, a physical inventory will be conducted of all equipment and health care supplies. All supplies reimbursed by the Department will become the Department's property.

8) Forms: The Contractor shall utilize Department forms, as specified, to carry out the provisions of this Contract. The Department will provide an electronic copy of each form in a format that the Contractor may duplicate for use. The Contractor shall request prior approval from the Contract Manager to modify or develop additional forms.

9) The Contractor shall not be responsible for housekeeping services, building maintenance, bed linens, routine inmate transportation, and security. However, the Contractor shall be responsible for maintaining the health services unit in compliance with Department policy, including sanitation, infection control, and specialty garments per Department policy. The Contractor is responsible for health care specialty items used in the infirmary, including, but not limited to, treated (flame-retardant) mattresses, medical/psychiatric restraint materials and devices, suicide garments, and infirmary clothing.

p. PGM-016

The Contractor shall establish and maintain a provider network that provides cost-effective quality healthcare. The network should be robust to ensure sufficient coverage for all necessary healthcare services and specialties. The Contractor shall execute subcontracts with community health providers, including hospitals, Physician services, specialty care services, diagnostic testing, and other ancillary services.

q. PGM-017

The Contractor shall maintain a Biomedical and Pharmaceutical Waste Plan, which addresses the definition, collection, storage, decontamination, and disposal of regulated waste. The Contractor shall submit any updates to the Biomedical Waste Plan to the Contract Manager within 30 calendar days of the proposed update.

To support the Plan, the Contractor shall execute subcontracts for the disposal of regulated waste and provide a list of any new or updated biomedical/pharmaceutical waste subcontracts to the Contract Manager within 30 calendar days of such changes. The Contractor shall provide Bio-Medical Waste Handling training to staff and inmates as required.

r. PGM-018

Develop and maintain an Emergency Medical Services (EMS) plan to ensure the provision of all medically-necessary inmate transportation by ambulance or other life-support conveyance, either by ground or air, for all institutions covered by this Contract. Submit any updates to the existing plan to the Department within 30 calendar days of the proposed changes to the Contract Manager.

Per Florida Statutes, County Emergency Medical Services are solely responsible for determining the need for air transport (Life Flight); however, the Contractor will cover such services' costs.

s. PGM-019

Each CHO/Institutional Medical Director shall implement a medical emergency plan with updates, as indicated.

t. PGM-020

The Contractor's CHO/Institutional Medical Director shall work closely with the Warden to support the overall institutional emergency plan's health services components.

u. PGM-021

Develop and implement health care emergency plans for each institution and satellite facility covered by this Contract, per the requirements outlined in HSB 15.03.22, *Medical Emergency Care Plan and Guidelines.* The plans shall ensure the immediate response and care of inmates who have health care emergencies. Ensure the plan includes 24-hour emergency coverage, per HSB 15.03.06, *Medical Emergency Plans*. Provide training on HSBs 15.03.06 and 15.03.22 to all institutional staff. Develop and implement a system for ensuring the Contractor's institutional team carries out all required emergency activities, including participation in institutional disaster drills and mock codes. Participate in all the necessary emergency activities coordinated by the Department's Emergency Operations Center(s).

The medical emergency plan shall include, at a minimum, the following items:

1) Communications system;
2) Recall of key staff;
3) Assignment of health care staff;
4) Safety and security of the patient and staff areas;
5) Use of emergency equipment and supplies;
6) Establishment of a triage area;
7) Triage procedures;
8) Medical records availability;
9) Transfer of injured to local hospitals;
10) Evacuation procedures (to be coordinated with security personnel);
11) Practice disaster drills covering each shift at least once per year;
12) Evaluation of medical emergency drills, including a written report of findings and recommendations;
13) Training and orientation of health services staff to the plan and respective roles;
14) Coordination with outside agencies; and
15) Report each actual medical emergency within 30 calendar days after the event, including the major medical activities, staffing, casualties, overall evaluation, and recommendations. The Contractor shall provide each report to the Warden, the Department's Regional Health Services Manager, the Department's Director of Health Services, the Department's Chief Clinical Advisor, and the Department's Chief of Health Services Administration.

The Contractor's institutional HSA/DON/Hospital Administrator, working with the Warden or designee, will ensure that a written emergency services plan includes the following:

1) On-site emergency first aid equipped with:
   - Automatic External Defibrillator
   - Suction
   - One-way mask or Ambu-bag

- EKG
- IV supplies (solutions, tubing, and start kits)
- Oxygen, masks, and tubing
- Jump Bag (15.03.22 Attachment 1)
- Emergency Medication (DC4-681)

2) Emergency evacuation of the inmate(s) from the facility;
3) Use of an emergency vehicle;
4) Use of one or more designated hospital emergency rooms or other appropriate health care facilities;
5) Emergency on-call Physician, Psychiatrist, DON, pharmacist, and dental services;
6) Security procedures providing for the immediate transfer of inmates, when appropriate; and
7) Control and access for keys to secure the Jump Bag, medications, and emergency treatment area.

v. PGM-022

Provide and maintain first aid kits in all specified locations in institutions and satellite facilities, including dental clinics, per Procedure 403.005, *First Aid Kits*.

Each first aid kit must include:

- An approved CPR barrier device;
- At least two (2) pairs of disposable latex gloves (large and medium*)*;
- 4 doses of Narcan (Note: This requirement does not apply to first aid kits stored in areas where the ambient temperature exceeds the Narcan's storage limitations listed in 403.005)
- The following bandage materials:
- roll gauze,
- 2" x 2" gauze pads,
- 4" x 4" gauze pads,
- 1" roll tape
- Band-Aids of various sizes (to avoid opening first aid kits unnecessarily, an assortment of Band-Aids may be kept separately in areas identified by the institution for daily inmate use); and
- Disinfectant for cleaning wounds.

The Contractor shall be responsible for purchasing and restocking first aid kits. The Contractor shall seal the First Aid Box with a sealed numbered plastic security seal after refilling. The Contractor shall list the contents and attach the list to the outside of each kit.

w. PGM-023

The Contractor shall be responsible for the following in all institutional dental clinics:

1) An Automatic External Defibrillators (AEDs), as required by Rule 64-B5-17.015, F.A.C. (Office Safety Requirements) and Chapter 466, F.S.;
2) A portable oxygen tank with tubing and mask(s);
3) An Emergency Kit, as outlined in HSB 15.04.13, *Dental Services*; Supplement A, Dental Office Emergency Treatment Protocols; and
4) A Sufficient supply of Personal Protective Equipment (PPE) for all dental staff with inmate contact.

x. PGM-024

The Contractor must ensure crash carts are in all nursing stations within the RMCH. A list of contents must be displayed on the front of each drawer, and a list of medical supplies must be attached to the top right front of each crash cart.

y. PGM-025

Emergencies:

For health care emergencies in institutions where medical staff are not available seven (7) days a week or 24 hours a day, such as Putnam CI, security staff will initiate a call to local EMS (Emergency Medical Services). For all other institutions where medical staff is available, Licensed Nurses shall be onsite at the institutions to respond to urgent and emergent outpatient needs, 24 hours a day, seven (7) days a week.

A Clinician or Licensed Nurse shall respond to all medical emergencies immediately and no longer than four (4) minutes after notification (a First Responder counts as responsive). Emergency care is available, when necessary, at the nearest community hospital offering 24-hour Physician on-duty services, with transportation by local ambulance services.

z. PGM-026

The Contractor shall participate in the annual disaster drill and performs quarterly Mock Codes, as outlined in this Contract.

aa. PGM-027

The Contractor shall provide qualified health care staff to respond to Department Staff; contractors; volunteers; and visitors for emergencies at institutions and provide Basic First Aid and Basic Life Support to stabilize them while awaiting transportation to a healthcare provider the community.

bb. PGM-028

The Contractor shall ensure compliance with HIPAA privacy and security requirements and ensure compliance with all provisions outlined in the Business Associate Agreement (Attachment B).

1) Ensure all staff (including subcontractors) are trained on Procedures 102.006, *HIPAA Privacy Policy*, and 206.010, *Information Technology Security Relating to HIPAA.*
2) Ensure a release of information (Form DC4-711B, *Consent and Authorization for Use and Disclosure Inspection and Release of Confidential Information*) is obtained to release all Protected Health Information, except under the conditions outlined in Procedure 102.006, Specific Procedure 2.

cc. PGM-029

Develop, implement, and manage a system for tracking and responding timely to all care inquiries or complaints made by Inmates and Requesters. When the Department requests copies of health care records, health care summaries, or any other clinical information on inmates, the Contractor shall provide the documentation to the Department's Health Services Director, or designee, per the following schedule:

1) **Urgent Care Issues** (examples: cancer, cardiac, or neurological) - requires a response within 24 hours
2) **Routine Care Issues** – requires a response within 72 hours

Under HIPAA, a valid Release of Information (ROI) must be verified, or the inmate must be asked to sign an ROI to allow the Requestor access to their protected health information. If the inmate refuses to sign an ROI, the information shall not be provided to the Requestor. Requests for information by the Department do not require an ROI since the Department is the medical and mental health records custodian. Additionally, requests for information authorized in Florida statute, court-ordered, or in response to a valid subpoena do not require an ROI.

dd. PGM-030

The Contractor shall process all inmate requests, informal, and formal grievances following Rule 33-103, F.A.C., and Forms DC6-236, Inmate Request, DC1-303, Request for Administrative Remedy or Appeal, and HSB 15.02.01, *Medical and Mental Health Care Inquiries, Complaints and Informal Grievances*

The Contractor's leadership staff at each institution shall:

1) Serve as the liaison to the Warden and designee(s), on all issues related to institutional health care grievances;
2) Process and respond to inmate requests, informal grievances, and formal grievances that involve health care services, per policy;
3) Maintain copies of all inmate requests, informal grievances, and formal grievances in the health care unit;
4) Ensure a copy of the completed DC6-236 or DC1-303 is placed in the inmate's health care record and documented in the health record, per documentation requirements outlined in HSB 15.02.01, Sections IV, Parts A and B, or HSB 15.04.05, Section IV, Parts A and B; and
5) Maintain tracking logs for inmate requests, informal grievances, and formal grievances using DC4-797C, *Grievance, Inmate Request or Inquiry Log*.

The Contractor must obtain a completed ROI (Form DC4-711B, Consent and Authorization for Use and Disclosure Inspection and Release of Confidential Information) to release all Protected Health Information, except under the conditions outlined in Procedure 102.006, Specific Procedure 2.

ee. PGM-031

The Contractor shall notify the Contract Manager via email of its receipt of any of the following related to services provided under this Contract within 24 hours (or the next business day, if the deadline falls on a weekend or holiday):

- Notice of any audit or investigation;
- Intent on imposing disciplinary action by any State or Federal regulatory or administrative body; and
- Any other legal actions or lawsuits filed against the Contractor.

ff. PGM-032

The Contractor shall provide copies of the below reports or documents within seven (7) business days of the Contractor's receipt:

- Audit reports for any reportable condition, complaints, or files;
- Notices of investigation from any State or Federal regulatory or administrative body;
- Warning letters or inspection reports issued, including reports of "no findings," by any State or Federal regulatory or administrative body;

- All disciplinary actions imposed by any State or Federal regulatory or Administrative body for the Contractor or any of the Contractor's employees; and
- Notices of legal actions and copies of claims.

The Contractor shall cooperate with the Office of the Attorney General, State Attorney, or any outside counsel designated by the Department on cases that involve inmate patients who are under the Contractor's care through this Contract.

gg. PGM-033

The Contractor shall process public records requests, following Chapter 119 and Section 945.10, F.S., *Confidential Information*, Rule 33-102.101, F.A.C., *Public Information and Inspection of Records*, Rule 33-401.701, F.A.C., *Medical and Substance Abuse Clinical Files*, Rule 33-601.901, F.A.C., *Confidential Records*, and Procedure 102.008, *Public Records Requests*.

Specifically, the Contractor shall:

1) Allow the Department and the public access to any documents, papers, letters, or other materials subject to the provisions of Florida Statutes, made or received by the Contractor in conjunction with services provided under this Contract, which are not otherwise exempt from disclosure;
2) Train all Contractor employees and subcontractors on the provisions of Procedure 102.008;
3) Provide specialized training to all health information specialists on their role as the record custodian for health services records of active inmates at their institution or health services unit; and
4) Develop and implement a tracking system for all public records requests received and processed.

Note: Florida has a very broad public records law. No requirement in Florida Law requires public records requests to be submitted in writing.

hh. PGM-034

The Contractor shall provide health care services to inmates with impairments, per HSB 15.03.25, *Services for Inmates with Auditory, Mobility, or Vision Impairments and Disabilities*, Procedure 403.013, *Inmate Impairment and Disabilities Services*, and all appendices.

The Contractor shall:

1) Notify the Warden, or designee, of each institution of the identification of inmates who become disabled for the availability of an individualized service plan and for required services of all assigned disabled inmates;
2) Provide a medical or psychological evaluation, as appropriate, and document service needs on form DC4-691, *Disabled Inmate Management and Service Plan*;
3) Ensure appropriate impairment grades outlined in HSB 15.03.13, *Assignment of Health Classification Grades to Inmates*, are recorded correctly for all impaired inmates in the DC4-706, *Health Services Profile*, and the HS06 screen in OBIS, and that these records match;
4) Participate in quarterly institutional Disabled Inmate Committee meetings in January, April, July, and October of each year;

5) Complete a Disabled Inmate Management and Service Plan (DC4-691) for each disabled inmate at each quarterly committee meeting (note: inmates must participate in this process unless they refuse);
6) Process transfers of impaired or disabled inmates, per Procedure 401.016, *Transfers for Medical Reasons*; and
7) Prepare a pre-release plan for each impaired or disabled inmate, per HSB 15.03.29, *Prerelease Planning for Continuity of Health Care*.

Also, all disabilities that qualify for consideration under the Americans with Disabilities Act (ADA) shall be handled per Rule 33-210.201, F.A.C., *ADA Provisions for Inmates*, and Procedure 604.101, *Americans with Disabilities Act Provisions for Inmates*.

A Clinician shall be responsible for the diagnosis of a medical or physical condition, determination of the inmate's capabilities for work and program participation, and determination of the need for services or special accommodations, following Procedure 604.101, *Americans with Disabilities Act Provisions for Inmates*. The Psychologist shall have these responsibilities, in consultation with the Physician and the use of an individualized psychological assessment, for intellectually disabled inmates. The Psychologist shall also be a member of the Disabled Inmate Committee for all inmates with identified disabilities.

The Contractor shall cooperate fully with all Department staff on issues related to the planning and implementation of services for inmates with impairments or ADA accommodation needs.

ii. PGM-035

RMC Hospital shall ensure nursing services are appropriately organized, staffed, and equipped to provide competent nursing care according to the level of acuity of patient care provided.

jj. PGM-036

Certified Nursing Assistants (CNAs) may only be utilized within the scope of their practice and license.

kk. PGM-037

The Contractor shall determine the need for new Inmate Assistants. The Contractor shall provide Inmate Assistants the required training, upon initial assignment and annually, per Procedure 403.011, *Inmate Assistants for Impaired Inmates*. Responsibilities include, but are not limited to:

1) Inmate Assistant training shall be provided by a health care professional designated by the Contractor's CHO/Institutional Medical Director, based on the training outline in the Nursing Manual.
2) Following the training session, each inmate shall demonstrate the skills taught during the training to the instructor. The instructor shall check "passed" if the skills are demonstrated correctly and "needs training" if not using Form DC4-526, *Inmate Orderlies and Assistants Orientation & Training Checklist*.
3) The Impaired Inmate Nurse, or designee, shall provide training as needed to any Inmate Assistants who need remedial or additional training, and shall document the training on Form DC4-526, *Inmate Orderlies and Assistants Orientation & Training Checklist*.

4) Before the Inmate Assistant assumes their duties, the CHO/Institutional Medical Director shall confirm the inmate is trained in all aspects of their particular assignment's responsibilities and that the inmate has demonstrated acceptable performance.
5) Training shall be documented on Form DC4-526, *Inmate Orderlies and Assistants Orientation & Training Checklist*, and entered in OBIS on the Inmate Program Achievements screen.
6) For inmates assigned as an Inmate Assistant, an entry shall be made in OBIS on her/his "General Medical Contact" screen recording the Inmate Assistant's assigned duties.
7) Both original completed forms, DC4-526 and DC4-526C, shall be filed in the inmate's medical record and a copy provided to Classification.
8) The Contractor shall discuss the importance of confidentiality with the Inmate Assistant, and the Inmate shall sign Form DC1-206, *Inmate Acknowledgement of Responsibility to Maintain Confidentiality of Health or Substance Abuse Information*, before assuming her/his responsibilities as an Inmate Assistant.
9) The Contractor's staff will take reasonable measures to avoid disclosing the disabled inmate's protected health information when the disclosure is not necessary to perform an Inmate Assistant's duties.

ll. PGM-038

Follow and enforce the Department's Prison Rape Elimination Act (PREA) policies which mandate reporting and treatment for abuse or neglect of all inmates in secure institutions. PREA is federal law, Public law 108-79, and is designated as 42 U.S.C. 15601-15609. Following PREA, the Department has a zero-tolerance standard against sexual assaults and rapes of incarcerated persons of any age.

The Contractor shall:

1) Ensure compliance with Procedure 602.053, *Prison Rape: Prevention, Detection and Response*, and HSB 15.03.36, *Post Sexual Battery Medical Action;*
2) Complete all documentation, reporting, and referral requirements outlined in HSB 15.03.36, Section III; and
3) Train all health care staff on PREA requirements outlined in HSB 15.03.36, Section IV.

mm. PGM-039

The Contractor shall implement and oversee a healthcare Quality Management program per HSB 15.09.01, *Quality Management Program.* Specific quality management requirements related to this Contract are outlined in Section III., G., Quality Management, below.

nn. PGM-040

All newly employed Licensed Nurses and CNAs shall receive an orientation that includes, but is not limited to:

1) A review of HSB 15.11.01, *Health Services Personnel Orientation* and associated Appendices A, B, C, completing form DC4-654C, Nursing Personnel Orientation Process Checklist;
2) Completion of Skills Assessment, DC4-678, Emergency Procedures Skills Checklist;
3) Information on where to access and review Chapter 33, F.A.C., the Department's Procedures, HSBs, Health care Manuals, and associated forms;
4) OBIS training;

5) EMR training; and
6) Job-specific information and expectations.

They also must complete the FDC New Employee Orientation and the training required in the FDC Master Training Plan, totaling 40 training credits annually.

oo. PGM-041
The Contractor's nursing staff must demonstrate ongoing competency through competency assessments annually, quarterly, and as needed.

The Contractor's Licensed Nurses shall complete a quarterly mock code response that includes:
1) A man-down drill simulating an emergency affecting one (1) individual who needs immediate medical intervention in a life-threatening situation commonly experienced in a correctional setting. Use Forms DC4-679, *Med Code 99 Emergency Resuscitation Flowsheet* and DC4-677, *MED Code 99 Critique* to document the team's performance;
2) Completing Form DC4-678, *Emergency Skills Checklist*; and
3) Training on inventory and use of the Jump Bag, Emergency Equipment, and Emergency Medications.

pp. PGM-042
The Contractor must maintain nursing orientation, competency assessments, and emergency training documentation on-site in the HSA or DON's office.

qq. PGM-043
The Contractor must provide their staff with unimpeded access to all current Department procedures, HSBs, Health Service Manuals (Nursing Manual, Infection Control Manual, and Blood Borne Pathogen Manual), and Department forms.

rr. PGM-044
The Contractor shall maintain an acknowledgment sheet with employee signatures to affirm that they have read and understand the policies and procedures noted in PGM-043.

ss. PGM-045
The Contractor's Medical Director and the Executive Nursing Director shall sign the acknowledgment receipt in the FDC Nursing Manual and maintain the receipt in the Executive Nursing Director's office.

tt. PGM-046
The Contractor's DON must review updates to laws, rules, Department Procedures, HSBs, Health Care Manuals, and forms within one (1) calendar week of being published.

uu. PGM-047
The Contractor's DON, or designee (qualified RN), must ensure that all Contractor nursing staff review all associated updates of laws, rules, procedures, bulletins, and forms related to their work assignments.

vv. PGM-048

The Contractor shall provide training, as needed, to promote understanding and ability to comply with new or revised laws, rules, procedures, bulletins, and forms that relate to their work assignments.

ww. PGM-049

The Contractor's Nursing staff shall attend education programs to increase their knowledge of infection control practices, including care of TB patients, Hepatitis, outbreaks, wound care, mental disorders, and mental health nursing interventions.

xx. PGM-050

The Contractor shall protect inmate patient rights by:

- Ensuring inmate protected health information is maintained confidential, as required in this Contract;
- Providing access to care by posting sick call sign up times and sick call hours in medical areas and inmate dormitories, per Procedure 403.006, Sick Call Process and Emergencies;
- Honoring an inmate's expressed wishes to refuse medical care, per Rule 33-401.105, F.A.C, *Refusal of Health Care Services*. Document all refusals on Form DC4-711A, *Refusal of Health Care Service*, and document the refusal in the patient's medical record, per Rule 33-401.105(3), F.A.C.;
- Honoring an inmate's right to refuse medications, per Procedure 403.007, *Medication Administration and Refusals*, and document medication refusals, per Procedure 403.007(4)*;
- Ensuring inmates can exercise their self-determination rights to establish written instructions incapacity planning, per HSB 15.02.15, *Health Care Advance Directives*;
- Honoring an inmate's expressed wishes not to be resuscitated in the event of respiratory or cardiac arrest, per HSB.15.02.19, *Do Not Resuscitate Orders*; and
- Ensuring all inmates are educated on these rights.

* The administration of psychotropic medications by a Clinician without an inmate's informed consent is restricted to emergencies, described in HSB 15.05.19, *Psychotropic Medication Use Standards and Informed Consent*.

yy. PGM-051

Upon request from the Department's Chief of Mental Health Services or designee, the Contractor will develop and provide mental health-related training to FDC staff to improve clinical and operational efficacy. Training may cover any mental health-related topic required in policy, procedure, HSBs, and the Department's Staff Development curriculum.

zz. PGM-052

The Contractor shall provide FDC Institutional staff Dental Health Education instructed by trained and licensed dental health staff, as outlined in the Department's Master Training Plan.

aaa. PGM-053

As part of primary healthcare, health education services are an essential and required component of the total healthcare delivery system. As requested by the Department's Regional Directors, Wardens, or the Contract Manager, the Contractor will provide specialized training to security, institutional staff, and inmates on healthcare-related topics, such as:

- First aid training
- Cardiopulmonary resuscitation (CPR) certification training
- AED Training for selected staff
- Sprains
- Casts
- Seizures
- Minor burns
- Dependency on drugs
- Health seminar
- Lifts and carries
- Suicide Prevention and Emergency Response Training
- Universal Precautions

This training does not replace any healthcare services offered by the Contractor but augments the Contractor's services.

bbb. PGM-054

The Contractor's Nursing Staff shall:

1) Orient inmates on access to care procedures immediately upon arrival at reception and at new facilities, per Procedure 403.008, *Inmate Health Services Orientation and Education*.
2) Document the inmate orientation on the DC4-773, *Inmate Health Education*, and in OBIS.
3) Ensure each inmate receives a copy of NI1-010, *Health Services Inmate Orientation Handbook*, in English, Spanish, or Creole, or another appropriate format.

The Contractor shall provide all inmates communicable disease and health education:

1) Within seven (7) calendar days of arrival at a Reception Center;
2) Within seven (7) calendar days of arrival at a permanent institution;
3) During periodic screenings; and
4) No less than 30 calendar days before their End-of Sentence (EOS).

Inmate healthcare education should cover:

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

17) Antibiotic-resistant microorganisms;
18) Hand hygiene;
19) Healthy weight management;
20) Medication education; and
21) Self-examinations for men or women, as appropriate.

ccc. PGM-055

The Contractor shall ensure that all health services information and care (written and oral) is provided in a language understood by the inmate, including American Sign Language or Signed English. American Sign Language interpreters shall be provided when needed. When selecting an interpreter, every reasonable effort should be made to use American Sign Language interpreters who hold a certification from the National Registry of Interpreters for the Deaf or the National Association of the Deaf.

When a literacy problem exists, a staff member with the necessary literacy skills shall assist the inmate in understanding the training. Physically or mentally challenged inmates will receive health education and health-related communication based on their individual needs. **Inmates may not provide interpretation services for fellow inmates.**

ddd. PGM-056

The Contractor shall actively participate in Department contract and QM monitoring reviews, Correctional Medical Authority (CMA) surveys, and American Correctional Association (ACA) accreditations reviews.

The Contractor shall:
1) Maintain the health services' area of each institution in a state of readiness at all times;
2) Cooperate with monitors/surveyors on requests for information that are made before, during, and after visits;
3) Develop corrective action plans (CAP) to address all findings and recommendations, following Department policy and contract monitoring requirements, CMA policy, and ACA policy, as applicable;
4) Develop and manage a Microsoft SharePoint site (or similar) that the Department and the CMA can access to upload corrective action documentation; and
5) Manage and track their progress on all CAPS to ensure actions are fully completed within the CAP's timelines.

Note: Following its initial surveys, CMA conducts CAP assessments to determine if corrective action is being taken per the approved CAP. The expectation is that findings shall be closed no later than the second on-site CAP assessment visit.

eee. PGM-057

Collaborate with the Federal Bureau of Prisons, County Jails, Private Correctional Facilities, and other correctional jurisdictions on intakes, transfers, and discharges. Provide health care services for inmate patients referred from the following programs to institutions covered by this Contract:
1) **Interstate Compact Inmates** - Assume all responsibility for the coordination, provision of care, and reimbursement processing for Interstate Compact inmates, under established Interstate Compact Agreements. The Contractor shall coordinate all interstate compact medical requests through the Department's designee to ensure they are appropriately processed.

2) **County Jail Work Programs** - The Department sometimes houses inmates in certain county jails where they participate in work programs. Inmates in these programs receive healthcare at the closest Department institution. The Contractor is responsible for coordinating the transfer and medical care of these inmates.
3) **Federal Inmates –** The Contractor shall coordinate medically-related transfers to and from Federal prisons. The Department has a small number of federal inmates in our custody, and there is no cost exchanged with the Federal Bureau of Prisons.
4) **Private Correctional Facilities –** The Contractor shall provide and coordinate health care services for all inmates transferred from private facilities to the Department's institutions. The private correctional facilities are allowed to use RMC Hospital when available. The Contractor will work with the private prison operators to coordinate reimbursement based on the established rate schedule. The Contractor shall work cooperatively with private facility staff on transfers to and from these facilities.

There are currently approximately 10,000 inmates housed in seven (7) Private Correctional Facilities. The Department retains final decision-making authority regarding the transfer of inmates between the Department institutions and private correctional facilities.

fff. PGM-058

When an inmate with a serious medical issue is released from a Department institution, the Contractor must identify their health care conditions during the pre-release stage and then identify community resources to meet the inmate's individualized needs. Planning should include, at a minimum, continuing medication with a 14-day supply (except for HIV medications, which shall be a 30-day supply), provided upon release, unless clinically contraindicated or earlier appointments with outside providers have been scheduled for follow-up care.

The Contractor shall:

1) Provide adequate staffing to coordinate discharge planning at each institution. Discharge planning includes making referrals to appropriate community health care providers and organizations and participating in the institutional discharge planning process to promote continuity of care. As part of discharge planning, the Contractor is responsible for referring releasing inmates meeting the criteria in Section 945.46, F.S., for commitment under Chapter 394, F.S. (Baker Act).
2) Develop, implement, and coordinate a comprehensive discharge plan for inmates with acute or chronic illness who are difficult to place due to their offense and are within six (6) months of EOS.
3) Coordinate inmate release issues with the Department's Office of Health Services, Division of Development: Improvement and Readiness, and Bureau of Admission and Release, to help assist inmates as they prepare to transition back into the community.
4) Coordinate the health care portion of the Department's reentry initiative.

ggg. PGM-059

The Contractor shall provide sufficient staff and a system for timely review, verification, processing, and payment of all claims and invoices for services provided under this Contract.

hhh. PGM-060

Telehealth services may be used to augment direct health care services, with approval by the Department. Any use of Telehealth shall follow Section 456.47, F.S., and the Department's Information Technology and Security requirements for Telehealth.

Telehealth services (including medical, psychological, and psychiatric care) may be offered under the following conditions:

1) The Contractor must submit a plan to be approved by the Department's Health Services Director.
2) The plan must address programmatic, security, and information technology issues and meet statutory requirements.
3) The participating psychologist or Clinician must provide services from a location compliant with Florida Statutes, prevailing professional guidelines, and community standards.
4) Telehealth may only augment primary medical care services or provide psychological or psychiatric outpatient services (except inmates in close management, mental health inpatient units, protective management, and death row).
5) All sessions must include a nurse/mental health staff in the room with the inmate during the telehealth evaluation, as required by the Department.

iii. PGM-061

The Department has interagency agreements with the Florida Department of Health (DOH) and five county health departments (CHDs) to treat inmates with HIV/AIDS and other Sexually Transmitted Diseases. Under these agreements, approved by the Federal Centers for Disease Control and Health Resources Services Administration, the Department pays the CHDs to provide medical services at designated Department institutions. The CHD Clinicians prescribe the drugs, which the DOH State Pharmacy fills. This model allows the Department to be eligible for Federal 340b drug pricing. The CHD services cover the Department's routine Immunity Clinic visits (see HSB 15.03.05, *Chronic Illness Monitoring and Clinic Establishment Guidelines* and Attachment 6, *Immunity Clinic*).

The Department will provide the following support for the program:

1) The Department will pay for the CHD clinical team services and pharmaceuticals associated with the 340b Program.
2) The Department will provide a computer, printer, and associated supplies for use by the CHD staff.
3) The Department will provide technical assistance on administrative and clinical functions requirements of the program.
4) The Department will serve as the liaison between the Contractor and the DOH and CHDs on issues requiring problem resolution.

The Contractor shall provide the following support for this program:

1) Advise the Department of HIV+ inmates housed at a non-participating institution so that they can be considered for transfer to a 340b site.
2) Enroll all eligible inmates in the 340b Program at each participating site.
3) Advise the CHD staff of the expected number of inmates at the next scheduled time block for appointments.
4) Provide dedicated examination room space for the CHD.

5) Escort CHD inmates from the waiting area to the CHD clinic room(s) without revealing any Protected Health Information or announcing that the inmate is being seen by the CHD Clinician (to ensure compliance with HIPAA).
6) Perform any required labs timely to ensure the lab results are available for each scheduled inmate before the next CHD visit.
7) Maintain a separate section of the medical record for CHD patients, per HSB 15.12.03, *Health Records,* Section VI (i.e., (in the Red Divider/Tab). Provide the inmate a copy of the documentation outlined in this portion of the health record to the inmate upon EOS/release from the Department's custody, so they can take it to the nearest CHD to receive treatment post-release.
8) Ensure continuity of care by coordinating other clinical issues regarding the treatment of participating inmates with the CHD clinical team. The site Medical Director shall serve as the clinical liaison to the CHD Clinician.
9) Fax DOH prescriptions to the Department's pharmacies (for profiling purposes).
10) Review and verify 340b service and pharmaceutical invoices from the CHDs on the Department's behalf. The Department will pay the invoices once the Contractor has verified that services were provided and advised the Department of any discrepancies.

jjj. PGM-062

Under Section 945.355, F.S., the Department is responsible for providing various transitional services to HIV inmates who are reaching EOS, including educational assistance, an individualized service plan, HIV testing, and a 30-day supply of HIV medications at release. As continuity of medications is critical to the care of HIV patients, the medications should be ordered far enough in advance, so they can be hand-delivered to the inmate before they release from the institution.

The pre-release planning services required under Florida Statute are funded through a Pre-Release Planning grant from the Department of Health (DOH). This program has been in effect since 1999 and is 100% funded through federal Ryan White Title B funds. HIV Pre-Release Planners, who are Department employees, work with inmates and corrections staff in other institutions to coordinate referrals and linkages to medical care, case management, medication assistance, and other supportive services. They coordinate with local Ryan White providers to ease the transition post-release back into the community and ensure clients continue to seek necessary care and treatment. Also, the Department has a separate Peer Educator grant from DOH. Under this program, a Department employee trains inmates to provide other inmates with education on preventing the transmission of HIV and HCV to others and on the importance of receiving follow-up care and treatment. This program is currently serving inmates at Central Florida Reception Center and Florida Women's Reception Center.

The Department will provide the following support for the program:

1) Pre-release planners in each region to plan and coordinate resources and activities with each inmate before release.
2) A linkage coordinator in South Florida and Central Florida to follow up with inmates post-release.
3) A Peer Educator at Central Florida Reception Center and Florida Women's Reception Center (which also provides services to inmates at Lowell CI) to train inmates to become HIV/HCV Educators to their inmate peers.

The Contractor shall provide the following support for the program:

1) Ensure there is documentation of HIV positivity in each HIV+ inmate's record, either through a Western Blot or Multi-Spot.
2) Work with the Pre-release Planners to coordinate the scheduling of appointments with inmates.
3) Provide private, secure office space for Pre-release Planners to meet with inmates to discuss release plans.
4) Provide EOS testing, per the terms and conditions outlined in Section 945.355 (2), F.S. The inmate has the right to refuse testing under the provisions of Rule 33-401.105, F.A.C., *Refusal of Health Care Services*. The Contractor shall document refusals using Form DC4-711A, *Refusal of Health Care Services.*

kkk. PGM-063

The Department has a Doctoral Psychology Internship program accredited by the American Psychological Association (APA) and 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 uses a Practitioner-Scholar Model where scientific training is integrated into the practice training component. The internship consists of 2,000 hours over one year, beginning July 1st and ending June 30th.

The Department also has a Psychology Post-Doctoral Residency program that is a member of the Association of Psychology Postdoctoral and Internship Centers (APPIC) and is working to obtain accreditation by the American Psychological Association. The Residency program's mission is to prepare the Psychology Residents for the advanced practice of professional psychology, emphasizing correctional psychology.

The Contractor is responsible for incorporating the FDC Program Director of Internship and Residency Training, the FDC Assistant Director of Internship and Residency Training, four (4) Interns, four (4) Residents and a staff assistant into the mental health service delivery system to satisfy the internship and residency requirements as determined by the Director. The Program Director will assign the interns' and residents' workload and duties to meet program requirements. The interns and residents' complete rotations at different facilities during the year. The Contractor will ensure that at least three (3) different Florida-licensed Psychologists are consistently available to provide supervision to the interns and residents, as determined by the Program Director. This Program is currently administered from Zephyrhills CI.

lll. PGM-064

The Department has previously established working relationships with Nova Southeastern University and the University of Florida to provide interns, residents, and students. The Contractor is encouraged to continue the relationships with these universities or propose other partnerships that encourage Florida students to consider careers in correctional health care. The Contractor will ensure the interns' and residents' supervisory and educational requirements are consistent with the accrediting organization requirements.

mmm. PGM-065

The Contractor shall assist the Department in processing transfers for inmates with complex medical needs. The Department must approve all inmate transfers to the Department's specialty care institutions that serve inmates with complex medical needs such as step-down care, long-term care, and palliative care. Currently, the Department has specialty dorms at Zephyrhills Correctional Institution (A-Dorm and J-Dorm), Central Florida Reception Center (South Unit Infirmary); South Florida Reception Center (F-Dorm), and Lowell Correctional Institution (Main unit, I-Dorm). Transfers to these facilities shall be made following HSB 15.09.04, *Utilization Management Procedures*, Section VII. The Department must approve all non-emergent transfers to RMCH.

nnn. PGM-066

The Contractor shall provide health care services to inmates at satellite facilities, per HSB 15.07.02, *Health Services for Inmates in Community Facilities.* The Contractor must provide basic health care services at each satellite facility, with more complex care provided at the nearby Parent Institution. Health records for inmates at satellite facilities shall be maintained per HSB 15.12.03 and HSB 15.07.02. The Contractor shall track utilization costs for inmates at satellite facilities separately from their Parent Institution.

ooo. PGM-067

The Warden has full operational control of the institution and designated satellite facilities. Contractor staff, including subcontractors, are required to follow all security directives, including but not limited to requirements for entering and exiting institutions, counts, lockdowns, use of restraints, and incident reporting.

ppp. PGM-068

The Contractor shall coordinate outside referrals with the Department for security and transportation arrangements. The Contractor's staff shall not provide personal transportation services to inmates. Off-site services (including specialty consults and hospital care) should occur close to the institution, to the extent possible.

qqq. PGM-069

When Department staff become aware of an inmate(s) experiencing an emergent or urgent health problem, the Contractor's healthcare personnel must immediately address the issue by permitting the patient to be escorted to Medical or the Infirmary evaluation or sending Contractor staff 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.

rrr. PGM-070

The Contractor shall certify isolation management rooms (IMR) and observation cells (OC) per Procedure 404.002, *Isolation Management Room and Observation Cells*. The Contractor will ensure that each IMR and OC is certified by a Regional Mental Health Director following all standards and guidelines in Procedure 404.002 and documented on Form DC4-527, *Checklist for Review of Isolation Management Room/Observation Cell.* These completed checklists should be readily available at the institution for review at any time. Each IMR and OC will be inspected and certified at least annually, and any time damage or a structural change occurs that affects one (1) or more of the criteria listed in Procedure 404.002.

The Contractor will purchase and ensure that approved suicide mattresses, blankets, and garments are available, as specified in Procedure 404.002, for all certified IMRs and OCs located in inpatient units and infirmary settings:

- one (1) mattress and two (2) blankets and garments per each IMR located in an inpatient unit; and
- one (1) mattress and three (3) blankets and garments per each IMR located in an Infirmary setting and each OC.

sss. PGM-071

Contractor staff are required to report various incidents per Procedure 602.008, *Incident Reports-Institutions*:

1) When an event occurs that is not fully documented in another form or information is received, requiring written notification or documentation, an employee involved in the event, who witnessed the event, or received the information must complete Form DC6-210, *Incident Report.*

2) An Incident Report (Form DC6-210) will **always** be completed:
   - by staff who participate in or witness a use-of-force;
   - by medical staff when restraints are applied without use-of-force per Rule 33-602.210, F.A.C.;
   - by an employee who witnesses an incident as outlined in Procedure 602.010, *Drug Testing of Inmates*, that results in a reasonable suspicion drug test; and
   - by an employee who knows about any incident, or allegation of an incident, involving sexual battery or sexual harassment of an inmate outlined in Procedure 602.053, *Prison Rape: Prevention, Detection, and Response.*

3) Each incident should be considered regarding its possible impact on public safety, the operation of the institution, or the Department's liability.

4) Incident Reporting: A statement of the circumstances and details of the incident will be completed by each Contractor employee who has witnessed or received information pertaining to an unusual or suspicious event involving an inmate, employee, or member of the general public. This will be completed as soon as possible, but no later than the end of the shift. The employee will legibly sign the incident report (Form DC6-210) using her/his full name. An employee who is unsure whether the incident warrants an incident report should notify her/his immediate supervisor. The Shift Supervisor should be notified of the incident before the incident report(s) (Form DC6-210[s]) is written. The Shift Supervisor will determine which employees will prepare incident reports (Form DC6-210s) if numerous employees witness the same incident. Staff who see abuse of an inmate should file Form DC6-210A as established in Rule 33-602.210, F.A.C., without prior notification to the Shift Supervisor.

ttt. PGM-072

The Contractor is responsible for ensuring their staff are familiar with and complying with their responsibilities noted in the below Procedures:

1) 108.011 Security Threat Management Program (STG)
2) 602.009 Emergency Preparedness *__Restricted__*
3) 602.010 Drug Testing of Inmates*__Restricted__*
4) 602.011 Escape/Recapture*__Restricted__*

5) 602.016 Entering/Exiting FDC Institutions – Not restricted, but may have to redact.
6) 602.018 Contraband and Searches of Inmates
7) 602.023 Personal Body Alarms*__Restricted__*
8) 602.024 External Inmate Transportation and Security *__Restricted__*
9) 602.028 Special Management Spit Shield
10) 602.037 Tools and Sensitive Items Control *__Restricted__*
11) 602.039 Key Control and Locking Systems*__Restricted__*
12) 602.049 Forced Hygiene Compliance *__Restricted__*
13) 602.053 Prison Rape: Prevention, Detection, and Response
14) 602.054 Escort Chair *__Restricted__*
15) 602.056 Identification Cards *__Restricted__*
16) Rule 33-602, F.A.C., Security Operations
17) DC1-211, Non-Security Staff Instructions for Reporting Inappropriate Inmate Behavior
    - The Contractor shall have their staff read and sign form this form and maintain a copy of the signed form for each staff member that has contact with inmates.

uuu. PGM-073

The Contractor shall comply with Procedure 602.037, *Tool & Sensitive Item Control* for items including, but not limited to, hypodermic needles, syringes, and medical tools. The Contractor shall store reserve stocks of hypodermic needles, scalpels, and syringes in a secure area located behind a locked door with a restricted key. The Contractor shall only make available for use the minimum number of syringes, needles, scalpels, and blades needed for daily operations with the remaining inventory stored in the secure area until removed for use on a specific patient.

The Contractor shall maintain a perpetual inventory of needles/syringes and scalpels/blades on Form DC4-765S, *Syringes and Other Sharps Control Log*. The inventory shall be updated as items are removed from the storage area for use. Inventories of the "working stocks" shall be conducted each shift and recorded on Form DC6-284. The Contractor shall report lost sharps, medical and dental tool to the institution's Chief of Security immediately upon discovery. Form DC4-765R will be updated as items are removed from bulk stock storage areas to replenish daily working stocks.

vvv. PGM-074

The institution's Chief of Security and Contractor's HSA will coordinate guidelines for the safe handling of dangerous drugs, hypodermic apparatus, and medical/dental tools. They will restrict key access to those health care and administrative staff approved for access to these items.

Medical staff assuming duties at posts that are authorized to use 24-hour checkout keys will inventory/count the keys received and will notify the control room of her/his findings.

Keys shall not be:
1) left hanging in locks;
2) kept in office desk drawers;
3) left lying on a desk;
4) unattended in any manner;
5) thrown from one (1) person to another;

6) skidded or intentionally dropped on the floor; or
7) carried attached to the belt where they are visible.

If the Contractor loses, misplaces, or damages a key, Contractor staff shall immediately report the incident to the institution's Chief of Security or Shift Supervisor so that adequate safeguards may be placed. The Contractor shall complete Form DC6-210, *Incident Report*, detailing the circumstances of the incident of the lost, misplaced, or damaged keys.

Under no circumstances shall an inmate be permitted to handle security keys and locks or be allowed to work on or make repairs to any locking device.

www. PGM-075

The Contractor shall track and report their performance, on all performance measures, on a semi-annual (twice per year) basis. The Contractor shall be responsible for reporting performance for the periods of October-December and April-June. The Contractor may need to develop logs, tools, or systems to support this tracking.

xxx. PGM-076

Mental Health Clinical Review, Supervision, and Training

The Contractor will ensure that all non-psychiatric mental health services provided, except at institutions designated to house only inmates with an S-1 or S-2 mental health grade, are supervised by the Contractor's Psychologist who assumes clinical responsibility and professional accountability for the services provided. In doing so, the Psychologist reviews and approves reports, intervention plans, and strategies. The review is documented by co-signing Bio-Psycho-Social Assessments (BPSAs), Individualized Service Plans (ISPs), treatment summaries, and referrals for psychiatric services and clinical consultations. Regardless of an inmate's mental health grade, only a Psychologist can approve testing protocols or conduct a psychological evaluation.

If a Behavioral Health Specialist (Mental Health Counselor) is a Registered Mental Health Intern, supervision will be provided and documented per the requirements of the Chapter 491 Board. Supervision for provisional licensed Psychologists will be provided and documented per the requirements of the Chapter 490 Board.

One (1) hour of relevant in-service training shall be provided monthly by a Psychologist to institutional clinical staff.

yyy. PGM-076

The Contractor shall provide staff support for the RMCH Governing Body and ensure compliance with all requirements outlined in the Governing Body By-Laws. The Department will coordinate appointments to the Governing Body and provide orientation for new members.

zzz. PGM-077

The cost(s) of transportation by ambulance or other life support conveyance, by ground or air, will be paid by the Contractor and reimbursed by the Department per Section III, Compensation, of this Contract.

C. Medical Services

This Contract provides a complete and operational health care services program delivered cost-effectively and meets constitutional and community standards of care.

The Contractor must humanely operate the health services program with respect for inmates' rights to appropriate health care services.

1. Institutional Care

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

a. IC-001

The Contractor shall provide health education to inmate patients during all encounters, including Chronic Illness Clinic (CIC) appointments on relevant topics including, but not limited to, medication compliance, disease prevention, blood borne pathogens, STDs, TB, personal hygiene, weight control, exercise, and healthy lifestyle.

b. IC-002

Physician's Orders:

1) Unless input directly into the EMR, Physician orders shall be legibly documented in black ball point pen ink on Form DC4-714B, *Physician's Order Sheet*, or Form DC4-714C, *DEA Controlled Substances Physician's Order Sheet*.
2) All Physician orders shall be implemented by the nursing staff, as directed by the Clinician.
3) All Stat and "now" orders shall be noted and transcribed by a Licensed Nurse immediately following the Clinician's written or verbal order.
4) Infirmary orders shall be noted and transcribed by a Licensed Nurse within two hours of the Clinician's verbal or written order.
5) Outpatient clinic Clinician orders shall be noted and transcribed by a Licensed Nurse on the shift written, but no later than the next day's shift.
6) Unless input into the EMR, all noted orders shall be documented in red ball point pen ink and reflect the date, time, signature, and stamp or printed name with title (RN or LPN).
7) All Physician orders that require Medical Treatment and Data Collection (nebulizer treatment, blood pressure, and glucose monitoring, etc.), except wound care, shall be documented on Form DC4-701A, *Medication and Treatment Record*.
8) All telephone orders shall be:
   - Preceded by the abbreviation "T.O." written by a Licensed Nurse;
   - Repeated back to the Clinician to ensure the accuracy of the order and documentation; and
   - Documented by the Licensed Nurse and countersigned by a prescribing Clinician as soon as possible, but no later than the next business day.

c. IC-003

Medical Holds:

The Clinician shall document medical holds on Form DC4-706, *Health Services Profile*, following HSB 15.02.02, *Health Care Clearance/Holds*. Medical holds shall continue until an inmate's care is stable to the point that a transfer will not compromise treatment or the inmate's health.

d. IC-004

Care should be provided per the following:

Florida Statutes:

- Chapter 464, Nursing, Part I Nurse Practice Act, Part II Certified Nursing Assistants;
- Chapter 945, Department of Corrections
- Chapters 381-408, Public Health

Florida Administrative Code:

- Chapter 64B9, 1-15, F.A.C.
- Rule 59A-3.253. F.A.C.
- Chapter 33, F.A.C., Florida Department of Corrections Rules

Department Policy:

- Procedures
- Manuals
- HSBs
- Healthcare Directives
- Forms

National Nursing and Health Care Standards including, but are not limited to:

- National Council of State Boards of Nursing
- The American Nurses Association Correctional Nursing Scope and Standards of Practice
- The American Nurses Association Nursing Scope and Standards of Practice
- The American Nurses Association Psychiatric Mental Health Nursing Scope and Standards of Practice
- The American Nurses Association Nurses Code of Ethics
- American Correctional Association

e. IC-005

The Contractor shall ensure they are organized, staffed, and equipped to provide competent nursing care, according to the level of acuity of patient care provided at each institution.

f. IC-006

The Contractor shall provide RN coverage 24 hours per day/7 days per week at institutions with 600 or more inmates designated to house inmates classified as medical grades M-3 or M-4. If an insufficient number of RNs are available due to the Contractor's documented inability to employ, a minimum of 16 hours of daily RN coverage shall be provided. During the hours that an RN is not available for shift coverage and LPNs are covering a shift, the institution's DON shall be available in an on-call status if needed.

g. IC-007
LPNs shall be available on-site, per the approved Staffing Plan, to provide services within the scope of their licenses and certifications under an RN's direction.

h. IC-008
Where inpatient care is provided (Infirmary, Palliative Care, Intensive Medical Unit, etc.) Licensed Nurse(s) shall be available on-site to provide inpatient nursing care at all times.

i. IC-009
Certified Nursing Assistants (CNAs) should be utilized, as appropriate, within the scope of their certification.

j. IC-010
The Institutional DON shall be available on-site during regular business hours and available on-call after-hours, weekends, and holidays.

k. IC-011
The Contractor's Clinician will provide clinical assistance to the nursing staff during their daily activities including, but not limited to wound care, infirmary care, insulin line, and EKG.

l. IC-012
Intake and Reception Process:
The Contractor shall provide services per Procedures 401.014, *Health Services Intake and Reception Process*; 403.008, *Inmate Health Services Orientation and Education*; and HSB 15.01.06, *Health Care Reception Process for New Commitments*.

1) A Licensed Nurse shall provide each newly committed inmate an *Authorization for Health Evaluation and Treatment*, DC4-711C, to sign before screening and evaluation.
2) A Licensed Nurse shall witness the inmate's signature on the DC4-711C and, once signed by the inmate, the Licensed Nurse will also sign and stamp the form as a witness. If the inmate refuses to sign the DC4-711C, s/he will sign a *Refusal of Health Care Services*, Form DC4-711A, and the refusal will be documented on the DC4-701, *Chronological Record of Health care.*
3) If an inmate's current health is stable, within eight (8) hours of arrival, a Licensed Nurse shall conduct an initial screening of the inmate and a review of any transfer information from the county jail (DC4-781, *County Jail to DC Health Information and Transfer Summary*) to identify the inmate's health care needs.
4) Nursing staff shall immediately refer an inmate they believe is showing active symptoms of psychosis (e.g., active hallucinations, delusions, etc.), a manic episode (unexplained agitation, pressured speech, etc.), or a risk of self-injury/suicide to Mental Health staff, and take the necessary precautions for the inmate's safety, following Procedure 404.001, *Suicide and Self- Injury Prevention*.
5) Any inmate who needs immediate mental, dental, or medical services will be identified and referred by a Licensed Nurse to the respective specialties for evaluation and treatment.
6) Inmates with impairments or disabilities shall be assessed and provided with specialized services, per HSB 15.03.25, *Services for Inmates with Auditory,*

Mobility, or Vision Impairments and Disabilities. The Warden, or designee, shall be notified of the disability and recommended accommodation needs.

7) Communicable diseases shall be documented on the *Communicable Disease Record*, DC4-710.
8) Medication from previous jail providers that is prescribed appropriately, clearly identified, unadulterated, dispensed, and with a label indicating the inmate's name will be single-dosed until a Clinician sees the patient. If there is no clear medical need for the prescription, the inmate will be referred to a Clinician as soon as possible and the medication will be withheld until the Clinician has evaluated the patient.
9) Every effort will be made to ensure continuity of medication according to HSB 15.14.04, *Pharmacy Operations*.
10) The examining Clinician shall determine if a review of an inactive medical record is needed and shall order all relevant non-correctional medical records necessary to ascertain the inmate patient's previous medical history. The examining Clinician shall order all relevant non-correctional medical records necessary to determine medical history, including any information from the county jail not provided on the jail transfer summary.
11) Inactive medical records for inmates previously incarcerated are available by Clinician order or through the EMR system, if applicable.
12) Reception Laboratory Tests are required for all newly committed inmates and shall be collected or performed by trained, qualified health care staff.
13) Newly committed inmates will receive the following tests within seven (7) calendar days of arrival and before receiving a complete initial physical examination:
    - Rapid Plasma Reagin;
    - Complete Blood Count;
    - Comprehensive Metabolic Panel (CMP);
    - Urinalysis by dipstick;
    - Sickle Cell Screening (if clinically indicated by intake Physician);
    - Two-step Tuberculin Skin Test (the Reception Center should make every effort to complete the two-step process on those inmates who need it before they are transferred out of the Reception Center);
    - Electrocardiogram (only if clinically indicated by intake Physician);
    - Stool Hemoccult on all inmates 50 years of age or older;
    - Chest X-ray (when there is a documented positive Tuberculin Skin Test within the past two (2) years, or has HIV, or other pertinent findings); and
    - Testing for HIV infection shall be offered to all new inmates and shall be conducted per HSB 15.03.08, *Human Immunodeficiency Virus (HIV) Disease and Continuity of Care*. If an inmate already has a previous, documented, positive diagnosis of HIV, an HIV Viral Load will be ordered instead of repeating the Western Blot or ELISA.
14) The Clinician may order further diagnostic procedures if clinically indicated.

m. IC-013

New Commitment Initial Physical Exam:

Newly committed inmates shall receive a complete initial physical examination (IPE) within 14 calendar days of incarceration at the Reception Center.

A Licensed Nurse will conduct an initial screening of each inmate to include taking their Vital Signs, checking their weight, and reviewing any county jail transfer information to identify their health care needs. The receiving Licensed Nurse will

conduct the initial screening and complete Form DC4-707, *Health Appraisal*, within eight (8) hours of arrival at the receiving facility.

The health appraisal shall include a thorough socio/medical history with:
1) Present illness and health problems;
2) Current medications;
3) Medical history;
4) Mental health history;
5) Previous hospitalizations;
6) Surgical history;
7) History of any sexually transmitted diseases;
8) Childhood diseases;
9) Chronic conditions;
10) Family history of any significant medical problems (e.g., cancer, tuberculosis, diabetes, heart disease, etc.);
11) Social history, especially drug abuse and sexual activity (frequency, number of partners, orientation, or preference); and
12) Immunization history.

The complete physical examination, also known as the Initial Physical Exam (IPE), shall include:
1) A review of systems;
2) Digital rectal exam, if indicated;
3) Visual screening;
4) Audiometric screening (if there is a significant hearing deficit); and
5) A female inmate shall also have the following:
    - Gynecological and obstetrical history;
    - Pelvic examination;
    - Pap smear for inmates between the ages of 21 and 65, except those who have had a total hysterectomy);
    - Vaginal and cervical smears for Gonorrhea and Chlamydia;
    - Baseline mammography for inmates aged 50 years or older (the Clinician has the discretion to begin earlier if clinically indicated);
    - Pregnancy test; and
    - A prenatal referral for all pregnant inmates.

Any deviations from the above shall be documented on the DC4-701, *Chronological Record of Health Care*.

The Clinician shall:
1) Review, initial, stamp, and date all laboratory results;
2) Review any transfer information from the county jail;
3) Document all past and current health issues on the *Problem List*, DC4-730;
4) Provide additional care as needed based on their findings following the IPE;
5) Document additional assessment and treatment on the DC4-701, *Chronological Record of Health Care*, and appropriate OBIS screen;
6) Upon completion of the inmate's health appraisal, assign the appropriate health grades, classify disability, and document on Form DC4-706 per HSB 15.03.13, *Assignment of Health Classification Grades to Inmates*;

7) Identify inmates with chronic illnesses, complete an evaluation, and schedule for follow-up in a chronic illness clinic at an appropriate interval, following HSB 15.03.05, Chronic Illness Monitoring and Clinic Establishment Guidelines;
8) Provide treatment plan including Chronic Illness Clinic assignment, follow-up appointments, and medication orders;
9) Obtain medical records from inmates' community physicians;
10) Order further testing or radio-imaging, if clinically indicated; and
11) A hard copy of all applicable OBIS screens shall be created and placed in the inmate's medical record.

Upon completing the health services intake and reception process, the inmate will be considered "medically ready" to transfer to a permanent institution. Contractor staff shall forward records that arrive after the inmate transfers to the new institution where the inmate is located.

n. IC-014

Inmate Transfers-Sending Facility:

The Contractor shall provide services per Procedures 401.017, *Health Records and Medication Transfer,* and 401.016, *Medical Transfers,* and the Nursing Manual.

Before an inmate transfer, a Licensed Nurse shall review the inmates' health record to check for any current health care conditions or medical holds that would prevent the inmate from transferring safely. The Licensed Nurse shall complete the top section of the DC4-760A, *Health Information Transfer/Arrival Summary for Intrasystem transfers* (within FDC), including transfers to Departmental mental health inpatient units (TCU, CSU, and CMHTF) and out-to-court, before the inmate departs from the sending facility.

The Contractor shall document any pending laboratory results for a transferring inmate on Form DC4-760A. Laboratory results received after inmate transfer shall be mailed to the inmate's permanent institution or entered in the EMR.

The Contractor's staff shall place Direct-Observed Therapy (DOT) medication and a copy of the current medication administration record (packaged separately in a brown envelope) inside the bag with the current health record the evening before, or the day of, the transfer, if the inmate is prescribed medications to take in the morning. A Licensed Nurse shall administer DOT morning medications before the inmate departs the institution.

o. IC-015

In-Transit Receiving Facility:

A Licensed Nurse shall complete Form DC4-760A, *Health Information Transfer/Arrival Summary,* In-Transit Section within eight (8) hours of an inmate's arrival to the transit institution. The Contractor's staff at in-transit facilities will review medical records with red identifiers for DOT medication or medical conditions requiring intervention (i.e., diabetic on insulin that needs Accu-checks) before arrival at their permanent institution.

p. IC-016

Permanent Receiving Facility:

A Licensed Nurse shall complete Form DC4-760A, *Health Information Transfer/Arrival Summary,* Permanent Section within eight (8) hours of an inmate's arrival to a permanent institution. A Clinician shall review the health record and Form

DC4-760A, *Health Information Transfer/Arrival Summary* within seven (7) days of arrival. A Licensed Nurse shall check each DOT and Keep On Person (KOP) medication against the inmate medical record. Any medication that has an expired order will be disposed of and documented.

q. IC-017

Scheduled Medical Transfers:

The Contractor shall complete Form DC4-702, *Consultation Request/Consultant's Report*, when sending an inmate to a local hospital for a scheduled appointment or procedure or when sending to a community-based provider for a consult. The Contractor will send the hospital/consult the original form and copies of any relevant patient information and place a copy of the Form DC4-702 in the inmate's health record.

Upon the inmate's return, a Licensed Nurse shall make a DC4-701 chronological note reflecting the inmate's medical condition upon return. The institutional Clinician will then review the original Form DC4-702 and the inmate's health record for further action, including documenting any resulting orders per the established process for Physician Orders. After the Clinician reviews the plan with the inmate, Form DC4-702 will be filed in the inmate's medical record in chronological order under the yellow "consultation" tab (or in the EMR).

r. IC-018

Emergency Transfer of Inmate to Outside Hospital:

Inmates transferred directly to a hospital from a major institution shall have a copy of Form DC4-760B, *Health Information Summary for Emergency Transfer to Outside Hospital*, and copies of any pertinent information from the health record sent with the inmate.

s. IC-019

Return from Outside Hospital:

The Contractor shall provide continuity of care to all inmate patients who return from the Outside Hospital, including communicating with the hospital to monitor inmate patients' progress during hospitalization.

A Contractor Clinician shall assess all inmate patients upon discharge from the hospital, obtain a copy of the hospital record to file in the Department's record, and review the recommended treatment plan for continuity of care.

t. IC-020

Transfer to Court/County Jail:

A Licensed Nurse shall complete the top section of Form DC4-760A, *Health Information Transfer/Arrival Summary for Intrasystem Transfers,* when inmates are transferred to a court or county jail. The original Form DC4-760A will remain in the inmate's health record. The letterhead envelope will be addressed to the county jail and marked "CONFIDENTIAL CONTAINS PROTECTED HEALTH INFORMATION."

u. IC-021

Sick Call:

The Contractor shall provide services per Procedures 403.006, *Sick-Call Process and Emergencies,* and the Nursing Manual.

1) Sick-call and callout times for non-urgent health services will be established by the CHO/Institutional Medical Director and security staff, depending on meal schedules, work squads, count times, and other security factors at each institution.
2) Licensed Nursing staff shall provide a health care services orientation to inmates immediately upon arrival, including how to access sick call.
3) Sick call shall be provided in a clinical setting at least five (5) days a week by a Licensed Nurse.
4) Inmate requests for sick call services shall be available to inmates daily.
5) Inmates may sign up for sick call daily by one of the following methods:
   - Signing up on the *Inmate Sick-Call Sign Up Log*, DC4-698B and then completing Form DC4-698A, *Inmate Sick-Call Request*, upon arrival;
   - Completing Form DC4-698A, *Inmate Sick-Call Request* and placing it in a secured box that the Contractor's staff will access and collect daily (or submitted electronically, if available);
   - Completing Form DC6-236, *Inmate Request Form*; or
   - Inmates who cannot make a written request due to language or education barriers will continue to access care via a verbal request with an interpreter's assistance.
6) The RN will triage all sick call requests (including all units, confinement, and satellite facilities) as:
   - Emergent;
   - Urgent; or
   - Routine (non-urgent).

   All sick call requests shall be logged on Form DC4-698C, *Sick Call Triage Log*.
7) Inmates shall be seen by the Licensed Nurse according to triage priority:
   - Emergent: Patient is seen immediately;
   - Urgent: Patient is seen within 24 hours; and
   - Routine: Patient is seen timely, no more than seven (days) from the request.
8) A Licensed Nurse shall complete an assessment on the inmate and document using the appropriate DC4-683 series protocol.
9) A Licensed Nurse shall implement the plan, as outlined on the appropriate DC4-683 protocol.
10) A Licensed Nurse shall document sick call that does not have a corresponding DC4-683 Protocol form on the DC4-701, *Chronological Record of Healthcare*, including Vital Signs, as described under the documentation section.
11) When an LPN assists with sick call, their completed Nursing Protocol or SOAPE note (if no applicable Protocol is available) shall be reviewed and co-signed by an RN or Clinician before the end of the shift. If no RN or Clinician is scheduled on the LPN's shift, an RN or Clinician on the next shift is responsible for reviewing and co-signing the LPN's assessment.
12) The Institutional DON shall maintain and display a current list of available Nursing Protocols in all treatment rooms used for Sick Call and Medical Emergencies.

v. IC-022

Sick Call - Special Housing:

The Contractor shall provide services per Procedure 403.003, *Health Services For Inmates In Special Housing*, and the Nursing Manual.

1) Inmates in special housing shall have access to sick call seven (7) days a week.

2) An inmate in special housing will use Form DC4-698A to sign-up for sick call.
3) Nursing staff will initial and date the Form DC4-698A (white copy), upon receipt.
4) Inmates who cannot make a written request due to language or education barriers will continue to access care via a verbal request with an interpreter's assistance.
5) Nursing staff conducting daily special housing rounds will place the name of any inmate unable to complete a written request on Form DC4-698B to ensure the inmate will be scheduled. A copy of Forms DC4-698B shall be provided to institutional security staff.
6) The Contractor shall add confinement inmates requesting sick call to Form DC4-698C, in order of triage priority.
7) A Licensed Nurse shall only perform sick call at the cell front in an emergency or when, at their discretion, addressing the following conditions/problems (if their Vital Signs are within normal parameters):
   - Headache, without visual changes;
   - Insect bites;
   - Blisters;
   - Calluses/corns;
   - Simple rash;
   - Jock itch;
   - Sinus;
   - Sore throat; and
   - Mild sunburn.

   If any of these conditions fail to respond to two (2) courses of treatment with OTC medication or require access to sick call two (2) consecutive times must have an expanded assessment outside the cell or referral to the Physician.
8) Inmates with Vital Signs outside the normal parameters will be assessed outside of the cell if the inmate can be safely moved.
9) The Licensed Nurse performing sick call should have the inmate's record when the inmate is evaluated. If the record is not available, the inmate shall still be evaluated for their complaint.
10) Complicated or special procedures will continue to be performed in the health services department, as the Clinician deems necessary.
11) However, when possible, a room in the special housing unit will be identified and equipped with appropriate equipment and supplies to allow for sick call and examinations (both nursing and Clinician) to be held. If no area can be established for these purposes, inmates will be seen in the Medical area.
12) If an inmate's medical condition changes that would affect the use of chemical restraint agents or electronic immobilization devices, a Licensed Nurse must complete a new Form DC4-650B, *Risk Assessment for the Use of Chemical Restraint Agents and Electronic Immobilization Devices,* and provide a copy to institutional security staff, replacing the previous DC4-650B.
13) Daily, the Contractor's CHO/Institutional Medical Director or other health care staff will review the names of inmates who do not attend scheduled appointments against the roster of inmates in special housing. The CHO/Institutional Medical Director will arrange for those inmates identified to be rescheduled for a callout to the clinic or to be examined by health care staff in the special housing unit.
14) For inmates in special housing only, copies of Form DC4-698B will be maintained in a file by the Institutional DON or HSA for six (6) months and then discarded.
15) Form DC4-698A will be maintained in the same manner as those for Open Population.

w. IC-023

Sick Call Referral:

Sick call complaints outside the Licensed Nurse's scope of practice to treat, or continued complaints not resolved, shall be referred to the Clinician for evaluation and treatment. The Licensed Nurse will make an immediate Clinician referral for the following types of complaints:

- Respiratory distress;
- Chest pain;
- New onset or change in mental status; and
- New onset of neurological deficits

The Licensed Nurse shall call the Clinician for inmates who present twice with the same complaint (continued or worsening symptoms, within 24 hours, after regular business hours, when no Clinician is on-site to evaluate the inmate). Inmates who present to sick call three (3) times with the same complaint unresolved will be referred to a Clinician. The Contractor's Clinician shall assess and provide treatment to inmates referred by nurses (or other health care staff) by way of sick call referral, either "stat" (same day, immediate) referral or by scheduled appointments.

x. IC-024

Inmate Emergencies (self-declared or staff referred):

A Licensed Nurse shall provide inmates a health care services orientation immediately upon arrival, including how to access emergency health care when needed.

The Contractor's Clinician shall provide urgent care or emergency care to inmate patients in case of emergencies, such as:

- Self-declared emergency by an inmate,
- Referred by nursing staff (or other health care staff);
- Sudden onset of an acute illness; or
- An injury caused by an accident, altercation, sexual assault, trauma, use-of-force, or self-inflicted injuries/suicide.

A Licensed Nurse shall respond to medical emergencies declared by an inmate or referred by staff, as soon as possible but no longer than four (4) minutes (First Responders satisfy the four (4) minute response time). Upon response, the Licensed Nurse may conduct a focused assessment and initiate first aid or basic life support within their scope of practice. If needed, the Contractor's On-Call Provider shall provide consultation via phone after-hours, on weekends, and State holidays, and if necessary, shall be able to return to the institution to provide services.

Healthcare emergencies with possible loss of life or limb will be dealt with immediately by the senior health care staff member on-duty and transferred to the local emergency management system (EMS), depending on the emergency's criticality. The patient's immediate healthcare needs take precedence over any documentation requirements to ensure the nurses' ability to render lifesaving interventions. The nurse may document once the patient is stabilized or transferred.

All patients seen for a declared emergency shall have, at minimum, a completed appropriate DC4-683, Protocol Series, or Form DC4-701, *Chronological Record of Health Care*, with Vital Signs.

When an LPN assists with an emergency, their completed Nursing Protocol or SOAPE note (if no applicable Protocol is available) shall be reviewed and co-signed by an RN or Clinician before the end of the shift. If no RN or Clinician is scheduled on the LPN's shift, an RN or Clinician on the next shift is responsible for reviewing and co-signing the LPN's assessment. The reviewer shall ensure the LPN's patient assessment is reviewed for timeliness, thoroughness, and appropriateness of patient disposition. Findings of concern should be addressed by issuing a "call out" for the patient for additional evaluation.

If a complaint is determined to be an emergency requiring specialized care, not available at the institution, the Contractor shall transfer the inmate to Outside Hospital and complete Forms DC4-701C, *Emergency Room Record*, DC4-708, *Diagram of Injury*, and DC4-781M, *Emergency Nursing Log*.

y. IC-025

The Contractor shall perform a Periodic Screening Encounter every five (5) years until the inmate is 50 years of age and annually after that, per HSB 15.03.04, *Periodic Screenings*.

Typically, Licensed Nursing staff can complete this screening; however, if the inmate is enrolled in any Chronic Illness Clinic (CIC), this screening and health assessment must be completed by the Clinician during one of the CIC appointments.

The following diagnostic tests will be performed seven (7) to 14 calendar days before the Periodic Screening Encounter:

1) Complete Blood Count and Urinalysis by dipstick.
2) Prostate Specific Antigen, if clinically indicated or determined by the Clinician.
3) Lipid profile to be done at age 40, as a baseline.
4) Random blood glucose by finger stick.
5) EKG, if clinically indicated or determined by the Clinician.
6) Mammogram for female inmates 50 years of age and older or if clinically indicated.
7) Stool Hemocult.
8) Annual chest x-ray for inmates 55-77 years of age, who are either a current smoker or quit smoking in the previous 15 years and had a one-pack-per-day smoking habit for 30 years or more.

z. IC-026

The Contractor shall perform female health examinations following HSB 15.03.04, *Periodic Screening*, and HSB 15.03.24, *Breast Cancer Screening/Mammograms*.

A Clinician will perform a Gynecological examination and record their findings on Form DC4-686, *Gynecological Examination.*

1) Routine Pap smears: Will be conducted every three (3) years for inmates between the ages of 21-65 if their previous test was normal. Pap smears can be done more frequently if clinically indicated. Inmates with a prior hysterectomy for non-cancerous reasons do not require a Pap smear.
2) Additional gynecological examinations shall be performed as deemed clinically necessary by the Clinician.
3) A baseline Mammography study shall be performed for female inmates at 50 years of age and every two (2) years after that until the age of 74. The Clinician

has the discretion to begin this study earlier or perform mammography more frequently.

aa. IC-027

Pregnant Inmates:

The Contractor shall provide services for pregnant inmates per HSB 15.03.39, *Health Care for Pregnant Inmates*.

An inmate confirmed to be pregnant will be transferred to Lowell CI for the duration of her pregnancy; she will be referred to an Obstetrician to establish an official expected date of delivery, to receive routine prenatal care, and to be screened for high-risk pregnancy and chemical addiction for obstetrical care. The Obstetrician will follow the inmate throughout her pregnancy and make any necessary specialist consultation referral requests. Testing and counseling shall be provided per Rule 64D-3.042, F.A.C. An APRN specialized in Gynecology may manage gynecology exams. An appropriate referral to a Gynecologist will be made if clinically indicated.

Unless there is documentation of a previous positive test in an inmate's medical record, the Contractor shall offer all pregnant inmates HIV testing. Before the testing, the Contractor shall provide counseling, including information on the potential impacts to the child and the availability of treatment if she tests positive. The HIV counseling shall be documented on Form DC4-812, *STD Counseling for Pregnant Inmates.* If the pregnant inmate objects to HIV testing, the Contractor shall document her refusal on Form DC4-711A (Section 384.31, F.S.). HIV, Hepatitis B (HBsAg), Gonorrhea, Chlamydia, and Syphilis testing will be offered at the initial prenatal visit and at 28 to 32 weeks' gestation (unless the first test is positive) for all pregnant women, regardless of risk behavior per Rule 64D-3.042, F.A.C. The HBsAg test is not necessary if there is a previous positive test in the medical record.

Pregnant inmates will be transferred to a contracted Outside Hospital for the actual delivery and returned to Lowell CI when discharged by the attending Obstetrician. Post-partum care, including the six-week check-up will be provided at Lowell CI according to the orders of the attending Obstetrician. In the case of an emergency delivery at the institution, the inmate and the infant will be transferred to the contracted Outside Hospital as soon as possible and care will be provided according to the attending Obstetrician's orders.

bb. IC-028

Institutions with Youthful Offenders (YOs) shall focus on health education, including Sexually Transmitted Diseases, Tuberculosis, Blood Borne Pathogens, infectious diseases, personal hygiene, exercise, weight control, and nutrition.

cc. IC-029

The Contractor shall provide healthcare to impaired inmates with disabilities, following ADA, FDC policies, and HSBs. The Clinician will assist in the placement of inmates with disabilities to ensure that they will receive all necessary accommodations appropriate to their impairment(s).

The Contractor's goal should be to protect and preserve useful ranges of motion of all articulations to the extent possible. Patients with disabilities must receive adequate assistance with their Activities of Daily Living from trained Inmate Assistants.

dd. IC-030

The Contractor's Clinician shall evaluate, monitor, and provide continuity of care to all inmate patients enrolled in CICs, per HSB 15.03.05 and all attachments pertaining to their diagnosed illness.

ee. IC-031

Cardiovascular Clinic

Baseline procedures: Fundoscopic exam, EKG, Comprehensive Metabolic Profile (CMP), Thyroid Stimulating Hormone, Urine Analysis by dipstick. If clinically indicated: Chest X-ray, Lipid Profile, Complete Blood Count with platelets, PTT, Prothrombin time with INR, Albumin, Creatinine, Liver Function tests.

Follow-up: lab test(s) are determined and ordered by the attending Clinician based on findings at the previous clinic appointment. However, at a minimum, CMP and Urine Analysis are required annually.

Goals:

Hypertension-Blood pressure less than 140/90 and if diabetic, Blood pressure less than 130/80.

Hyperlipidemia (see below)

LDL Cholesterol

- Low risk: <160
- Moderate risk: <130
- High risk: <100

HDL Cholesterol

- Men: >40 mg/dl
- Women: >50 mg/dl

Triglycerides

- <150mg/dl

Anticoagulation: minimize the number of Clinicians prescribing/adjusting warfarin for the patient; establish to review each patient at least monthly; achieve a therapeutic INR goal within 30 days of warfarin initiation; use single target INR value as goal endpoint (i.e., target 2.5 range 2.0-3,0); avoid major medication interactions.

ff. IC-032

Endocrinology Clinic

Baseline procedures: Dilated fundoscopic exam, Urine dipstick, CMP, Lipid Profile, HbA1c are required for Diabetic patients. Inmate with Thyroid Disorder required TSH; EKG may be ordered if clinically indicated.

Follow-up: HbA1c (diabetic patient); TSH (thyroid disorder). At a minimum: CMP or BMP, Lipid Profile, Urine dipstick and dilated fundoscopic exam are to be done annually for diabetic patient. Patient with thyroid disorders will need TSH annually.

Goals: HbA1c less than 7.0; prevent end-organ damage; If diabetic, blood pressure less than 130/80 or for thyroid disorders, blood pressure less than 140/90; ACE inhibitors or ARB are prescribed for any degree of proteinuria unless contraindicated; Lipid profile range is LDL less than 100; TG less than 150 and HDL in men greater than 40mg/dl and women greater than 50mg/dl; other endocrine conditions stable with no unaddressed problems.

gg. IC-033

Respiratory Clinic

Baseline procedure: Chest X-Ray

Follow-up: As clinically indicated

Goals: Good control of medical condition (shortness of breath, wheeze, cough less than two (2) days per week); prevent complications; asymptomatic reactive airway disease with fewer than two (2) rescue inhalations a week of inhaled short-acting beta-agonist; requires only routine care; and other pulmonary conditions stable with no unaddressed problems.

hh. IC-034

Neurology Clinic

Baseline: EEG, Neuro-imaging, and Serum Drug level, if applicable

Follow-up: Serum Drug level, if applicable. At a minimum, a CBC and CMP are required annually.

Goals: Identify and classify seizure type; avoid drug-drug interactions; minimize seizures through appropriate therapy; minimize adverse events, including potentially avoidable hospitalizations; prevent pressure ulcers in patients with paralysis and other neurological conditions stable with no unaddressed problems.

ii. IC-035

Immunity Clinic

Baseline: Fundoscopic exam, CD4 count with percentage, Complete Blood Count, HIV Viral load, Toxoplasma Antibody, CMV-Antibody, TSH, Chest X-Ray, CMP, UA, RPR. Hepatitis ABC screening, Pap smear.

Follow-up: CD4 and CBC, HIV viral load; these tests can be done more frequently if clinically indicated. Fundoscopic exam if CD4 < 50 or if the patient has visual complaints; Pap smear every six (6) months (for female inmates).

Goals: Offer to screen; Identify acute seroconversion; Identify chronic infection
HIV viral load undetectable (sustained viral suppression); Prevent opportunistic infection; No adverse effect from medication.

jj. IC-036

Gastroenterology Clinic

Baseline: HCV Viral load, Genotype, Fasting CMP, Complete Blood Count with platelets, Liver Function test, UA

Follow-up: Liver Function Test. At a minimum, annually: Complete Blood Count with platelets, CMP, and UA; Hepatocellular Carcinoma screening, if indicated.

Goals: Prevent complications; Control condition; Diagnose cirrhosis early; Determine complications, if present; and Delay decompensation.

kk. IC-037

Miscellaneous Clinic

Baseline: Blood tests are ordered based on diagnosis

Follow-up: As related to diagnosis or based on the clinical findings at the previous appointment.

Goals: Control of medical condition and prevention of complications.

ll. IC-038

Oncology Clinic

Baseline: Diagnostic procedures as recommended by Oncologist

Follow-up: CBC and others, as clinically indicated

Goals: Cure disease; prevent the spread of malignancy; prevent complications; prolong life; and relieve suffering.

mm. IC-039

Tuberculosis Clinic

Baseline: Chest X-Ray, HIV test, Liver Function Test. Sputum for AFB Smears, NAA (MTD), and culture, if clinically indicated.

Follow-up: Monthly Liver Function test or as ordered by the Clinician

Goals: Cure the individual patient and minimize the transmission of Mycobacterium tuberculosis.

nn. IC-040

Specialty Care:

The Contractor shall provide services per HSB 15.01.02, *Specialty Consultations at Reception/Staging Centers*, and HSB 15.09.04.01, *Specialty Health Services at Reception and Medical Center or Staging Facilities.*

When a patient's medical condition requires specialty care, the contractor's Clinician will refer the inmate to Specialty Clinic. An attempt shall be made to provide a presumptive diagnosis to the Specialist.

The Clinician will review, acknowledge (by initial, date, stamp) all consultation reports; follow-up visit, testing, and medications will be ordered. Meet with inmate to discuss results and discuss plan of care. Place inmate patient on medical hold until their medical issue has resolved.

oo. IC-041

Dialysis:

The Contractor will provide a Board-Certified Nephrologist to supervise/oversee the operation of the Dialysis Clinics at RMC, Florida State Prison (FSP) and Lowell CI, or alternate locations approved by the Department. The Nephrologist also monitors and provides care for the inmates who require Dialysis.

pp. IC-042

Inmate Post Use-of-Force Assessment:

The Contractor shall provide services to inmates after a use-of-force incident, per Rule 33-602.210, F.A.C.

If a chemical agent was used, a Licensed Nurse shall ensure that the inmate receives education on the following:

- Importance of showering immediately and not using soap;
- To report any difficulty breathing immediately;
- To remain in an upright position;
- Not to apply lotion to their skin; and
- To splash cool water to their eyes every five (5) to 10 minutes.

If an inmate refuses to shower after force using chemical agents, the Contractor's medical staff shall conduct a cell-front examination and explain to the inmate in a clear and audible tone the purpose and potential physical implications of not completing decontamination. Medical staff members shall record notes of any decontamination consultation on Form DC4-701C, *Emergency Room Record.*

Immediately following a physical or electronic immobilization use-of-force event and after the decontamination shower following a chemical agent use-of-force event, a Licensed Nurse shall examine the inmate, including a visual inspection of the entire

body, render any necessary medical treatment and document on Forms DC4-701C, *Emergency Room Record*, DC4-708, *Diagram of Injury*, and DC4-701, *Chronological Record of Healthcare*. The Licensed Nurse shall notify the Clinician and implement any treatment ordered. The Clinician shall review and sign Form DC4-701C no later than the following business day. Copies of the DC4-701C shall be filed and distributed as directed on the form.

The attending medical staff member shall make a mental health referral for any inmate with an S-grade of S-2 or S-3 using Form DC4-529, Staff Request/Referral. The Referral shall be forwarded immediately so that a mental health evaluation can be conducted on the inmate following involvement in use-of-force.

qq. IC-043

Staff Care Post Use-of-Force:

The Contractor's Clinician or Licensed Nurse shall offer all Department or contractor staff involved in a use-of-force event a medical examination. If an examination is conducted, it should be documented on Form DC4-701C, including all injuries claimed by the staff member or observed by the medical staff. Should the staff member decline a post-use-of-force medical examination, the Contractor's medical staff will have the employee sign Form DC4-711A, *Refusal of Health Care Services*, indicating an examination was offered but declined.

rr. IC-044

Post-Sexual Battery Examination:

Contractor shall provide services following reported sexual battery per Procedure 602.053, *Prison Rape: Prevention Detection, And Response* and HSB 15.03.36, *Post Sexual Battery Medical Action*.

If an inmate or staff member reports an inmate as the alleged victim of sexual battery, the Contractor's Licensed Nurse shall:

1) Assess the alleged victim for any life-threatening conditions or injuries, notify the Clinician immediately, and treat accordingly on the appropriate DC4-683 Protocol and document on Form DC4-683M, *Alleged Sexual Battery Protocol*.
2) Leave non-life-threatening injuries untreated to preserve any possible forensic evidence for the Sexual Assault Response Team (SART).
3) Notify the OIC if the nurse is the first to know.
4) Provide the alleged victim with Form DC4-711B, *Consent and Authorization for Use and Disclosure Inspection and Release of Confidential Information*, and complete as described in HSB 15.03.363.
5) Complete Form DC4-529, *Staff Request Referral*, to initiate a Mental Health Referral for the alleged victim to be seen no later than the next business day.
6) The Contractor shall document the PREA (Prison Rape Elimination Act) number on the appropriate DC4-700B or DC4-700C Form (Medical Encounter Coding Form – Male and Female).

After a medical screening by the SART at the institution, the Licensed Nurse shall review the medical record to ascertain which of the following labs were collected:

- HIV
- Hepatitis B
- Hepatitis C
- Syphilis
- Gonorrhea

- Chlamydia

If any of the above tests were not performed, the Licensed Nurse shall get a Clinician's Order to collect specimen(s) and administer treatment(s) as ordered, including prophylactic treatment. If the perpetrator is known and identified, a Clinician will order for the perpetrator to be tested for the above conditions.

All female victims capable of becoming pregnant (i.e., pre-menopausal, non-pregnant, childbearing age, the uterus still intact) shall have pregnancy testing scheduled at the appropriate interval. Emergency contraception (e.g., Plan B One-Step) shall be kept in stock or readily available at all female institutions/facilities and shall be offered to all alleged female victims of reproductive age, per the instructions on the medication insert.

Repeat testing for diseases that may have been transmitted should be done at intervals of four (4) weeks, three (3) months, and one (1) year. Clinicians shall repeat testing cultures and probes within two (2) weeks for female victims.

An inmate with any positive test results for trichomonas, cervicitis, or any other STD shall be treated by the Clinician, as clinically indicated, following current STD treatment guidelines.

ss. IC-045

Pre-Special Housing Evaluation

The Contractor shall provide evaluations before an inmate is moved into special housing per Procedure 403.003, *Health Services for Inmates in Special Housing*. The assessment requires the inmate's presence and includes, at a minimum, Vital Signs, weight, health-related inquiry (questions), and observation of any acute mental impairment.

Licensed healthcare staff, including a Clinician, RN, or LPN will, as soon as possible, conduct a health assessment on an inmate before the inmate enters special housing.

The pre-special housing health assessment will include the following:

1) A review of the inmate's mental and physical health records;
2) Completion of the *Risk Assessment for the Use of Chemical Restraint Agents and Electronic Immobilization Devices*, DC4-650B, including notations if the inmate;
    - Has a condition that may be exacerbated by chemical restraint agents such as asthma, chronic obstructive pulmonary disease, emphysema, chronic bronchitis, tuberculosis, congestive heart failure, dysrhythmia, angina pectoris, cardiac myopathy, pacemaker, pregnancy, unstable hypertension greater than 160/110, multiple sclerosis, muscular dystrophy, or a seizure disorder.
    - Has a condition that may be exacerbated by electronic immobilization devices (EID) such as seizure disorder, multiple sclerosis, muscular dystrophy, pacemaker, or is pregnant.
3) A determination of any medication being taken by the inmate that will be continued while in a special housing unit;
4) Identification of scheduled health appointments for callout;
5) Physical assessment on Form DC4-769 that determines any current health complaints;

6) Evaluation of any physical or mental complaints using the appropriate DC4-683 protocol form;
7) Observing the inmate for signs of acute mental impairment;
8) Addressing any concerns to ensure continuity of care for the inmate in special housing; and
9) Documentation of the overall fitness of the inmate for special housing.

The omission of any of the above actions during a health assessment requires written justification by the Contractor's health care staff. Same-day written notification on the "Staff Request/Referral," DC4-529, will be provided by the Contractor's medical staff to the Contractor's mental health staff for any S-2 and S-3 inmates placed in special housing. On weekends or holidays, mental health staff will be notified the next working day.

tt. IC-046

The Clinician will visit Special Housing at least once a month to assess the overall housing conditions and ensure that inmates in special housing have access to and receive adequate health care. Inmate patients scheduled to see Clinicians will be seen in the Exam Room in each special housing unit, if possible, as defined in Procedure 403.003, *Health Services for Inmates in Special Housing* and related FDC forms.

The Contractor shall administer medication cell front in special housing units as ordered by the Clinician. A Licensed Nurse shall document when medication is administered using Form DC4-701A, *Medication and Treatment Record*.

The CHO/Institutional Medical Director will designate qualified health care staff (for nursing, only a Licensed Nurse shall be assigned) to perform daily health care rounds in special housing. Special Housing Rounds shall be performed at least once daily during waking hours at major institutions. These Rounds are intended to be a medical screening, not designed to provide treatment (unless an emergency).

Rounds shall include:
1) Asking each inmate whether they have any medical or mental health complaints, receiving a response from the inmate, and observing each inmate to verify if there are any obvious health problems.
2) If a Licensed Nurse is performing rounds, once he/she has checked on every inmate, the Nurse shall sign Form DC4-696, *Nursing Special-Housing Rounds*.

The Contractor's Clinician must evaluate and document an appraisal on the Form DC4-701, *Chronological Record of Healthcare*, if an inmate refuses medical treatment or the inmate's condition has visibly deteriorated. Any refusal for health care services or procedures will be fully documented in the medical record and on Form DC4-711A, *Refusal for Health Care Services.*

The CHO, Institutional Medical Director, or other designated Clinician shall visit the special housing areas at least once each month to evaluate the effectiveness of the health care provider visits and determine the area's general sanitation. Whenever a facility does not have an assigned Physician, the Regional Medical Director will ensure appropriate coverage is provided.

Visits shall be documented on Form DC4-694, *Monthly Special Housing Inspection*, and shall include:
1) A check of general environmental health and sanitation conditions;

2) Any specific health concern for inmates expressed by health care staff, security staff, or inmates; and
3) Identification of any special attention that an inmate requires, documented on Form DC4-701, *Chronological Record of Healthcare*.

A copy of the completed Form DC4-694, *Monthly Special Housing Inspection*, with the results of the monthly visit shall be provided to the Warden and the Chief of Security.

uu. IC-047

Infirmary Care:

The Contractor shall provide infirmary services per HSB 15.03.26, *Infirmary Services and Nursing Manual*. All infirmary patients must be within sight or sound of Contractor or FDC staff at all times.

The Contractor's Clinician shall provide infirmary care, including:
1) Admission physical examination;
2) Admission orders as clinically indicated (such as diagnosis, medications, lab, X-ray, EKG, ultrasound, diet, activities, and IV fluid);
3) Daily rounds to monitor and assess Patients' health status, give new treatment plans, or give orders as necessary;
4) Long term care;
5) Provide continuity of care, continue maintenance medication regimen and refer to Palliative Care when appropriate;
6) Discharge orders including medications and discharge summary, diagnosis, follow-up, lab test, specialty consultation; and
7) If the patient is not responding or improving with infirmary care, the Clinician shall refer the patient to the nearest Outside Hospital for further evaluation and treatment.

The Contractor's Licenses Nurses shall provide the following infirmary care:
1) Rounds every two (2) hours for all patients in the Infirmary and documented on Form DC4-717, *Infirmary Patient Rounds Documentation Log*;
2) A sufficient number of Licensed Nurses available to meet the patients' needs based on the number of patients, the severity of their illnesses, and the level of nursing care required;
3) Complete Form DC4-529, *Staff Request/Referral*, for all inmates admitted to the infirmary for mental health Reasons, and ensure the referral is provided to the Contractor's Mental Health staff;
4) Log admissions and discharge for inpatient admissions (Acute, Chronic, or IMR/SHOS) using Form DC4-797E, *Infirmary Log Inpatient*, for patients with acute, chronic (long-term care) needs or on IMR/Self-Harm Observation Status (SHOS); and
5) Log admissions and discharge for outpatient admissions (23-Hour Observation and test preparation/specimen collection) using Form DC4-797B, *Infirmary Log Outpatient*.

An RN shall be available on-site at all times if there are patients in the Infirmary to oversee patients' care. Daily Clinician rounds can be completed via telephone rounds on weekends and State holidays by making calls to the Infirmary's Charge Nurse.

vv. IC-048

Patients admitted into the Infirmary for 23-Hour Observations shall have one of the following dispositions documented on Form DC4-714B, *Physician's Order Sheet*.

1) The Patient is discharged back to their dorm once their condition has improved, up to 23 hours from admission;
2) If the condition does not improve, the Patient may be admitted to the Infirmary as an acute patient, if clinically appropriate (Physician shall complete form DC4-714D, *Infirmary Admission Orders*); or
3) If the Patient's condition has worsened past the level of care available in the Infirmary, the Patient shall be transferred to an Outside Hospital for care and treatment.

ww. IC-049

Infirmary Admissions:

- An RN shall complete an assessment on all inmates admitted for Acute Status, Chronic (Long-Term Care) Status, or Isolation Management Room/Self Harm Observation Status, documented using Form DC4-732, *Infirmary/Hospital Admission Nursing Evaluation*, within two (2) hours of admission to the Infirmary.
- An RN shall complete an assessment on all inmates admitted for 23-Hour Observation and document on form DC4-732B, Infirmary Outpatient Admission 23-Hour Observation Nurses Note, within one (1) hour of Infirmary admission.
- A Licensed Nurse shall complete a focused assessment on all Stable inmate patients currently in the Infirmary for test preparation/specimen collection, documented on Form DC4-732A, *Infirmary Outpatient Admission Test Preparation or Specimen Collection,* within one (1) hour of their arrival to the Infirmary.

xx. IC-050

Infirmary Nursing Evaluations:

- Acute patients shall be assessed by a Licensed Nurse every eight (8) hours, including Vital Signs, documented on Form DC4-684, Infirmary/Hospital Daily Nursing Evaluation. A Licensed Nurse shall assess, treat, and document all new Patient health complaints using the appropriate DC4-683 Protocol Series. Nursing staff should document all additional nursing notes on Form DC4-714A, Infirmary Progress Record.
- Chronic (Long-Term Care) patients shall be evaluated daily by a Licensed Nurse, if the patient is stable, documented on Form DC4-714A, Infirmary Progress Record, in SOAPIE format. The RN or Clinician shall modify the plan if the desired outcome is not achieved.
- IMR/SHOS Infirmary Patients shall be observed every 15 minutes by a Licensed Nurse or CNA, documented on Form DC4-650, Observation Checklist. A Licensed Nurse must evaluate the patient every eight (8) hours, documented on Form DC4-673B, *Mental Health Daily Nursing Evaluation*. A Licensed Nurse shall assess, treat, and document all new Patient health complaints using the appropriate DC4-683 Protocol Series. Nursing staff should document all additional nursing notes on Form DC4-714A, Infirmary Progress Record.
- 23-Hour Observation patients and Test Preparation/Specimen Collection patients shall be evaluated by a Licensed Nurse every eight (8) hours, including Vital Signs, documented on Form DC4-732B, *Infirmary Outpatient Admission 23-Hour Observation Nurses Note*. A Licensed Nurse shall assess, treat, and document all new Patient health complaints using the appropriate DC4-683 Protocol Series.

Additional nursing notes shall be documented on Form DC4-701, *Chronological Record of Healthcare* in SOAPIE format. An RN or Clinician shall modify the plan if the desired outcome is not achieved.

yy. IC-051

Infirmary Patient Weights:

Weigh Acute; Chronic (Long-Term Care); 23-Hour Observation; and Isolation Management Room/Self Harm Observation Status patient(s) upon admission.

Following admission, weigh patients as follows:

1) Acute patient(s): As ordered by a Clinician
2) Chronic (Long-Term Care) patient(s): Weekly
3) Isolation Management Room/Self Harm Observation Status patient(s): As ordered by a Clinician
4) Test Preparation/Specimen Collection patient(s): As ordered by a Clinician

zz. IC-052

Infirmary Weekend/Holiday Physician Rounds:

A Licensed Nurse shall call the on-call Clinician on Saturday, Sunday, and State holidays to provide the Clinician with current patient nursing assessment information for acute medical and mental health admissions. The Licensed Nurse shall document the conversation with the Clinician using Form DC4-714A, *Infirmary Progress Record*, and document any new Physician Orders, using Form DC4-714B, *Physician's Order Sheet*.

aaa. IC-053

Infirmary Discharge:

When a Clinician writes the order to discharge a patient from the infirmary, the nursing staff will complete the Nursing Discharge Summary.

A Licensed Nurse shall complete a discharge evaluation and education that includes the following:

1) Nursing assessment (note wounds or dressings);
2) Current patient complaints, if any;
3) Patient education, including medication information;
4) Discharge instructions, including signs and symptoms to watch for, and when to return to the medical department;
5) A follow-up appointment with the Clinician;
6) The Patient's understanding of the discharge instructions; and
7) Disposition of the patient (Document where the patient was discharged to).

The Licensed Nurse shall document the discharge evaluation and education using:

1) For Acute and Chronic (Long-Term Care) Admissions: Form DC4-684, *Infirmary/Hospital Daily Nursing Evaluation*
2) For IMR/SHOS Admissions: Form DC4-673B, *Mental Health Daily Nursing Evaluation*, or Form DC4-714A, *Infirmary Progress Record*
3) For 23-Hour Observation Admissions: Form DC4-732B, *Infirmary Outpatient Admission 23-Hour Observation Nurses Note*
4) For Test Preparation/Specimen Collection Admissions: Form DC4-732A, *Infirmary Outpatient Admission Test Preparation or Specimen Collection*

bbb. IC-054

Palliative Care:

Contractor shall provide palliative care per HSB 15.02.17, *Palliative Care Program Guidelines and Nursing Manual*. The Contractor's Clinician shall work closely with the Chaplain, Nurse, Security, Classification, and Mental Health staff as a member of the Interdisciplinary Team to provide compassionate care for inmates with advanced stage terminal illnesses in the last phase of his/her life per HSB 15.02.17, *Palliative Care Program Guidelines.*

The primary goals are to provide comfort care to alleviate pain while continuing maintenance medication regimens. An RN shall provide and direct nursing services, provide case management services, and give supportive care to palliative patients. A Licensed Nurse shall complete an assessment of the patient at the beginning of each eight-hour shift and documented on Form DC4-701, *Chronological Record of Healthcare*.

When transferring a patient into palliative care, the transferring facility RN shall complete:

1) Form DC4-760F, *Palliative Care Program Nurses Referral*, and verify consent for palliative care is in the medical record.
2) Document instructions and the counseling provided for patient at discharge.
3) Complete the transfer section of Form DC4-760A, *Health Information Transfer/Arrival Summary*.

The receiving facility RN shall complete:

1) Complete the Arrival section of Form DC4-760A, *Health Information Transfer/Arrival Summary*;
2) An initial nursing assessment on Form DC4-732, *Infirmary/Hospital Admission Nursing Evaluation;*
3) Within 24 hours of admission confer with the attending Clinician to obtain orders for treatment, medication, advanced directives and release of information as indicated by the patient; and
4) On-going assessments on Form DC4-701, *Chronological Record of Healthcare*, throughout her/his length of stay.

An RN shall provide the following supportive care to palliative patients:

1) Works with the patient's attending Clinician to plan interventions that control and or alleviate the patient's symptoms, including pain.
2) Ensures that nursing provided by subordinates is delivered in a manner consistent with palliative goals and objectives., through reviewing records and direct observation.
3) Participates as a team member of the Interdisciplinary team, assuming responsibility for the management of patient care.
4) Monitors the overall well-being of the patient and coordinates the services of other disciplines between meetings of the Interdisciplinary team.
5) Documents the patient's Plan of Care, as conceived by the Interdisciplinary team on Form DC4-701, Chronological Record of Healthcare, following the meeting.
6) Chart any additional problems and interventions on Form DC4-701, Chronological Record of Healthcare.

ccc. IC-055

Fall Risk Assessment:

The Contractor shall provide care in accordance with the Nursing Manual. A Licensed Nurse shall complete a fall risk assessment upon all Acute and Chronic admissions into the Infirmary and document using Form DC4-684A, *Morse Fall Scale.* Ongoing Fall Risk Assessments shall be completed and documented by a Licensed Nurse as follows:

1) Daily on all Acute patients;
2) Weekly on all Chronic Illness patients; and
3) As needed for changes in the patient's cognitive dysfunction (dementia, delirium); impaired mobility; or medication that may affect the patient's balance.

Post-Fall Assessment:
If a patient does fall, a Licensed Nurse shall assess the fall and complete a new Form DC4-684A, *Fall Risk Assessment* and Form DC4-684B, *Morse Fall Scale and Patient Fall Assessment* for each one.

ddd. IC-056

Pressure Ulcer Prevention:
The Contractor shall provide care following the Infection Control Manual. The Contractor shall establish an interdisciplinary team with defined roles and responsibilities to oversee pressure ulcer prevention for inmates in the inpatient setting. The Contractor shall provide ongoing education to the patient and all members of the health care team regarding pressure ulcer prevention and treatment.

The Contractor shall establish Clinicians with expertise to provide initial and ongoing pressure ulcer prevention education, including how to accurately stage and treat pressure ulcers. The Contractor shall maintain, encourage, and preserve activities of daily living (ADLs) as much as possible. The Contractor shall also protect and prevent skin breakdown secondary to extended immobility.

An RN shall complete the admission and a Licensed Nurse shall complete the daily assessments, as outlined in the infirmary requirements above, that includes Braden Scale and performs head to toe skin inspections for all patients upon admission and document any alteration in skin color, temperature, texture, turgor, consistency or moisture. A Licensed Nurse shall repeat the head-to-toe skin assessment, as required. Document, as required, and communicate the results of the pressure ulcer risk assessment, skin assessments and the pressure ulcer prevention plan to all members of the health care team.

The Contractor shall establish a pressure ulcer prevention plan, targeted to the patient identified risk factors, that aims to:

1) Minimize or eliminate friction and shear;
2) Minimize pressure with off-loading and support surfaces;
3) Manage moisture; and
4) Maintain adequate nutrition.

The Contractor shall monitor compliance with pressure ulcer prevention practices through auditing the process measures (e.g., percentage of patients with documentation of risk assessment and skin inspection at admission, percentage of at-risk patients with an appropriate pressure reduction surface in place). This ongoing monitoring should allow the Contractor to continually monitor the effectiveness of the pressure ulcer prevention program through ongoing monitoring of outcome measures. The Contractor shall investigate every occurrence of stage III or stage IV

pressure ulcers to identify what system failures and factors contributed to the occurrence of these pressure ulcers through a root cause analysis and identify opportunities for improvement.

eee. IC-057

Medical Restraint Use:

An RN shall complete an assessment for common medical problems that can lead to mental status changes, agitation, and out-of-control behaviors, including Vital Signs. The assessment shall be documented on Form DC4-683 or DC4-684. The potential medical problems include, but are not limited to:

- Pain
- Occluded drains
- Low O2 saturation
- Hypotension
- Infiltrating IV lines
- Electrolyte imbalance (review the patient's most recent lab results)
- Hypoglycemia
- Alcohol or drug withdrawal
- Medication reactions & side effects (review the patient's current medications and potential side effects)

Nursing staff shall implement preventative strategies and document them on Form DC4-684. If the strategies are not effective, the nursing staff should communicate with the Clinician to obtain a restraint order. The Order shall be documented on Form DC4-714B, *Physician's Order Sheet*.

The order shall include the following:

1) The type of restraint;
2) The intended purpose of the restraint;
3) The frequency of patient checks; and
4) The criteria for discontinuing the restraint(s).

A Licensed Nurse shall re-assess the patient every two (2) hours, or more frequently, based on the individual need of the patient.

The assessment shall include:

1) Proper placement of the restraint to ensure it is not too tight, too loose, or rubbing the skin causing irritation or breakdown;
2) Reviewing peripheral circulation by checking the skin for color and temperature and checking the sensation of fingers and toes;
3) Examine all bony prominences (back of skull, scapulas, coccyx, elbows, hips, heels, etc.) for new onset of discoloration or skin irritation – an early sign of skin breakdown. If able, the patient may turn him/herself from side-to-side with assistance. If the patient is unable to turn him/herself on his/her side, the patient is to be turned by staff every 2 (two) hours;
4) Exercise the range of motion for restrained extremity(ies):
    - Exercise by releasing one (1) limb at a time
    - Exercise shall be completed a minimum of five (5) times
    - If the patient is agitated, combative, or threatening staff or self-mutilation, these exercises can be performed gently with the limb still in the restraint
5) Offering meals during meal times (patient may need to be fed by staff);

6) Offering fluids every two (2) hours, or as needed, based on hydration assessment and Physician orders;
7) Offer toileting during the assessment, at least every two (2) hours;
8) Assess comfort;
9) Assess physical and psychological status; and
10) Determine the readiness for discontinuation of restraints.

A Licensed Nurse shall discontinue the restraints as soon as the patient meets the ordered criteria and then continue to observe the patient for two (2) hours following release from restraints.

Infirmary Documentation Medical Restraint Requirement
A Licensed Nurse shall document the above nursing assessments on the following forms:
1) DC4-684, *Infirmary/Hospital Daily Nursing Evaluation*
2) DC4-714A, *Infirmary Progress Record*
3) DC4-650A, *Restraint Observation Checklist*

fff. IC-058
Observation:
The Contractor shall provide care in accordance with Procedures 404.001, *Suicide and Self-Injury Prevention* and 404.002, *Isolation Management Rooms and Observation Cells* and HSB 15.05.18, *Outpatient Mental Health Services*.

When an inmate is referred for observation, pursuant to the above procedures, the Licensed Nurse shall complete a patient assessment on Form DC4-683A, *Mental Health Emergency Protocol*; Form DC4-529, *Staff Request/Referral*; and Form DC4-781M, *Emergency Nursing Log*. The Contractor's Mental Health staff shall direct FDC Security to place the inmate in an IMR, or OC, if an IMR is not available. After-hours, a Licensed Nurse may provide direction to place the inmate. The Licensed Nurse shall obtain a verbal order from the On-Call Clinician and document the order on Form DC4-714B, *Physician's Order Sheet*.

When the inmate is housed in an IMR or an OC in the Infirmary, the Contractor's medical staff shall observe the inmate at the frequency specified in the SHOS order (either every 15 minutes or continuously). If the cell is located within a housing unit, FDC will be responsible for observing the inmate. Staff will document observations of inmates on SHOS every 15 minutes on Form DC4-650, *Observation Checklist*. Licensed Nursing staff shall complete a patient assessment once every eight (8) hours and document on Form DC4-673B, *Mental Health Daily Nursing Evaluation*.

ggg. IC-059
Psychiatric Restraint Use:
Contractor shall provide care in accordance with HSB 15.05.10, *Psychiatric Restraint*. For institutions with a mental health inpatient unit, these services shall be provided by the Mental Health staff.

An RN shall complete an assessment on the inmate prior to restraint application using Form DC4-683A, *Mental Health Emergency Protocol*. In an emergency, restraints can be authorized by an RN, who shall begin the process of obtaining an order from a Clinician within 15 minutes of initiating restraints. The health care professional granting authorization for restraints shall prepare, date, and sign Form DC6-232,

Authorization for Use-of-Force. Documentation of a telephone order must include the content specified below and be countersigned by a Clinician during the next regular business day.

The Clinician's order, documented on Form DC4-714B, *Physician's Order Sheet*, shall accompany each use of restraints and cannot be repeated on an as-needed (PRN) basis. The Clinician's order for restraints shall be documented in the infirmary and include the following:

- Date and time
- Duration
- Purpose
- Release Criteria
- Authorization for the use-of-force

The Contractor's staff shall provide continuous observation of any inmate undergoing psychiatric restraint. Either direct observation or video monitoring equipment may be used. Observations will be noted every 15 minutes and continued until the use of restraints is terminated. Nursing staff shall document pertinent observations and checks on Form DC4-650A, *Restraint Observation Checklist*. Nursing staff shall make observations of respiration and satisfactory circulatory status (e.g., respiration rate, nail beds, skin warm to touch, etc.) every 15 minutes.

Nursing staff shall check the restraints every 60 minutes for rubbing and excessive looseness or tightness and remind the inmate (if awake) of the 30-minute rule release criteria. An incidental note will be made in the record hourly to note the inmate's condition, behavior, and monitoring activities. Nursing Staff will exercise the inmate's restrained limbs every two (2) hours. One (1) limb will be released at a time, and placed back into restraints before releasing the next limb for exercise. Each limb will be exercised for at least one (1) minute. A bedpan or urinal will be offered every two (2) hours. Fluids will be offered every two (2) hours. Staff will prop-up an inmate in four (4) point restraints to minimize the risk of the inmate choking on the fluids. Meals will be offered during regular meal times. Nursing Staff will feed the restrained inmate. Staff will prop-up an inmate in four (4) point restraints to a seated position to minimize the risk of the inmate choking. Vital Signs shall be taken at the end of the restraint period.

The inmate shall be released from ambulatory or four (4) point restraints when the 30-minute rule is met. The individual must remain calm for 30 continuous minutes, that is, not display any verbal or physical signs of agitation, before releasing her/him from restraints. The clinical lead staff member,as defined in HSB 15.05.10, will determine when the release criteria have been met.

Upon release from restraints, the individual will remain under constant visual observation for 30 additional minutes to monitor for continuous calm behavior. Restraints will be reapplied if, within 30 minutes following release from restraints, the individual displays agitation. The restraints will be reapplied under the current restraint order (so long as the order has not expired).

hhh. IC-060

Therapeutic diets shall be prescribed by a Clinician. The Contractor shall prescribe therapeutic diets per Procedure 401.009, *Prescribed Therapeutic Diets.*

The Contractor's Clinician shall sign Form DC4-728, *Diet Prescription/Order* for all therapeutic diet prescriptions/orders with the following distribution by the Contractor's staff:

- White copy– Food Service (given directly to Food Service staff, not sent with the inmate)
- Canary copy – Inmate Patient
- Pink copy – Medical record, attached to Form DC4-704B, *Dietary Prescription Display Sheet*

The CHO/Institutional Medical Director, or designee, shall review the Form DC4-668 concurrently with medical charts when considering renewal of a therapeutic diet. As a result of the review, the following action will be taken:

1) Any inmate, following the orientation, who misses ten percent (10%) or more of her/his meals during any month shall be called to medical to sign Form DC4-711A and the diet will be discontinued accordingly.
2) If the inmate refuses a special diet in the Food Service facility (or is found consuming a regular tray when known to be on a therapeutic diet), s/he will be directed by the Correctional Officer to return to the health services unit to sign Form DC4-711A for the therapeutic diet.
3) Therapeutic diet counseling will be documented on Form DC4-701, *Chronological Record of Healthcare*.

Unless unusual medical circumstances exist, the CHO/Institutional Medical Director, or designee, may refuse to re-prescribe a therapeutic diet for an inmate who has been non-compliant. The Contractor shall notify FDC Food Services of any inmate who has been removed from her/his therapeutic diet, via email or by writing a new diet prescription that indicates the therapeutic diet was discontinued.

iii. IC-061

Hunger Strikes:

The Contractor shall provide care of hunger strikes per Procedure 403.009, *Management of Hunger Strikes*. Nursing staff are to perform an initial assessment of the inmate on Form DC4-683RR, *Hunger Strike Protocol*, within 30 minutes of being notified of the inmate's hunger strike.

The Contractor's Clinician will determine if placement in the Infirmary is necessary based upon the inmate's medical history and clinical findings. If clinically indicated, a Clinician shall admit the inmate to the Infirmary as an Acute Admission.

A Clinician shall complete the following:

1) Baseline history and physical examination including weight and Vital Signs
2) Order laboratory testing
    - Metabolic panel
    - Complete blood count
    - Urinalysis
    - Repeat tests, as clinically indicated
3) Daily follow-up, which includes clinical observation for signs of dehydration or malnutrition, Vital Signs, and weight, can be performed by a Licensed Nurse making daily sick call rounds in special housing.

A Licensed Nurse shall document the follow-up in the inmate's medical record on Form DC4-684D, *Hunger Strike Daily Nursing Assessment.* Daily follow-up for inmates in the

infirmary shall be completed, in accordance with infirmary care for Acute Admissions. Daily physical follow-up assessments will also be scheduled for all hunger strike inmates who are not admitted to the Infirmary.

Nutritional and fluid intake shall be documented after each meal. A psychological or psychiatric evaluation should be requested for any inmate engaged in a hunger strike to determine whether the hunger strike is associated with a mental disorder.

Medical interventions, such as the forcible initiation of an IV line or nasogastric feeding tube, shall be undertaken only when there is immediate danger of loss of life or limb and approved by the FDC Health Services Director, or designee. Transportation to the nearest hospital emergency room, via emergency medical service, should be initiated if the inmate is critically ill, unstable, or deteriorating as determined by the CHO/Institutional Medical Director or appropriate medical/mental health staff.

In a difficult case where the rapidly changing situation requires Clinician availability 24 hours a day, the inmate shall be transferred to a site with 24-hour Clinician availability, in accordance with Procedure 401.016, *Medical Transfer*.

jjj. IC-062

EKG Services shall be available at the major institutions, including annexes, at all times. EKG equipment shall be properly and safely maintained.

All EKG's shall be performed by trained staff and a printed EKG report shall be available immediately and placed in the chart. The Clinician reading the EKG Report shall determine when an inmate requires treatment, consult, or offsite evaluation.
If requested by the Clinician, the Contractor shall provide a review by a cardiologist.

<u>All EKGs shall be reviewed by a Clinician:</u>
Immediately for the following:

- chest pain
- new abnormal EKG results
- unchanged abnormal with new or increasing symptoms
- abnormal Vital Signs

Next business day for the following:

- normal EKG results
- unchanged abnormal EKG results and no new cardiac symptoms

kkk. IC-063

<u>Laboratory Testing:</u>
The Contractor is responsible for all laboratory and phlebotomy services, including staff, supplies, and equipment. The Contractor shall provide or subcontract for laboratory services that are not available on-site.

The Contractor's Clinician shall write order(s) for all laboratory or diagnostic test(s) using Form DC4-714B, *Physician's Order Sheet*. A Licensed Nurse shall note all lab/diagnostic orders as required. Inmate Lab appointment shall be scheduled, as ordered by a Clinician, in OBIS by the Contractor's staff.

A Phlebotomist or trained nursing staff (RNs, LPNs, or CNAs) shall:
1) Collect all inmate specimen(s) as ordered by a Clinician.

a) If an inmate refuses specimen collection, have the inmate sign Form DC4-711, *Refusal Form*;
b) notify the appropriate Clinician of the refusal the same day; and
c) document the refusal on Form DC4-701, *Chronological Record of Healthcare*.

2) Document all required information on Form DC4-797H, *Laboratory Log* (inmate name, DC#, type of lab test ordered date of order, date and time drawn) on the day that the specimen is collected.
3) Retrieve and print all laboratory results from the laboratory service provider daily and alert the appropriate Clinician of any critical values immediately.
4) Document all lab results and the date received on DC4-797H, *Laboratory Log*.
5) Lab reports shall be placed in the corresponding inmate's health care record within 72 hours of receipt of the report, except for critical notifications, which shall be brought to the appropriate Clinician immediately.
6) Monitor lab results for new positive Hepatitis B, Hepatitis C, HIV, MRSA, STD and TB results.
7) Review culture and sensitivity reports to compare with inmate's prescribed antibiotics and notify the appropriate Clinician as soon as possible of any inmate's report that shows that there is resistance to a current prescribed antibiotic therapy.
8) Ensure that the appropriate Clinician has reviewed and initialed/signed the labs.
9) Ensure that the appropriate Clinician has notified the inmate of the results and it is documented on Form DC4-701, *Chronological Record of Healthcare*.
10) Ensure all Reportable Diseases and Conditions are reported by a Clinician to the DOH within the timeframes required in Section 381.0031, F.S. and Chapter 64D-3, F.A.C., and documented on Form DC4-710, *Communicable Diseases Record*.

All Lab results shall be documented in OBIS in the following manner:
1) If one test value is ordered, enter the result; or
2) If multiple results are received, document "See Report."

A Clinician shall review all lab results, initial the report once reviewed, and notify the inmate of the results, documenting patient notification on Form DC4-797H, *Laboratory Log*. The Clinician shall address and treat all abnormal results as clinically indicated.

lll. IC-064

Genetic testing shall be performed as outlined in HSB 15.02.18.

mmm. IC-065

Radiology:

The Contractor shall provide radiology services for the detection, diagnosis, and treatment of injuries and illnesses. All radiology (X-Rays) will be provided in a digital format whenever possible.

The Contractor will make referrals for specialized diagnostic imaging as clinically necessary.

nnn. IC-066

Discharge Planning:

The Contractor shall provide discharge planning in accordance with HSB 15.03.29, *Prerelease Planning for Continuity of Health Care***.** The Contractor shall be

responsible at each institution for coordinating the health care portion of the Department's reentry initiative.

The Contractor's Clinician shall complete a pre-release (EOS, ICE, Work Release or Community Release Center, Community Corrections, Work Release/CCC transfers, etc.) assessment on each inmate, as applicable, and document on Form DC4-549, *Prerelease Health Care Summary*, in the following time frames:

1) Inmates with clinically significant functional impairment: 180 days prior to EOS.
2) Inmates without placement needs between 30 and 60 days prior to EOS.

The Contractor shall ensure all prerelease inmates that are referred to a community provider have completed Form DC4-711B, *Consent and Authorization for Use and Disclosure Inspection and Release of Confidential Information*, for all relevant providers or entities at the time of release.

The Contractor shall provide all prerelease inmates who choose not to sign Form DC4-711B at the time of release, a blank Form DC4-711B for follow-up after release. The Contractor shall also provide all prerelease inmates with the address and telephone number of the inactive storage warehouse locations where EOS health records are maintained.

The Contractor shall provide all inmates who require immediate medical attention or continuity of care, as determined by the CHO/Institutional Medical Director or Clinician, copies of the *Prerelease Health Care Summary*, DC4-549, along with other pertinent or vital health information to support any specific diagnoses at the time of release.

The Contractor shall provide copies of pertinent health information at the time of release to aid inmates with applications for disability, employment requirements, vocational rehabilitation services, county health department services, private Physician treatment/care, etc.

ooo. **IC-067**

Tuberculosis Discharge Planning:

The Contractor shall comply with HSB 15.03.18 and notify the DOH as part of discharge planning to ensure continuity of care for inmates currently receiving treatment for Tuberculosis Disease or Infection.

A Licensed Nurse shall complete Form DC4-758, *Tuberculosis EOS Health Information Summary,* before release. The Nurse will also contact the CHD in the county where the inmate will be residing before or at release, to ensure continuity of care.

ppp. **IC-068**

HIV Pre-Release Planning:

The Contractor shall provide care in accordance with HSB 15.03.08, *FDC Policy on Human Immunodeficiency Virus (HIV) Disease and Continuity of Care*. A Department Pre-Release Planner will establish an appointment for the inmate at the local CHD or community provider as soon as the EOS date is known.

The Contractor shall provide the following information from the inmate's medical record to the appropriate CHD or community care provider where the inmate will receive health care after release:

1) HIV test result showing a Western Blot confirmation of a positive result;
2) Latest CD4 count;
3) Latest viral load test result (if done);
4) Documentation of opportunistic infections and AIDS defining illnesses (lab reports, CXR results, and/or notes);
5) Latest TST test date and results;
6) Date of pneumococcal and influenza vaccine; and
7) Antiretroviral history and current treatment.

qqq. **IC-069**

Mandatory HIV End of Sentence Testing:

The Department is required by Section 945.355, F.S., to test all inmates for HIV prior to the end of their sentences. Accordingly, all inmates are to be scheduled for an HIV test 180 days prior to their date of EOS. If the inmate refuses the test, they will be advised of the possible benefits of having such testing performed and the requirement by the Florida Statutes. Inmate will need to sign Form DC4-711A, Refusal of Health Care Services if they still wish to refuse.

Inmates with a previous positive HIV test are exempt from this requirement. Inmates with a negative HIV test within one (1) year from their EOS date are also exempt from this requirement.

If an inmate's HIV status is unknown to the Department, the Contractor's staff shall perform an HIV test on the inmate no less than 60 days prior to the inmate's release date.

The Contractor shall record the results of the HIV test in the inmate's medical record on Form DC4-710, Communicable Diseases Record.

rrr. **IC-070**

End-of-Sentence (EOS) Medication and Medical Equipment/Supplies:

The Contractor's Clinician shall order release medications, medical equipment, or medical supplies at the time of the EOS assessment to ensure delivery to the institution before the inmate's release and placed in a designated secure location in the medical unit for issuance upon release.

Inmates with a chronic illness shall have their maintenance medications prescribed for up to 14 days if deemed indicated. However, all HIV medications shall be provided for 30 days.

Inmates with an acute illness shall have enough medication prescribed to complete the therapy regimen. Care must be exercised in prescribing medications with the potential for abuse.

A Licensed Nurse shall place all EOS Medication received from the Department's pharmacy in a bin, basket, or tray in the institutional pharmacy. The Licensed Nurse will create a call-out list for EOS inmate(s) to pick up their medication and ensure that each EOS inmate signs for their medication, just as they would for any KOP medication.

sss. **IC-071**

The Contractor must take proper precautions and promptly transmit the appropriate reports to DOH, Outside Hospitals, healthcare delivery facilities and notify the Department's Office of Health Services when communicable diseases are diagnosed.

ttt. **IC-072**

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.

uuu. **IC-073**

Infection Control Nurse Orientation Training:

The Contractor shall provide infection control orientation and training to each institutional Infection Control Nurse (ICN) and, upon completion, provide the FDC Office of Health Services with written documentation of their training completion (certificate) and maintain the Certificate on file for each ICN at the appropriate institution.

vvv. **IC-074**

As part of the Infection Control Program, the Contractor will administer an Immunization Program, according to the National Recommendations of Advisory Committee on Immunization Practices (ACIP), a Tuberculosis Control Program according to CDC guidelines and YO 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 shall register for this program.

www. **IC-075**

The Contractor will administer a Bloodborne Pathogen Control Program according to National Guidelines and Department practices. The Contractor must comply with all provisions of this plan.

xxx. **IC-076**

Employee Health:

The Contractor shall be responsible for the Employee Health Program for each institution, which includes:

1) TB screening and testing;
2) Hepatitis B vaccination series or any other vaccinations provided by the Department;
3) Immediate review and initial treatment of exposure incidents; and
4) Completion of the appropriate records and forms (actual records are to be made available to the Department's Human Resource office upon verifiable request).

yyy. **IC-077**

The Contractor shall provide screening, evaluation/assessment, and necessary treatment for inmates who are identified as having Gender Dysphoria, as outlined in Procedure 403.012, *Identification and Management of Transgender Inmates and Inmates Diagnosed With Gender Dysphoria*. Only a provisional diagnosis of Gender Dysphoria can be given prior to the completion of a comprehensive psychological evaluation, in accordance with Procedure 403.012. The provisional diagnosis must be agreed upon by the Multidisciplinary Services Team (MDST) at each facility. At

institutions without an MDST, the provisional diagnosis may be made by a Psychologist or behavioral health specialist. The Contractor's Regional Mental Health Director shall review all provisional diagnoses charts/records prior to submission to FDC Office of Health Services for processing.

zzz. **IC-078**

The Contractor shall carry out all requirements outlined in the Settlement Agreement for *Disability Rights Florida, Inc. v. Jones* (Case No. 4:16-cv-47-RH-CAS), regarding services to inmates with hearing, mobility, and vision disabilities. This includes:

1) Meeting all deadlines outlined in the Agreement, including reporting deadlines;
2) Providing services in accordance with HSB 15.03.13, *Health Classification Grades*, and HSB 15.03.25, *Services for Inmates with Auditory, Mobility or Visions Impairments and Disabilities* (including HSBs 15.03.25.01, 15.03.25.02, 15.03.25.03, and all appendices); and
3) Responding to inquiries received from Plaintiff's counsel or the Department regarding the status of individual inmate patient cases.

aaaa. **IC-079**

The Contractor shall carry out all requirements outlined in the Consent Order in *Copeland v. Jones* (Case No. 4:15-cv-452-RH/CAS), for treatment of hernias. This includes:

1) Meeting all deadlines outlined in the Order, including reporting deadlines;
2) Providing services in accordance with HSB 15.03.47, *General Guidelines for Management of Hernias*; and
3) Responding to inquiries received from Plaintiff's counsel or the Department regarding the status of individual inmate patient cases.

bbbb. **IC-080**

The Contractor shall carry out all Court-ordered requirements in *Hoffer v. Jones* (Case No. 4:17-cv-214-MW-CAS), for the treatment of inmate patients with Hepatitis C. This includes:

1) Assisting the Department and assigned counsel with interrogatories, depositions and testimony, as required;
2) Meeting all Court-ordered deadlines, including reporting deadlines;
3) Providing services in accordance with HSB 15.03.09, Supplement 3, *Hepatitis C Virus Infection Management*, and the Department's provided treatment plan; and
4) Responding to inquiries received from Plaintiff's counsel or the Department regarding the status of individual inmate patient cases.

Screening, Testing, and Treatment of Hepatitis C and the virus HCV

Ancillary Medical Services – Screening labs, abdominal ultrasounds, etc. – The Contractor shall ensure that patients receive a progression of screening labs, as needed, to prioritize inmate patients for treatment. All patients will have lab tests for Hepatitis C (HCV) antibodies. Positive HCV antibody results will be reflexively assayed for viral load. Positive viral loads will be reflexively assayed for Fibrosure, which will provide the fibrosis score. All inmate patients with a fibrosis score of F2, or above, will receive an abdominal ultrasound to test for indications of advanced hepatic fibrosis.

Some patients will also need to be tested for HIV, as clinically indicated, for treatment prioritization. Also, patients will receive routine lab testing during

treatment, followed by a test for a sustained viral response (SVR) at 12-weeks post-treatment. The SVR will verify whether the treatment was successful.

2. Utilization Management and Specialty Care

Utilization Management and Specialty Care aims to promote quality specialty health care within a correctional setting's unique constraints in the most efficient, timely, and cost-effective manner. The Utilization Management (UM) program is an essential component of Quality Management (QM) which effectively manages the utilization of specialty health care services, including consultations, durable medical equipment, surgical procedures, diagnostic imaging, Emergency Room visits, and Outside Hospital admissions.

The Department and the Contractor must work together to ensure that appropriate care is provided to the inmate population. Scheduled consultations or ordered diagnostics must be completed timely and subsequently reviewed by a referring Clinician to ensure that the proper care is rendered.

a. UM-001
The Contractor shall set up local offices in strategic locations to manage FDC Utilization Management Operations, one of which shall be at RMC in Lake Butler, FL.

b. UM-002
The Contractor shall implement an electronic Utilization Management Program system that incorporates nationally accepted evidenced-based managed care guidelines.

c. UM-003
The Contractor shall ensure a full network of specialty service providers covering a comprehensive scope of care is in place at the time of Contract execution to ensure that there are no delays in providing specialty care services.

d. UM-004
The Department expects the majority of the following list of specialty providers to be available on-site. However, additional services may be required: Oral Surgery, Internal Medicine, Gastroenterology, Surgical Services, Orthopedic Services, Physiotherapy, Otolaryngologic Services, Podiatry, Dermatology, Urology, Neurology, Internal Medicine, Audiology, Neurosurgery, Oncology, Nephrology, Endocrinology, Infectious Disease, Ophthalmology, Optometry, Respiratory Therapy, Cardiology, Physical Therapy, Radiology (including CT/MRI), Nuclear Scans, and Orthotics.

e. UM-005
If it is not possible to provide a specialty service on-site, the Contractor shall arrange treatment services with a local specialist in the community. The Contractor shall coordinate all outside referrals with the Department for security and transportation arrangements. The Contractor is responsible for all associated costs of the treatment.

f. UM-006
The Contractor shall establish an institutional process to enable each site to have easy access to submit specialty medical requests into the UM system electronically. This

system must also have the capability to provide communications from the UM Team to the sites regarding the need for additional information, authorization, alternative treatment plans, and scheduling instructions. All specialty medical requests shall be processed based on the request's acuity but shall take no longer than ten (10) business days after receiving.

g. UM-007

If the specialty service is authorized for scheduling, the service and appointment date shall be entered in the UM electronic database. All services authorized for scheduling shall reflect a completed service date on the institutional Consult Log in OBIS (Medical Consult and Hospital Movement Screen) and be included in the UM reports, as specified.

h. UM-008

The Contractor shall schedule appointments within the time frames outlined in HSB 15.09.04:

1) Emergency – Conditions that require immediate attention and must be treated as soon as the means of treatment can be provided.
2) Urgent – Conditions that require treatment within 21 days or less.
3) Routine – Conditions that will tolerate a delay of no more than 45 days without deteriorating into either an urgent or emergent condition.

i. UM-009

If the specialty service is not authorized for scheduling, an Alternative Treatment Plan (ATP) must be formulated by the reviewing UM Physician. The ATP will be sent to the requesting site. The on-site Physicians are responsible for implementing, documenting, and discussing the ATP with the inmate patient.

j. UM-010

The Contractor shall contract with community hospitals in strategic locations to provide offsite inpatient hospital services in a secure environment. All secure units will be approved by the Office of Health Services and the Chief of Security Operations. Currently, the Department has agreements for secure units with Memorial Hospital in Jacksonville, FL and North Shore Medical Center, Inc. in Miami, FL

k. UM-011

To enhance public and staff safety while decreasing the cost and administrative burden of security, the Contractor must utilize the community hospital secure units when medically feasible. In cases requiring a continued inpatient stay of three (3) calendar days or longer, inmates will be transferred to secure hospital units when medically appropriate and stable.

l. UM-012

The Contractor’s UM Nurses will promptly review Outside Hospital admissions and observation stays. The Contractor shall use the Medicare Managed Care Inpatient guidelines, Department policies, and established business rules shall be used to determine the admission's appropriateness, the intensity of services, length of stay, need for continued stay, the transition of care, and discharge planning.

m. UM-013

All associated Outside Hospital data shall be entered in the electronic UM system, OBIS, and included in the UM reports, as requested.

n. UM-014
Medically intensive transfers, including Infirmary-to-Infirmary, Infirmary-to-RMCH, and Hospital-to-Hospital, are to be coordinated by UM Nurses.

o. UM-015
The Contractor shall perform an on-site QM Utilization Management Review per HSB 15.09.01 to ensure that institutional processes offer timely and appropriate access to specialty health care services.

p. UM-016
The Contractor shall provide UM oversight to ensure the UM Program functions as required in this Contract and HSB 15.09.04, *Utilization Management*.

q. UM-017
Specialty Care will be available to inmates from the Private Correctional Facilities managed by DMS who choose to utilize these services through on-site Specialty Clinics, Radiology CT/MRI, Ambulatory Surgery, dental services, the Cancer Center, the 110-bed Sub-Acute RMCH, and secure hospital unit services. These inmates are classified as medical staging (MS) transfers.

r. UM-018
The Contractor will establish a process to manage incoming inmates in MS status pending Specialty Care Services. The process must include Identification and Tracking, Authorization for Services, Scheduling Appointments, Inpatient Hospital Utilization Reviews, Medical Holds, and Reimbursement Billing.

D. Mental Health Services

The Contractor's qualified mental health staff will provide comprehensive mental health services, delivered in a humane, respectful manner, ensuring all inmates within Department-operated facilities have proper access to care. Mental health services include observations, assessments, psychological evaluations, and treatment interventions, delivered in a spectrum of care from minimal outpatient to intensive inpatient settings. Inpatient settings include Infirmary mental health services, transitional care units (TCU), crisis stabilization units (CSU), and corrections mental health treatment facilities (CMHTF). The Department has also implemented the Residential Continuum of Care, residential intensive outpatient programs, at Wakulla CI. The FDC Chief of Mental Health Services serves as the Department's principal advisor on mental health matters and is responsible for overseeing the mental health delivery system.

1. Mental Health Inmate Classification System

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

b) HSB 15.03.13, *Assignment of Health Classification Grades to Inmates*, and HSB 15.05.18, *Outpatient Mental Health Services* govern the inmate classification system and associated care levels.

c) Institutions within the Department support different populations or "missions." Part of this classification identifies the highest care level of mental healthcare services an institution can provide. Population management uses an inmate's assigned S-grade to determine, in part, which institution will house the inmate to ensure the inmate receives the appropriate level of care to match their clinical need. For example, an institution classified as S-2 can house inmates classified no higher than an S-2 (which includes S-1). An institution classified as an S-6 can house inmates classified as up to S-6 (including S-1, S-2, S-3, S-4, or S-5). Inmates move between five (5) different mental health care levels depending upon the seriousness of the inmate's mental symptoms and associated impairment at the time.

d) Based on the intake evaluation at a reception center, each inmate is assigned a mental health grade, ranging from S-1 to S-6. The S-grade represents the mental health professionals' judgment regarding the inmate's level of mental impairment and the necessary level of care. The S-grade is reviewed and changed as necessary to reflect present functioning and service needs accurately.

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

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

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

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

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

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

7) **S-9** is the mental health grade assigned to inmates in the reception center's intake process and has not been given their actual S-grade.

2. Mental Health Assessments (MHA)

Inmates enter the Department's custody through one of the Department's five (5) reception centers Northwest Florida Reception Center, Reception and Medical Center, Florida Women's Reception Center, Central Florida Reception Center, and South Florida Reception Center. While not technically a reception center, Suwannee CI conducts reception of YO inmates. Upon receipt at a Department reception center, each inmate receives a comprehensive mental health screening, including psychological testing, clinical interview, mental health history, and psychiatric evaluation, as indicated. HSB 15.05.17, *Intake Mental Health Screening at Reception Centers*, and Procedure 401.014, *Health Services Intake and Reception Process* provide mental health screening guidelines for new inmates.

a. MHA-001

The Contractor shall complete a clinical interview, all required intake screening psychological testing, and an assessment of intellectual functioning within 14 calendar days of arrival.

The Contractor shall ensure the clinical interview and psychological testing includes:

1) the Revised Beta IV;
2) Beck Hopelessness Scale; and
3) The WASI, WAIS-IV or other reputable, individually administered intelligence test. In cases where the WASI score is <70 or the adaptive behavior checklist rating is <35, the Wechsler Adult Intelligence Scale IV (WAIS-IV), or other non-abbreviated, reputable, individually administered intelligence test will be administered.

b. MHA-002

The Contractor's mental health staff shall request records for inmates who received outpatient or inpatient mental health care at the sending jail or in the community before incarceration after the inmate has granted proper written authorization using Form DC4-711B, *Consent for Inspection and/or Release of Confidential Information*. If the request for information is authorized by Florida statutes, court-ordered, or considered provider-to-provider communication to support continuity of care, an ROI is not required. All inmates designated as S2 and above during the reception process will be asked to grant authorization for the request of past outpatient and inpatient mental health treatment records prior to transfer to their permanent institution.

c. MHA-003

If the inmate was previously incarcerated in the Department, mental health staff shall review OBIS to determine whether the inmate received ongoing mental health care during their previous incarceration(s). If the inmate was incarcerated within the last

five (5) years and received ongoing mental health care, staff shall request, at a minimum, the most recent volume of their health record.

d. MHA-004

The Initial Suicide Profile shall be completed if the inmate has a history of intentional self-injury/attempted suicide or if they obtain a Hopelessness Scale score of nine (9) or higher.

e. MHA-005

All inmates undergoing treatment or evaluation, including confinement assessments and new screenings, must have a valid Form DC4-663, *Consent to Mental Health Evaluation or Treatment* executed within the past year per HSB 15.05.18. Inmates will be advised of the limits of confidentiality before receiving any mental health services.

f. MHA-006

Based on the intake evaluation at a reception center, each inmate must be assigned a mental health grade, based on the definitions in Section III., D.1), Mental Health Inmate Classification System, of this Contract.

g. MHA-008

If the inmate is still housed at a reception center, the initial Case Manager interview will occur within 14 calendar days of the S-grade assignment. If the inmate is still housed at a reception center, the assigned Case Manager will develop the initial BPSA and ISP for MDST approval within 30 days of the S-grade assignment.

h. MHA-009

A psychiatric Clinician shall evaluate inmates presenting with acute symptoms of a mental disorder within 24 hours of arrival at a reception center.

i. MHA-010

The Contractor's Psychiatrist shall complete a psychiatric evaluation within 10 days of arrival at a reception center for all newly admitted inmates who have received inpatient mental health care within the past six (6) months or psychotropic medication for a mental health disorder in the past 30 days. Following the initial psychiatric evaluation, inmates who received antipsychotic medication for mental problems at any time during the 30-day period preceding arrival or received inpatient mental health care within the past 6 months will be classified as, at a minimum, an S-3 for a minimum of 90 days. All inmates who received psychotropic medication, other than antipsychotic medication, at any time during the 30-day period preceding arrival will be classified at least S-2 for a minimum of 120 days.

j. MHA-011

All S-3 inmates who are awaiting transfer to a permanent institution shall receive case management services every 30 calendar days, to include:

- Review of institutional adjustment via collateral information (such as confinement placements, staff referrals, etc.) and contacts with the dorm officer and other staff interacting and supervising the inmate.
- Group or individual contact as needed, but no less than every thirty (30) days, to assess mental status and to provide supportive counseling when indicated.
- Review of psychotropic medication compliance as applicable.

k. MHA-012

Intake and Reception Process:

A Licensed Nurse shall conduct an initial screening and a review of any transfer information from the county jail of all inmates appearing to be in stable condition (DC4-781, *County Jail to DC Health Information and Transfer Summary*) to identify inmate health care needs (including mental health) upon arrival and complete within eight (8) hours at receiving facility.

If the Nurse conducting the assessment believes an inmate is showing active symptoms of psychosis (e.g., active hallucinations, delusions, etc.), a manic episode (unexplained agitation, pressured speech, etc.), or risk of self-injury/suicide, they shall immediately refer the inmate for mental health services and take necessary precautions to provide for the inmate's safety per Procedure 404.001, *Suicide and Self-Injury Prevention*. Likewise, any inmate who needs immediate mental health services will be identified and referred by a Licensed Nurse to the Contractor for evaluation and appropriate treatment.

The Contractor shall provide continuity of psychotropic medication(s) until the Contractor's psychiatric Clinician sees an inmate per HSB 15.05.17, *Inmate Mental Health Screening at Reception Centers*. If an inmate arrives with properly prescribed medication from a jail or community provider that is properly identified, dispensed, and unadulterated, the medication will be single-dosed until the inmate is seen by a Clinician. If the DC4-781 indicates the inmate is currently prescribed psychotropic medication but properly packaged and identified medication did not accompany the inmate, the Clinician may continue the current prescription for up to 10 days, including non-formulary medicines. If the inmate has possession of medication that is unidentifiable or there is a clinical reason not to continue, the inmate must be referred to a Clinician.

l. MHA-013

The Contractor will complete Form DC4-529, *Staff Request Referral*, to initiate a Mental Health Referral to the Contractor's staff for victims of sexual battery. The Contractor shall see the inmate no later than the next business day.

3. Mental Health Services (MHS)

The Contractor is responsible for providing access to necessary mental health services, which are those services and activities 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 reentry mental health planning to facilitate the inmate's continuity of care after release to the community.

Access to necessary mental health services must be available to all inmates within the Department and provided in a non-discriminatory way, following prevailing community and correctional care standards. All inmates are eligible to receive mental health

screenings and evaluations as necessary.

The conditions for inmate eligibility for ongoing mental health treatment and services are outlined in HSB 15.05.14, *Mental Health Services*. Inmates who display symptoms of a mental disorder that interferes with their adjustment to incarceration, as determined by mental health staff and defined in the current *Diagnostic and Statistical Manual of Mental Disorders*, are eligible to receive ongoing mental health treatment.

a. MHS-001

Access to Mental Health Care

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

1) Inmates have access to necessary mental health services commensurate with their needs, as determined by mental health care staff;
2) There is a comprehensive and systemic program for identifying inmates who are suffering from mental disorders;
3) Inmates move between levels of care per their level of adaptive functioning and treatment needs; and
4) All inmates who are receiving mental health services have an individualized service plan (ISP) developed by the Contractor's mental health service providers. This does not include inmates classified as S-1.

b. MHS-002

Consent to Mental Health Evaluation and Treatment

Express and informed consent means consent voluntarily given, in writing, after provision of a conscientious and sufficient explanation. All inmates undergoing treatment or evaluation, including confinement assessments and new screenings, must have a valid signed Form DC4-663, *Consent to Mental Health Evaluation or Treatment*, per HSB 15.05.18, executed within the past year. The Contractor shall advise inmates of the limits of confidentiality before receiving any mental health services.

Consent for pharmacotherapy is described in HSB 15.05.19, *Psychotropic Medication Use Standards and Informed Consent,* and is routinely completed by psychiatry staff. The psychiatric provider will obtain fully informed consent for pharmacological intervention before initiating the intervention. Each of the prescribed medications requires a separate informed consent form.

When admitted to an IMR, TCU, or CSU, a healthcare professional will request that the inmate give written informed consent to treatment using Form DC4-649, *Consent to Inpatient Mental Health Care*. The inmate may refuse to consent to treatment; however, the inmate cannot refuse placement.

c. MHS-003

Confidentiality

The limits of confidentiality are delineated using Form DC4-663, *Consent to Mental Health Evaluation or Treatment*. The Contractor must explain these limits to the inmate and the inmate must indicate informed consent by signing the DC4-663 before receiving non-emergency mental health services.

Inmate disclosures made to a healthcare professional while receiving mental health services are considered confidential and privileged, except for the following:

1) Threats to physically harm self or others;
2) Threats to escape or otherwise disrupt or breach the security of the institution; or
3) Information regarding the physical or sexual abuse or neglect of an identifiable minor child, elderly, or disabled person.

The confidentiality of mental health records, psychological testing protocols, and data is ensured per federal and state law and professional guidelines. Therefore, health care providers must safeguard health records from wrongful disclosure, alteration, falsification, unlawful access, or destruction following Procedure 102.006, *HIPAA Privacy Policy*. 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 Form DC4-711B. An ROI is not required if the release of the requested information is authorized in Florida statute, court-order, or in response to a valid subpoena. Requests for copies of mental health records are referred to the Contractor's institutional Health Information Specialist. A signed Form DC4-711B, *Consent for Inspection and/or Release of Confidential Information*, shall accompany any release of confidential health records.

d. MHS-004

Refusal of Mental Health Care

All inmates presenting for mental health services will be informed of their right to refuse such services, unless services are delivered pursuant to a court order. When an inmate refuses mental health care services, the Contractor shall document the refusal in the inmate's health record.

Refusals of mental health evaluation/treatment are documented on Form DC4-711A, *Refusal of Healthcare Services Affidavit*. If the inmate refuses to sign Form DC4-711A, the Contractor's Provider and a staff member who witnessed the refusal shall complete and sign the form, entering "patient refuses to sign."

If an inmate refuses treatment that is deemed necessary for their appropriate care and safety, such treatment may be provided without consent only under the following circumstances:

1) In an emergency situation in which there is immediate danger to the health and safety of the inmate or others. Emergency treatment may be provided at any major institution. Emergency Treatment Orders (ETO) are issued, as indicated in HSB 15.05.19.
2) When court-ordered commitment for on-going involuntary treatment at a CMHTF. The criteria for court petition for involuntary treatment at a CMHTF is based on Sections 945.40-945.49, F.S.

e. MHS-005

Multidisciplinary Services Team (MDST)

The MDST is a group of staff members representing different professions, disciplines, and service areas that provide assessment, care, and treatment to based on each inmate's needs and develops, implements, reviews, and revises each inmate's ISP per HSB 15.05.11.

For S-3 inmates, the MDST must include, at a minimum, the Case Manager/Behavioral Health Specialist, Psychologist, Psychiatric Provider, and an RN. For inmates assigned to inpatient units, the MDST must include, at a minimum, the Case Manager/Behavioral Health Specialist, Psychologist, Psychiatric Provider,

RN, Behavioral Health Technician, FDC Classification Officer, and FDC Security Representative. The inmate shall be present at the initial ISP review meeting and shall attend subsequent ISP review meetings, as clinically indicated.

All members must attend MDST meetings. In addition to routine ISP updates, MDST members must remain vigilant for circumstances warranting adjustments to treatment and meet to update ISPs accordingly.

f. MHS-006

Assessment and treatment for suicidal and serious self-injurious behavior

The Contractor shall provide suicide and self-injury prevention and mental health crisis services per Procedure 404.001, *Suicide and Self-Injury Prevention* and Procedure 404.004, *Mental Health Inpatient Multidisciplinary Treatment and Services*.

Identification, intervention, treatment and management of patients at risk of suicide or serious self-injurious behavior shall follow Procedure 404.004, *Mental Health Inpatient Multidisciplinary Treatment and Services*, Procedure 404.001, *Suicide and Self-Injury Prevention*, Procedure 404.002, *Isolation Management Rooms and Observation Cells*, and HSB 15.05.11, *Planning and Implementation of Individualized Mental Health Services*.

The assessment of suicidal or self-injurious behaviors will include identifying antecedent, precipitating factors, and consequences of the incident of suicidal or self-injurious behavior.

The Contractor's Psychologist will develop, and the MDST will implement a Self-Injury Reduction Plan (SIRP) when an inmate engages in Serial Serious Self-Injurious Behaviors. The SIRP shall include a functional assessment and behavioral safety assessment of the specific behavioral problems.

For inmates in an inpatient setting placed on SHOS, the MDST will meet within three (3) business days of an inmate's placement to update the ISP. Following discharge from SHOS, if the inmate engages in serious self-injury or attempts suicide, the Contractor shall provide weekly individual cognitive behavioral or dialectical behavioral therapy.

g. MHS-007

Psychological Emergencies

The Contractor is responsible for the mental health evaluation and treatment of all psychological/mental health emergencies. The Contractor shall respond to inmate-declared emergencies and emergent staff referrals as soon as possible, within no more than one (1) hour of notification. The Contractor shall complete and file emergency evaluations on the day of encounter and include sufficient clinical justification for the final disposition.

Mental health emergencies that are responded to by mental health staff shall be documented on Form DC4-642G, *Mental Health Emergency Evaluation*, while emergencies that are responded to by nursing staff shall be documented on Form DC4-683A, *Mental Health Emergency Protocol*.

No matter the time or setting (outpatient, infirmary, or inpatient), the Contractor is

responsible for any and all costs associated with necessary medical care and treatment of physical injuries, including Outside Hospital care, resulting from an inmate's self-injurious behavior. The Contractor will be compensated per Section IV of this Contract.

h. MHS-008

Routine Staff Referrals

Per HSB 15.05.18, *Outpatient Mental Health Services,* mental health staff will respond within seven (7) calendar days of receiving routine staff referrals.

i. MHS-009

Inmate Requests and Informal Grievances

Inmate requests and informal grievances will be handled per HSB 15.02.01, *Medical and Mental Health Care Inquiries, Complaints, and Informal Grievances*. The Contractor shall document and file all inmate requests for mental health interviews, including a stamped verification/incidental note on Form DC4-642 by mental health support staff to confirm that the inmate interview request was received, answered, and an appointment arranged. The Contractor shall respond to inmate-initiated requests and informal grievances within 10 business days of receipt by mental health staff. If the response to the inmate's request includes an interview or referral, it shall occur as intended. The response shall be immediate if the inmate voices suicidal ideation.

j. MHS-010

Psychological Evaluations and Referrals

The Contractor's mental health staff shall provide psychological evaluations per policy requirements and for inmates referred by various program areas. Only Florida-licensed Psychologists shall conduct psychological evaluations per Chapter 490, F.S.

k. MHS-011

Screening and Treatment for Sex Offenders

The Contractor shall provide screening and necessary treatment for inmates currently serving a sentence for a sex offense, per Rule 33-404.102(7), F.A.C. The purpose of the screening is to identify those who suffer from a sexual disorder, as defined by the current *Diagnostic and Statistical Manual of Mental Disorders*, and who are amenable and willing to participate in treatment. The Contractor shall provide screening and treatment services for sex offenders per HSB 15.05.03, *Screening and Treatment for Sexual Disorder,* and offer and provide aftercare assistance per HSB 15.05.21.

Within 60 calendar days of a sex offender's arrival at the inmate's first permanent institutional assignment, mental health staff shall conduct a clinical interview and review the health and master records of those inmates currently serving a sentence for a sexual offense. This screening shall be documented on Form DC4-647, *Sex Offender Screening and Selection.*

Mental health staff will provide inmates diagnosed with a sexual disorder the opportunity to participate in treatment before EOS. The preferred treatment modality is group therapy, which will meet for at least one (1) hour weekly for at least 20 weeks.

Prior to group enrollment, mental health staff shall complete Form DC4-660, *Consent to Sex Offender Treatment.* If sex offender treatment is recommended, but the inmate is unwilling to participate, the Contractor shall complete Form DC4-711A instead.

l. MHS-012

Inmates with Diagnosis of Intellectual Disability

Inmates diagnosed with an intellectual disability who have minimal to mild impairment in ability to function within the general inmate population are assigned to institutions having impaired inmate services.

The Contractor's mental health staff shall track all inmates diagnosed with an intellectual disability to ensure proper discharge planning occurs at least 180 days before release per HSB 15.05.21. Mental health services for inmates identified with an intellectual disability are provided per HSB 15.03.25., *Impaired Inmate Services*, HSB 15.05.08, *Mental Health Services for Inmates who are Assigned to Confinement, Protective Management or Close Management Status*, and Procedure 404.005, *Residential Continuum of Care Units.*

m. MHS-013

The Department utilizes a detailed record-keeping system to document delivery of services to inmates. Mental health records consist of the mental health section of the health record (green cover), the psychological record jacket (Form DC-761), and a computerized system which tracks inmate specific information, including mental health services, for all inmates statewide, OBIS. The Contractor shall ensure all mental health personnel are trained on the use of OBIS.

n. MHS-014

Record Keeping

Mental health staff shall record all significant observations pertinent to inmate care and treatment at the time services are rendered. Accurate and complete documentation is required of all mental health staff and chart entries shall reflect the ISP and sufficient detail to follow the course of treatment.

An inmate's mental health record, especially services, events, and encounters occurring between clinician visits, shall be reviewed each time they appear for a mental health encounter. Attestation that the record was reviewed shall be documented via an incidental note or, if a clinical encounter, within the SOAP note.

Unless entered into the EMR system, the mental healthcare provider shall document each entry using only a black ballpoint pen. Each entry must be legible, dated, timed, signed, and stamped by the provider. The provider's stamp must include the mental healthcare provider's name, title, and institutional identification.

The institutional HSA, or designee, will monitor the inpatient records weekly to ensure they are organized, complete, current, and include all the documentation necessary to support the provision of treatment and care to patients in accordance with HSB 15.12.03, *Health Records*.

o. MHS-015

Service Delivery Logs

Each institution's mental health programs shall maintain a set of logs as detailed in HSB 15.05.17, *Intake Mental Health Screening at Reception Centers*. Logs may be kept in written or electronic format.

The following logs (forms) shall be maintained at Reception Centers and all major institutions:

1) DC4-781A, *Mental Health Emergency, Self-Harm, IMR Admission Log*
2) DC4-781H, *Inmate Request/Staff Referral Log*
3) DC4-781J, *Psychiatric Restraint Log*
4) DC4-781K, *Seclusion Log* (inpatient mental health units only)

p. MHS-016

Forms (General Information)

There are many required forms that are utilized in delivery of mental health services at the institutions. All mental health providers are required to be familiar with all forms including how to complete and file the forms properly in the health record. Providers must utilize the most recent version of the Department's forms.

q. MHS-017

OBIS Encounter Form (Form DC4-700M Mental Health)

Unless the inmate encounter is entered into OBIS by the Clinician during or immediately following the encounter, OBIS encounter forms are used to document all inmate encounters (and thus serve as a part of the record of care) and to track daily workload. Forms DC4-700M for Mental Health encounters and DC4-700B (male) and DC4-700C (female) for Medical encounters shall be used.

OBIS entries are mandatory and must be made in a timely fashion. When an encounter form is used to document the inmate encounter, the information must be entered in OBIS within 72 hours. All information entered in OBIS must correspond with the documentation recorded in the mental health record.

r. MHS-018

Problem List (Form DC4-730)

The Contractor must comply with HSB 15.05.11, *Planning and Implementation of Individualized Mental Health Services*, in identifying and documenting problems. Every mental healthcare provider has the authority to identify and enter a mental health problem.

The Problem List (Form DC4-730) is updated on an ongoing basis as problems are identified. Problems that are resolved are indicated on the problem list with date, provider signature, and provider stamp.

s. MHS-019

Mental Health Progress Notes (Form DC4-642)

All progress notes concerning mental healthcare, including incidental and SOAP notes, are made in the mental health section of the health record on Form DC4-642, *Chronological Record of Outpatient Mental Healthcare*. Each documented contact in the mental health section made on Form DC4-642 has a corresponding entry reading "Seen in Mental Health" on Form DC4-701 located in the healthcare record's medical section.

Any clinical contact with an inmate requires a progress note written in SOAP format on Form DC4-642, *Chronological Record of Outpatient Mental Healthcare* and placed in the mental health section of the health record in reverse chronological order the same day as the encounter. Relevant clinical information stemming from interactions other than a clinical encounter with the inmate, such as from contact with FDC or Contractor staff or significant others, is documented in an incidental note on Form DC4-642. The incidental note is not written in SOAP format. Whether

incidental or SOAP, all progress notes are dated, timed, signed, and stamped and, when indicated, cross-referenced to a specific problem from Form DC4-730, *Problem List*.

Clinical group therapy contacts are documented with a SOAP note and includes the inmate's relative participation, and his/her progress toward ISP objectives.

t. MHS-020

Psychological Record (Form DC4-761) (Orange Folder)

The psychological record contains psychological test forms and protocols only. It is maintained in a secure location in the mental health services area under the Contractor's mental health staff's direct responsibility to protect the confidentiality of test items and protocols.

The psychological record (together with the health record) accompanies the inmate upon transfer to another institution. Mental health support staff retrieves the inmate psychological record and places it in an envelope, which is then sealed and stamped "Confidential" (which indicates that the envelope contains sensitive mental health material).

u. MHS-021

Mental health staff routinely attempts to obtain records of past evaluation and treatment performed outside the Department. Such attempts shall be documented as an incidental note. The case manager has the primary responsibility for requesting past mental health records.

v. MHS-022

If outpatient care is discontinued because it is no longer clinically indicated, the Contractor shall document this using Form DC4-661, *Outpatient Treatment Summary*, prepared and filed in the health record within seven (7) business days.

w. MHS-023

The Contractor's institutional mental health leadership will communicate frequently with the Warden, or designee, keeping him/her informed of all significant events involving mental health care issues that may affect the normal operation of the institution (out of cell activities, self-injurious behavior, emergencies, suicide) or team work issues (security assistance, medical escort, transportation). At inpatient mental health units, the Psychological Services Director will attend regular meetings with the Warden (weekly and quarterly) and with the Regional Mental Health Director (monthly).

x. MHS-024

Residential Mental Health Continuum of Care (RCC)

The Contractor shall operate a Residential Mental Health Continuum of Care (RCC) Program at Wakulla Correctional Institution (CI) Annex. Using specialized Residential Mental Health Units (RMHU), these units are designed for inmates with serious mental impairments associated with a historical inability to successfully adjust to living in the general inmate population. The RMHU will provide a residential continuum of care comprising a Secure Treatment Unit (STU), Diversion Treatment Unit (DTU), and Cognitive Treatment Unit (CTU). Weekly therapeutic community meetings, case management, group and individual therapy, psychiatric consultation, and other structured out-of-cell therapeutic services (SOCTS) will approximate the

clinical treatment and SOCTS offered in a TCU-level of care, following current HSBs. Weekly therapeutic community meetings will be conducted by a Behavioral Health Specialist or Psychologist to foster inmate input, participation, and satisfaction with the RCC. Staffing for the RCC's RMHUs will approximate TCU staffing for out-of-cell structured therapeutic activities. Staffing for mental health, medical, nursing, and administration services will compare to an outpatient care level.

4. Outpatient Mental Health Services (OS)

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

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

a. OS-001

Inmate Orientation to Mental Health Services

All newly arriving inmates, regardless of assigned S-grade and whether received from a reception center or transferred from another institution, shall be oriented specifically to mental health services at the receiving institution, per HSB 15.05.18, *Outpatient Mental Health Services* and Procedure 403.008, *Inmate Health Services Orientation and Education*. Mental health orientation shall be conducted within eight (8) calendar days of arrival and documented in OBIS.

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

b. OS-002

Record Reviews

Mental health sections of records for all newly arriving inmates, regardless of assigned S-grade and whether received from a reception center or transferred from another institution, shall be reviewed within 14 calendar days of arrival by the Contractor's mental health service providers. For S-2/S-3 inmates, the purpose of the record review is to prepare for the initial interview and assess and prioritize treatment needs. This review also verifies that the S-grade in OBIS is consistent with the S-grade in the health record.

c. OS-003

Case Manager Assignment

All newly arriving S-2 through S-6 inmates shall have a case manager assigned (with documentation via an incidental note and in OBIS) within three (3) business days of arrival or assignment of S-grade. A psychologist is responsible for this assignment for all S-3 institutions and above; while this assignment can be made by an LCSW,

LMHC, or LMFT at S-1/S-2 institutions. Any subsequent change of case manager shall be documented similarly.

d. OS-004

Service Planning Interview

Each newly arriving S-2 and S-3 inmate shall be interviewed by a mental health provider (master or doctoral level clinician) within 14 calendar days of arrival. This initial interview includes a mental status examination and review of the status of problems that were the focus of attention prior to arrival, to assess current functioning and treatment needs. The interview shall be documented using DC4-642B, *Mental Health Screening Evaluation.*

e. OS-005

Psychiatric Services

A newly arriving inmate who is classified as S-3 will be continued on any current psychotropic medication and must be assessed by a psychiatric Clinician before the expiration of the current psychotropic prescription to evaluate the inmate's treatment needs. The Contractor will be responsible for ensuring continuity of pharmacotherapy for any newly arriving S-3 inmate.

Psychotropic medication therapy and the inmate's progress shall be reviewed and documented at least every 90 days using Form DC4-642A, *Outpatient Psychiatric Follow-up*. When the psychiatric provider determines that psychotropic medication is no longer indicated, the inmate's S-grade shall be lowered to an S-2, and that inmate will be removed from the psychiatric caseload. Mental health staff shall provide case management for at least 60 calendar days before the inmate is eligible to be considered for a downgrade to S-1. Without exception, inmates with a current diagnosis of Schizophrenia or other psychotic disorders, including disorders with psychotic features, shall be maintained as a mental health grade S-3 or higher.

f. OS-006

Outpatient Mental Health Nursing Services

The Contractor is responsible for providing nursing services to support the required outpatient psychiatric services at S-3 institutions.

An RN will provide oversight of mental health responsibilities provided by LPN's, which include, but are not limited to:

1) Participation as a member of the MDST.
2) Prepares health care record for the Clinician prior to psychiatric call out. Preparation includes pulling the health care record and flagging relevant laboratory results or encounters.
3) Ensures ordered lab/diagnostic work is completed, reviewed by a Clinician, and report filed in the health care record timely.
4) Completes data entry in OBIS on every patient that has contact with a Psychiatric Clinician from the completed Form DC4-700M, *Mental Health Encounter Coding Form* and the Clinician's notes in the Health Care Record.
5) Ensures the Psychiatric Clinician's orders are effectively carried out, including signing off orders, generating Medication Administration Records (MARS), scheduling labs test, EKGs, and follow-up appointments.
6) Files completed paperwork (evaluations, Abnormal Involuntary Movement Scale (AIMS), Form DC4-653, medication consents, etc.) correctly in the health care record.

7) Ensures psychotropic medications are discontinued by the Psychiatric Clinician when patients refuse medications. Coordinates with nursing staff to retrieve and update Form DC4-701A, *Medication and Treatment Record*.
8) Monitor psychiatric-ordered lab results, communicate with the appropriate Clinician regarding abnormal values, and schedule appointments as clinically indicated.
9) Actively participates in the development and implementation of ISPs, Form DC4-643A, for patients with a broad range of mental health issues
10) Schedule inmate appointments with the Psychiatric Clinician.
11) Responsible for monthly reports via the computerized database.
12) Completes Mental Health section of Form DC4-549, *Prerelease Health Care Summary*, on inmates prior to EOS for mental health staff to review and sign.
13) Ensures each patient has prescription order(s) to take with them upon release from prison for a 14-day supply of psychotropic medication.
14) Contributes to developing and monitoring Corrective Action Plan(s).
15) Reviews Form DC4-673B daily on all inmates admitted to the infirmary and communicates observations to the Psychiatric Clinician.
16) Ensures correct administration of medications, including injections, and monitors treatment results.
17) Monitors patients for Extra Pyramidal Symptoms (EPS), and gives Emergency Treatment Orders (ETO) when prescribed during normal business hours.
18) Supervises psychotropic medication compliance to oversee the general health and wellbeing of the patients. Verifies compliance by reviewing Form DC4-701A, *Medication and Treatment Record*.
19) Acknowledges and responds in timely manner to Mental Health Sick Call Requests and grievances.
20) Observes patients for signs of disorder or tension and reports such observations to a higher clinical authority.
21) Provides patient education and counseling, as clinically indicated.
22) Strives to build collaborative relationships with patients in the interest of educating them about their treatment regimens and pathways to physical and mental health.
23) Provides medication education, including the importance of medication compliance and general health information to inmates as needed.
24) Provides counseling in a manner that avoids staff-splitting, in accordance and in collaboration with the MDST's ISP, DC4-643A.

g. OS-007

Outpatient Psychiatric Consultation for Inmates

The Contractor will be responsible for providing outpatient psychiatric consultation services, per HSB 15.05.19, *Psychotropic Medication Use Standards and Informed Consent*. Outpatient psychiatric consultation for inmates assigned to S-1/S-2 institutions is provided through transport (rather than transfer) of the inmate to a nearby S-3 facility or via telepsychiatry. The inmate is returned the same day of the consult, unless the Psychiatric Clinician determines that immediate admission to inpatient care is indicated. The Contractor's Regional Mental Health Director shall designate the preferred consulting facility for each institution. Requests for non-emergent psychiatric consultations for inmates who are graded S-1 or S-2 shall be evaluated to determine further disposition, per HSB 15.05.19.

h. OS-008

Cognitive-Behavioral Therapy/Counseling Services

The Contractor shall provide therapy and counseling services per HSB 15.05.18, *Outpatient Mental Health Services*. Credentialed qualified mental health staff shall deliver individual and/or clinical group therapy to best meet the inmate's identified clinical needs.

Counseling (individual and/or group) will be offered to all inmates on the mental health case load, as clinically indicated, but no less than every 60 days. Counseling services shall be offered to inmates with a current diagnosis of Schizophrenia or other psychotic disorders, including disorders with psychotic features, at least every 60 days.

Each permanent institution will offer group interventions, as clinically indicated, that are designed to meet the needs of inmates who are eligible for ongoing outpatient services.

i. OS-009

Case Management

Case management services shall be provided to inmates receiving ongoing mental health services. Case management includes a wide variety of actions that the case manager performs and shall be identified on the ISP. Case Management is a service, not a treatment, for an identified problem.

Case management will occur at least every 30 calendar days for inmates with a current diagnosis of Schizophrenia or other psychotic disorders, including disorders with psychotic features, and at least every 60 calendar days for all other S-3 and S-2 inmates. This service will be documented on DC4-642D, *Outpatient Mental Health Case Management*.

j. OS-010

Treatment Planning

Each outpatient inmate who receives ongoing mental health services will have an ISP and a BPSA. The BPSA is a summary of factors essential to diagnosing mental health disorders and is the first step in the treatment planning process. Accordingly, it is completed prior to the initial ISP. The ISP is individualized and reflects the current psychiatric diagnosis, based on the current version of the Diagnostic and Statistical Manual of Mental Disorders, and significant functional problems listed in the Problem Index. The symptoms and history documented in the BPSA shall be consistent with the diagnostic criteria. The ISP also addresses institutional adjustment, treatment compliance and progress, the rationale for any ISP changes, and new information relevant to treatment. The Problem List shall reflect all problems being addressed on the ISP.

The ISP is developed and updated at regular intervals by the MDST to reflect the patient's current status according to HSB 15.05.11, *Planning and Implementation of Individualized Mental Health Services*. Mental health treatment interventions must be consistent with and provided as specified in the ISP. For S-2/S-3 inmates the initial ISP is completed and approved by the MDST within 30 calendar days of the S-grade assignment or change. Thereafter, the MDST will review and approve the ISP at least every 180 calendar days. The MDST is required to meet and revise the ISP as needed in response to a significant adverse change in the inmate's behavioral functioning. Signifying their agreement with the ISP, all members of the MDST sign the ISP at the

meeting. Inmates sign the ISP at the time of the meeting (if they attend) or at their next clinical encounter.

When inmates are transferred between institutions, the MDST at the receiving institution will review, revise as needed, and sign the standing ISP to identify their newly-assigned mental health staff within 14 calendar days of arrival. Signifying their agreement with the ISP, all members of the MDST sign the ISP at the meeting. Inmates sign the ISP at the time of the meeting (if they attend) or at their next clinical encounter.

k. OS-011

Chemical/ Electronic Immobilization Device (EID) Use-of-Force Evaluations

Mental health staff shall evaluate S-2/S-3 inmates no later than the next business day following a use-of-force event, per Rule 33-602.210, F.A.C., *Use of Force*. The evaluation shall be documented on Form DC4-642B, *Mental Health Screening Evaluation.*

l. OS-012

Confinement Mental Health Rounds and Evaluations

The Contractor shall provide mental health services for inmates in restrictive housing per HSB 15.05.08, *Mental Health Services for Inmates who are Assigned to Confinement, Protective Management or Close Management Status* and Procedure 404.003, *Health Services for Inmate in Special Housing*.

Mental health staff shall perform rounds, cell front, in each confinement unit weekly to personally observe each inmate and inquire whether the inmate has any mental health-related problems. The purpose of the observation and inquiry is not to perform an in-depth assessment but to determine whether an appointment should be made to do so. If the inmate reports or the mental health staff observes concerns, an appointment must be scheduled for timely follow-up. Mental health staff shall document the outcome of confinement rounds for each inmate using the below codes on Form DC6-229, *Daily Record of Segregation*, to avoid any breach in confidentiality:

1) Code MH-1: Refer to medical for follow-up of physical health-related complaint
2) Code MH-2: Needs immediate mental healthcare services due to urgent or emergent concerns
3) Code MH-3: No action required
4) Code MH-4: Schedule non-emergent follow-up with mental healthcare staff
5) Code MH-5: Evaluation or treatment was provided

If a code other than MH-3 is entered on Form DC6-229, mental health staff shall chart appropriately in the health record using Form DC4-642, *Chronological Record of Outpatient Mental Healthcare*. A copy of each written referral shall be placed in the health record under the Other Mental Health Related Correspondence sub-divider.

Confinement evaluations include a mental status examination and any other formal evaluation needed to determine the inmate's suitability for continued confinement. Because of confidentiality issues, psychiatric or psychological confinement assessments are not to be conducted at the cell front.

Segregated inmates are evaluated as follows:

1) S-1 and S-2 inmates are evaluated within 30 calendar days of placement and every 90 calendar days thereafter.
2) S-3 inmates are evaluated within five (5) calendar days of placement and every 30 calendar days thereafter.

Mental health staff shall notify the FDC Classification Supervisor of each inmate's mental condition as these confinement assessments are completed using Form DC4-528, *Mental Status of Confinement Inmates*. Notification indicates that the inmate is either unimpaired, receiving appropriate outpatient care, or has been referred for inpatient care. A copy of the completed DC4-528 is placed in the health record under the Other Mental Health Related Correspondence sub-divider.

All facilities use OBIS (MHS 51 Confinement Status Report) to track inmates in confinement. The OBIS printout indicates when all confinement reviews are completed and will indicate any discrepancies.

Every reasonable effort must be made to ensure that confined inmates receive all necessary and appropriate mental healthcare, including evaluation, case management, individual therapy, clinical group therapy, and psychotropic medication. Mental healthcare is provided in an interview room or other area providing for confidentiality, not at the cell front., unless expressly authorized in writing by the Department's Office of Health Services.

m. OS-013

Psychotropic Medication

Psychotropic medications shall be prescribed and managed per HSB 15.05.19, *Psychotropic Medications Use and Informed Consent*.

A Psychologist shall screen all outpatient inmates who are referred to psychiatry for potential medication initiation. The initial psychiatric follow-up shall be conducted at least once every two (2) weeks upon initiating any new psychotropic medication for four (4) weeks. The Clinician shall include in his/her progress notes: (1) effects of prescribed medication(s) on targeted symptoms and behavior, (2) rationale for change of medication, (3) rationale for increasing or decreasing medication, and (4) potential side effects of the medication.

The Contractor shall provide all inmates receiving medication with a full description of any medications ordered and their potential side effects. The Contractor must then request the Inmate sign an informed consent for each psychotropic medication as prescribed.

Required laboratory tests shall be ordered for the initiation and follow-up of psychotropic medication administration according to the Testing Standards for Psychotropic Medication Usage. For patients receiving antipsychotic medications, AIMS testing shall be administered in accordance with Testing Standards for Psychotropic Medication Usage.

n. OS-014

Mental Health Services in Close Management Units

Before placement on Close Management (CM), an inmate shall receive a mental health evaluation, regardless of mental health grade, within five (5) business days of receiving Form DC6-128, *CM Referral Assessment*. CM inmates shall be allowed out

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

CM inmates with a mental health grade of S-2/S-3 will receive at least one (1) hour of clinical group or individual therapy each week. Individualized service planning timeframes for CM inmates on the mental health caseload must comply with Rule 33-601.800, F.A.C.

For Close Management inmates, Form DC4-729, *Behavioral Risk Assessment (BRA)*, 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 to access necessary medical or mental health care. Required intervals for completion are specified in Rule 33-601.800, F.A.C. and are as follows:

1) Within three (3) working days of the inmate's involvement in a critical event;
2) Within 14 calendar days of CM placement; and
3) Within 120 calendar days of the initial 14-day BRA and every 180 calendar days thereafter.

5. Inpatient and Infirmary Mental Health Care (IIC)

Infirmary Mental Health Care is provided at most institutions, following the standards of care outlined in Procedure 404.001, *Suicide and Self-Injury Prevention* and HSB 15.03.26, *Infirmary Services*. Inpatient mental health care is provided at a limited number of institutions (currently 8), following the time frames and guidelines in Procedure 404.004, *Mental Health Inpatient Multidisciplinary Treatment and Services*. Other pertinent policies for inpatient mental health care delivery include Procedure 404.003, HSB 15.05.11, HSB 15.05.19, Procedure 404.001, HSB 15.02.02, HSB 15.05.21, HSB 15.05.13, HSB 15.05.20, and the Nursing Manual. Inpatient mental health services are provided in Transitional Care Units, Crisis Stabilization Units, and Corrections Mental Health Treatment Facilities.

The Contractor shall ensure compliance with the terms of the Consent Order in *Disability Rights Florida, Inc. v. Jones* (Case No. 3:18-cv-179-J-25JRK; hereafter referred to as "DRF-MH"), for services provided to inmates in inpatient mental health units.

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

Transitional Mental Health Care is a more intensive level of care than outpatient and infirmary care, but less intensive than crisis stabilization care. This level of care is only available at designated institutions and is delivered in a Transitional Care Unit (TCU). The TCU is a structured residential setting with a therapeutic milieu and direct treatment

components, such as therapeutic behavioral interventions and behavioral management plans. It is designed to provide evaluation, treatment, and mental healthcare intervention to any inmate whose symptoms of serious mental disorder interfere with his/her capacity to adapt in an outpatient setting safely. The goal is to alleviate the symptoms of mental illness and to improve functioning sufficiently to return the individual to the least restrictive clinical and custodial environment. Transitional care is also used to transition inmates who have received acute care in a CSU or a CMHTF back to an outpatient setting. A long-term residence in a TCU will be considered for an inmate who suffers from a chronic, severe, and persistent mental illness or intellectual disability (and the inability to readjust to the general population or special housing).

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

A **Corrections Mental Health Treatment Facility (CMHTF)** is the highest and most intensive level of mental health care available to inmates. It can only be provided through a court order per Sections 945.40, 945.43, and 945.49, F.S. This care is provided in an extended treatment or hospitalization-level unit, specifically designated by the FDC Health Services Director per by Rule 33-404.201, F.A.C., to provide acute mental health care including treatment and therapeutic intervention. This level of care contrasts to less intensive levels of care such as outpatient mental health care, infirmary mental health care, transitional mental health care, or crisis stabilization care.

Ongoing involuntary mental health treatment can only be provided at this level of care with a court order at institutions with a designated CMHTF. This level of care includes a broad range of evaluation and treatment services within a highly structured, secured, and locked hospital setting. Patients are typically chronically or severely impaired and do not respond favorably to brief inpatient or intermediate care. Patients are discharged to TCUs for further treatment and progressive reintegration to a suitable environment.

a. IIC-001

SHOS Assessments and Evaluations

The Contractor’s nursing staff shall provide care and complete documentation if the patient is in the inpatient mental health unit or the Infirmary. Nursing staff complete Form DC4-673B, *Inpatient Mental Health Daily Nursing Evaluation*, once per shift.

Inmates on SHOS shall be visually checked by the appropriate staff at least once every 15 minutes with documentation on the DC4-650, *Observation Checklist*. Upon an inmate’s return to the institution after receiving outside medical treatment for self-injurious behavior, the inmate must be placed on SHOS, and a Psychologist must complete an evaluation in the format specified by the FDC Chief of Mental Health Services.

There shall be an Order from the Contractor's attending Clinician for each inmate placed on SHOS documented in the infirmary or inpatient record. An attending Clinician must personally interview and assess the inmate each business day while the inmate is on SHOS and document this clinical contact in the health record using SOAP format. For inmates housed in an infirmary level of mental health care, counseling shall be provided by the Contractor's mental health staff every business day and documented as a SOAP note. For inmates placed on SHOS in Inpatient Units, the MDST will meet within three (3) business days of SHOS assignment to update the ISP.

Documentation for inmates whose SHOS status was discontinued shall contain sufficient clinical justification to ensure that the inmate's level of care was commensurate with the assessed treatment needs. The Contractor's mental health staff will evaluate the relevant mental status and institutional adjustment for inmates discharged to outpatient care within seven (7) days of discharge.

b. IIC-002

Referral/Transfer to TCU/CSU/CMHTF

Mental health transfers for inpatient care shall follow established Department policy, rules, and procedures and Sections 945.40-945.49, F.S. (The Correctional Mental Health Act), as applicable. Transfer criteria and procedures are fully described in Procedure 404.003, *Mental Health Transfers.*

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

Mental health transfers for inpatient care to TCUs, CSUs, and CMHTFs are considered routine, urgent, or emergent (based upon a clinical assessment made by the referring mental health team). During business hours, transfers are accomplished by completing E-Form DC4-656, *Referral for Inpatient Mental Healthcare* (the designated E-Form is used) directed to the Department's Population Management Administrator and the Mental Health Transfer Coordinator. Transfers occurring after-hours (including weekends and State holidays) are accomplished by on-site medical staff who shall intervene to manage any mental health emergency, per the protocol established in Procedure 404.003.

Routine referrals to CMHTF units are initiated through a consensus reached by a CSU MDST, which requests the institutional Warden file a petition with the court in the county where the inmate is housed. Emergent referrals to CMHTF units are indicated through consensus reached among the CSU MDST that a patient's condition has reached a level of care that cannot be met at the institution and that only CMHTF can provide the required level of care. Mental health staff requests the Contractor's Regional Mental Health Director of that region to give approval based on his/her appraisal of the inmate's clinical condition. If approval is granted, the Regional Mental Health Director advises the Warden of the institution, who will also need to give administrative approval of the emergency transfer request.

c. IIC-003

Mental Health Inpatient Orientation

Within four (4) hours of the inmate's arrival into an inpatient unit, the Contractor's nursing staff shall inform the patient of the reason(s) for admission, provide verbal orientation to the inpatient unit, and inform the patient of the mental health unit rules.

This orientation is documented on Form DC4-673, *Mental Health Inpatient Nursing Admission Assessment*.

d. IIC-004

Risk Assessment

A risk assessment team comprised of a Psychologist and a staff member from security and classification will conduct a risk assessment that incorporates a validated risk assessment instrument, in accordance with Chapter 33-404, F.A.C.

e. IIC-005

Treatment Planning

All patients admitted to an inpatient unit shall have an ISP initiated and reviewed by the MDST within the required time frames in HSB 15.05.11, *Planning and Implememtation of Individualized Mental Health Services*. All MDST members sign the ISP at the meeting, indicating their agreement. Inmates also sign the ISP at the meeting time (if they attend) or at their next clinical encounter. The MDST will conduct routine and spontaneous meetings per the timeframes specified in Procedure 404.004.

f. IIC-006

Psychiatric Services

All patients admitted to an inpatient unit shall receive a Psychiatric Evaluation within three (3) business days of admission, documented using Form DC4-655, *Psychiatric Evaluation*. After the initial evaluation, psychiatric follow-up care shall occur following the requirements outlined in Procedure 404.004 and HSB 15.05.19.

1) A Psychiatric Clinician must conduct a clinical interview to assess the mental status and progress of new **TCU** patients at least once during the patient's first seven (7) days and at least every 30 days after that.
2) At a minimum, a Psychiatric Clinician must conduct a clinical interview to assess the mental status and progress of new **CSU** patients on at least three (3) occasions during the patient's first seven (7) days and at least every seven (7) days after that.
3) A Psychiatric Clinician must conduct a clinical interview to assess the mental status and progress of new **CMHTF** patients on at least three (3) occasions during the patient's first seven (7) days and at least every 14 days after that.

g. IIC-007

Daily Rounds

The Contractor shall conduct rounds on the inpatient units to ensure each patient's well-being and general functioning. The Psychiatric Clinician or Psychologist will conduct daily rounds on business days to personally observe each patient. The Psychologist will conduct at least one of the required rounds each week in the CSU, biweekly in the CMHTF, and monthly in the TCU. The Contractor shall document rounds using Form DC4-717A, Mental Health Inpatient Unit Rounds Documentation Log.

If an inmate requires additional services, interventions, or follow-up resulting from the rounds, these needs shall be documented as an incidental note in the patient's inpatient record.

h. IIC-008

Inpatient/Infirmary Nursing Services

The Contractor is responsible for all mental health nursing inpatient and infirmary services.

In mental health inpatient units and for inmates admitted into the Infirmary for mental health reasons, an RN shall:

1) Review and respond to all staff referrals, Form DC4-529, for inmates in the infirmary for mental health reasons.
2) Review the completed Form DC4-683A, *Mental Health Emergency Nursing Protocol*, for all new infirmary mental health admissions and communicate the findings to the Psychiatrist.
3) Conduct a daily evaluation, during business hours, to observe the inmate and communicate their current status. This encounter shall be documented in the inmate's health record and communicated to the Psychiatrist.
4) Review daily, during business hours, Form DC4-701A, *Medication and Treatment Records*, for all inmates in the Infirmary for mental health reasons to ensure compliance with psychotropic medication if prescribed.
5) Provide inmate education and counseling as needed and document on Form DC4-714A, *Infirmary Progress Record*.

i. IIC-009

TCU Nursing Services

The Contractor shall ensure an Order is received and documented within one (1) hour of admission to TCU by the Clinician or RN (for verbal orders).

An RN provides the patient orientation to the TCU and documents it on Form DC4-673. The orientation shall include the reason for admission to the unit and the mental health unit's rules. The information shared shall be in writing unless it has been determined that the inmate's risk of self-harm will be increased by possessing them.

A Licensed Nurse will collect Vital Signs within one (1) hour of admission, as follows:

1) Within one (1) hour of admission, including weight (documented on Form DC4-673 for new admissions or Form DC4-673A for unit-to-unit transfers.
2) Every day for two (2) calendar days and then two (2) times per week, unless ordered more frequently by the Clinician and documented on Form DC4-716A, *Graphic Chart*.
3) Once every 14 calendar days from admission, unless ordered more frequently by the Clinician and documented on Form DC4-673B.
4) Weights shall be checked weekly unless ordered more frequently by the Clinician and documented on Form DC4-716A, *Graphic Chart*.
5) For psychotropic medication changes, two (2) days a week for four (4) weeks from the first administered dose to the patient, documented on Form DC4-716A, *Graphic Chart*.

An RN shall complete a patient admission evaluation on Form DC4-673 within four (4) hours of receiving the inmate to the TCU. An RN will conduct a patient evaluation every 14 calendar days, alternating Form DC4-684 with Form DC4-673B, unless ordered more frequently by the Clinician following admission. If additional documentation is needed, the Licensed Nurse shall document it on Form DC4-642F in SOAPE format.

Sick call complaints shall be documented on the DC4-683 Series forms, as noted above, and on Form DC4-642F in SOAPE format if there isn't a Form DC4-683 for

the patient's specific complaint.

j. IIC-010

Unit-to-Unit Transfer Nursing Services

For unit-to-unit transfers (CSU to TCU or TCU to CSU), the RN completes a patient assessment when receiving a transfer from the CSU, instead of a new admission evaluation, within four (4) hours of admission to the TCU and completes Form DC4-673A, *Inpatient Unit-to-Unit Mental Health Transfer Nursing Assessment*. A Licensed Nurse will collect Vital Signs, including weight, within one (1) hour of transfer/admission.

k. IIC-011

CSU and CMHTF

An inpatient record shall be started at the time of admission by a Licensed Nurse.

A Licensed Nurse shall document all CMHTF & CSU admissions and discharges on Form DC4-781A, *Mental Health Emergency, Self-Harm, IMR Log*. The Contractor shall ensure an Order is received and documented within one (1) hour of admission to CSU or CMHTF by the Clinician or RN (for verbal orders).

An RN shall provide the patient orientation to the CSU or CMHTF, documented on Form DC4-673. The orientation shall include the reason for admission to the unit and the mental health unit's rules. The information shared shall be in writing unless it has been determined that the inmate's risk of self-harm will be increased by possessing them.

The Licensed Nurse collects the patient's Vital Signs as follows:

1) Within one (1) hour of admission, including weight.
2) Every day for two (2) days and then twice per week from admission unless ordered more frequently by the Clinician and documented on Form DC4-673.
3) Twice a week after that, unless ordered more frequently by the Clinician.
4) Weights shall be checked weekly, unless ordered more frequently by the Clinician.

An RN shall complete a patient admission evaluation using Form DC4-673 within four (4) hours of receiving the inmate to the CSU or CMHTF. An RN shall complete a patient evaluation every eight (8) hours following admission and document it on Form DC4-673B. If additional documentation is needed, a Licensed Nurse shall document on Form DC4-642F in SOAPIE format.

Sick call complaints shall be documented on the DC4-683 Series forms, as noted above, and on the Form DC4-642F in SOAPIE format if there isn't a Form DC4-683 for the patient's specific complaint.

l. IIC-012

In the inpatient mental health units, sick call shall be performed by an RN. Licensed Nursing staff shall provide all inmates a health care services orientation immediately upon arrival, to include access to sick call. A Licensed Nurse shall complete an assessment on the inmate and document using the appropriate DC4-683 series protocol.

Inmates shall be seen by a Licensed Nurse, according to triage priority:

1) Emergent: Patient is seen immediately.
2) Urgent: Patient is seen within 24 hours.
3) Routine: Patient is seen timely and does not exceed one (1) week from request.

A Licensed Nurse shall implement the plan as outlined on the appropriate DC4-683 protocol. A Licensed Nurse shall document sick call that does not have a corresponding DC4-683 Protocol form on Form DC4-642F, *Chronological Record of Inpatient Mental Health Care*, including Vital Signs.

The Contractor's Assistant Director of Mental Health Nursing shall maintain and display a current list of available Nursing Protocols in all treatment rooms used for Sick Call and Medical Emergencies.

m. IIC-013

Sick Call Referral Requirement

The Licensed Nurse will make an immediate Clinician referral to Medical Services for evaluation and treatment for the following types of complaints:

1) Respiratory distress;
2) Chest pain;
3) New onset of change in mental status;
4) New onset of neurological deficits;
5) Complaints outside of the Licensed Nurse's scope of practice; and
6) Unresolved complaints reported to sick call three (3) times.

An RN shall call the medical Clinician for inmates who present twice with the same complaint within 24 hours with persistent or worsening symptoms, after regular business hours when no Clinician is on-site to evaluate the inmate.

n. IIC-014

Inmate-Related Emergencies and Inmate Declared Emergencies

A Licensed Nurse shall provide inmates a health care services orientation immediately upon arrival to a mental health inpatient unit that includes how to access emergency health care when needed on the inpatient mental health unit.

Medical emergencies shall be handled as described in requirement IC-024 of this Contract, with the exception that documentation will occur on the appropriate DC4-683 Protocol Series, or Form DC4-642F, *Chronological Record of Inpatient Mental Health Care*, with Vital Signs.

o. IIC-015

Individual Therapy and Case Management

Inpatient case management services and individual counseling will be provided and documented per Procedure 404.004.

1) The TCU requires a behavioral health specialist to provide group psychotherapy at least every seven (7) days and individual psychotherapy and case management at least every 30 days.
2) The CSU requires a behavioral health specialist to provide group psychotherapy, individual psychotherapy, and case management at least every seven (7) days.
3) The CMHTF requires a behavioral health specialist to provide group psychotherapy at least every seven (7) days and individual psychotherapy and case management at least every 14 days.

p. IIC-016

Violence Risk Assessment

The Psychologist will conduct a violence risk assessment of inmates using the HCR-20 validated risk assessment instrument within three (3) business days of admission to the CSU and within seven (7) business days of admission to TCU or CMHTF, and at least every 90 calendar days after that, following Procedure 404.004, *Mental Health Inpatient Multidiscliplinary Treatment Services*.

q. IIC-017

Structured Out-of-Cell Treatment and Services (SOCTS)

Each level of inpatient mental health care must offer a range of out-of-cell structured therapeutic services (e.g., individual and clinical group therapy, psychoeducational groups medication compliance group, therapeutic community, activity therapy, preparation for discharge to outpatient or community) provided by the requisite staff, as specified in Procedure 404.004.

A minimum of 10 hours of out-of-cell structured therapeutic service hours are required to be offered weekly for each patient in the CSU, TCU, and CMHTF

The Contractor may fulfill up to five (5) hours of the required SOCTS total hours with Activity Therapy if such activities are provided by, or with, the assistance of a mental health staff member and all other required out-of-cell structured therapeutic service hours for the week are met. At least two (2), but no more than four (4) hours of out-of-cell structured therapeutic services will be offered on weekends.

A minimum of one (1) hour of weekly clinical group psychotherapy and one (1) hour of Therapeutic Community will be offered. Individual psychotherapy and case management will be offered at least every seven (7) days for CSU, every 14 days for CMHTF, and every 30 days for TCU. Inmates with at least three (3) consecutive medication refusals or at least five (5) medication refusals in a month will be offered enrollment in a medication education group.

If inmates refuse to participate in offered treatment, the Contractor's mental health staff will counsel the inmate cell front and attempt to get them to participate in that activity or service. This counseling should occur at the time of the refusal but no later than within 24 hours of the refusal. The refusal and the date/time of the subsequent counseling shall be recorded on Form DC4-711A.

r. IIC-018

Behavioral Management Progress System

Inpatient mental health services are guided with a behavioral level system consisting of performance-based behavioral incentives and consequences. All level changes shall be reviewed by the MDST and documented in an incidental note according to Procedure 404.004.

s. IIC-019

Discipline of Inmates in Inpatient Units

The discipline of Mentally Disordered Inmates in CSU, TCU, and CMHTF shall be affected, in accordance with Rule 33-404.108, F.A.C, *Discipline and Confinement of Mentally Disordered Inmates*, and HSB 15.05.13, *Mental Health Staff on Disciplinary Teams*.

Before issuing a disciplinary report (DR) for an incident of maladaptive behavior, the FDC security shift supervisor shall discuss the incident and circumstances with the Contractor's supervising Psychologist or psychological services director to determine whether the DR will be issued. This consultation will be documented in the mental health record via an incidental note by the Psychologist, and the incident should be reviewed by the MDST no later than the next business day.

For patients who receive a DR, the Psychologist will conduct a record review, a clinical interview, and a review of a copy of the statement of facts to provide input, using Form DC6-1008, *Disciplinary Team Mental Health Consultation* to the disciplinary team.

t. IIC-020

The Department has a Statewide Ombudsman Program with seven (7) staff. Additionally, five (5) institutions have an Assistant Warden of Mental Health; Suwannee CI, Lake CI, Dade CI, Santa Rosa CI, and Wakulla CI. The Contractor is expected to work collaboratively with the Ombudsman Program staff and Assistant Wardens, both those working in Central Office and on-site at designated Inpatient Mental Health Units.

6. Mental Health Reentry and Aftercare Planning (RAP)

To assist mentally disordered inmates with the transition from incarceration to release, the Contractor shall provide continuity of care planning services. These aftercare services range from arranging outpatient services with community providers, assistance with applying for SSI/SSDI benefits, and commitment to psychiatric hospital care. As part of an Interagency Agreement, the Department and the Florida Department of Children and Family Services (DCF) utilize a web-based referral system to obtain an intake appointment at a community mental health center (CMHC) for inmates under psychiatric care at the time of their release. The Contractor shall provide continuity of care services per HSB 15.05.21, *Mental Health Re-Entry Aftercare Planning Services*.

a. RAP-001

The institutional Psychologist shall assign mental health staff at each institution to coordinate the mental health reentry services for the target population. A back-up to the institutional reentry specialist shall also be appointed.

b. RAP-002

All inmates on the mental health caseload (except those on Death Row or serving life sentences) shall have Discharge/Aftercare Planning included as a problem on their ISP a minimum of 180 days before release.

c. RAP-003

Inmates with a mental health grade of S-3 to S-6, or with a diagnosis of an intellectual disability who are between 45 and 30 days of release shall have a copy of Form DC4-661, *Summary of Outpatient Mental Health Care*, or Form DC4-657, *Discharge Summary for Inpatient Mental Health Care* in their health record.

d. RAP-004

When the inmate is within 30 days of EOS, the Contractor's mental health staff shall forward either Form DC4-661 or Form DC4-657 to the CMHC, unless outside of the Contractor's control.

e. RAP-005

The Contractor will ensure all institutional reentry specialists are trained in SOAR (SSI/SSDI Outreach, Access, and Recovery) and shall assist eligible inmates in the completion of SSI/SSDI applications, per HSB 15.05.21.

f. RAP-006

No sooner than 45 days before EOS, and no later than 30 days before EOS, the institutional reentry specialist shall forward the inmate's completed SSI/SSDI applications to the Social Security Administration.

g. RAP-007

The Contractor shall provide adequate staffing to coordinate discharge planning at each institution. The Contractor shall develop, implement, and coordinate a comprehensive discharge plan for inmates with acute or chronic mental illness who are difficult to place, due to their offense, and are within six (6) months of EOS.

The Contractor shall coordinate inmate release issues with the Department's Office of Health Services, Office of Programs and Re-entry, and the Bureau of Admission and Release, to help inmates prepare to transition back into the community. The Contractor will be responsible at each institution for coordinating the mental health care portion of the Department's reentry initiative.

The Contractor's Clinician shall complete the mental health section of the pre-release assessment on each inmate preparing for release, including EOS, ICE, Work Release/Community Corrections, and Work Release/CCC transfers, and document on Form DC4-549, *Prerelease Health Care Summary*, in the following time frames:

- Inmates with clinically significant functional impairment: 150 calendar days before release
- Inmates without placement needs: 30 - 60 days before release

The Contractor shall ensure all pre-release inmates referred to a community provider have a completed Form DC4-711B, *Consent and Authorization for Use and Disclosure Inspection and Release of Confidential Information*, on file for all relevant providers or entities at the time of release. The Contractor shall provide all pre-release inmates who choose not to sign Form DC4-711B at the time of release, a blank Form DC4-711B for follow-up.

The Contractor shall provide all pre-release inmates with the address and telephone number of the inactive storage warehouse locations where EOS health records are maintained. The Contractor shall provide all inmates discharged from an inpatient unit who require immediate medical attention or continuity of care as determined by the Psychological Services Director or Assistant Director of Mental Health Nursing, copies of DC4-549, *Pre-release Health Care Summary*, along with other pertinent or vital health information to support any specific diagnoses at the time of release.

The Contractor shall provide copies of pertinent health information at the time of release to aid inmates with applications for disability, employment requirements, vocational rehabilitation services, county health department services, private physician treatment or care, etc.

E. Dental Services

The Contractor shall provide comprehensive dental services, meeting constitutional requirements, both on-site at the Department's correctional institutions and off-site at hospitals, dental offices, and specialty care offices/centers. Services include a standardized program of routine, urgent, and emergency dental services, available to all inmates, with an emphasis on preventative dental practices. All necessary dental care shall be provided either routinely, urgently, or emergently, as dictated by the need(s) and to resolve the presenting issue(s). Dental treatment shall be provided according to the treatment plan, based upon established priorities that, in the Dentist's clinical judgment, are necessary to maintain the inmate's health status.

The Contractor must fully comply with Section 466.0285, F.S., which states in part, "no person other than a dentist licensed pursuant to this chapter[Chapter 466], nor any entity other than a professional corporation or limited liability company composed of dentists may: 1) employ a dentist or dental hygienist in the operation of a dental office, 2) 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, 3) direct, control, or interfere with a Dentist's clinical judgment."

The Contractor must humanely provide dental services respecting inmates' rights to appropriate dental health services.

1. **Institutional Dental Care**

Institutional dental care consists of many different facets, delivered within the secure environment of the Department's correctional institutions, both in the reception process and at permanent institutions, including dental sick call (urgent), emergent, and routine dental care. Dental services are available to inmates based on four (4) levels of care.

Level I
This level of dental care shall be provided to inmates during the reception process. It includes, but is not limited to, intake examinations, necessary extractions as determined by the intake dental examination, Class II extractions, and emergency dental treatment, including soft tissue pathology.

Level II
This level of dental care shall be provided to inmates with less than six (6) months of Department incarceration time. It includes, but is not limited to, all Level I care, caries control (reversible pulpitis) with temporary restorations, gross cavitron debridement of symptomatic areas with an emphasis on oral hygiene practices, and complete or partial denture repairs, provided the inmate has sufficient Department incarceration time remaining on his/her sentence to complete the repair. This level of care also includes those inmates edentulous in one or both arches and requesting dentures. That inmate is to be placed on the appointment waiting list at his/her permanent facility and is not required to wait six (6) months for Level III care.

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

- All Level I and Level II care;

- Complete dental examination(s) with full mouth radiographs, Periodontal Screening and Recording (PSR) and development of an individualized dental treatment plan;
- Prophylaxis with definite debridement, periodontal examination, as indicated by the PSR, oral hygiene instructions with emphasis on preventative dentistry;
- Complete denture(s), provided the inmate has at least four (4) months of continuous Department incarceration time remaining on his/her sentence;
- Restorative Care, including amalgams, resins, glass ionomers, temporary crowns, chair-side post and cores, after the inmate has already received a complete prophylaxis with definitive debridement;
- Removable prosthetics, including acrylic partial dentures (provided the inmate has at least four (4) months of continuous Department incarceration time remaining on his/her sentence) and relines and rebases (provided the inmate has enough continuous Department incarceration left on his/her remaining sentence to complete the procedure(s));
- Anterior endodontics (canine-canine), provided the tooth in question has adequate periodontal support (early to moderate periodontitis), and has good prognosis of restorability and long-term retention;
- Posterior endodontics, which may be performed at either the local facility or by referral to an endodontist, provided the tooth is crucial to arch integrity (no missing teeth in the quadrant or necessary as a partial denture abutment), has adequate periodontal support (early to moderate periodontitis), and has good prognosis of restorability and long-term retention; and
- Basic non-surgical periodontal therapy, as necessary.

Level IV

This level of 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 (PIS) of ninety percent (90%) or better, for two (2) consecutive months. If an inmate doesn't achieve the required PIS, he/she shall be rescheduled in three (3) months for a follow-up PIS evaluation. If the required score is still not obtained, advanced dental services will not be considered.

Dental care and follow-up of highly specialized procedures, such as orthodontics and implants, placed before incarceration, shall be managed on an individual basis after consulting with the Department's Chief of Dental Services. The Contractor's dental staff shall provide follow-up care for oral surgery and pathology-related issues per the appropriate HSBs.

This level also includes all other advanced dental services exceeding Level III. This can include fixed prosthetics, periodontal surgery [including, but not limited to, grafts, specialized endodontic care, orthodontics placed pre-incarceration, implants (most of which would be placed pre-incarceration), and specialized oral surgery]. The Contractor shall follow HSB 15.04.13, Supplement C, Section B, Levels of Care.

a. IDC-001

The Contractor shall be responsible for all on-site and off-site dental treatments, and all other specialty dental care, as necessitated. Any necessary dental care that the Contractor cannot provide on-site must be made available by referral to an outside provider.

b. IDC-002

The Contractor shall provide dental care in accordance with Rule 33-402.101, F.A.C., *Dental Services*, and the 15.04 series of HSBs.

c. IDC-003

The Contractor shall answer directly to the institutional Warden, or designee, to coordinate and ensure the provision of all institutional dental care. Questions or issues arising during daily activities that cannot be resolved at the institution will be referred to the Contract Manager.

d. IDC-004

The Contractor's Dentists will decide the appropriate individualized treatment plan for each inmate. The Contractor shall not refuse to treat an inmate seeking emergent, urgent, or routine dental care.

e. IDC-005

Emergency dental treatment must be available on a 24-hour basis, using 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 Contractor's Medical Services staff, in accordance with nationally accepted dental emergency protocols and dental emergency policies, which must provide back-up dental coverage.

<u>There shall be no waiting list for dental emergencies.</u>

The Contractor shall ensure appropriate staff are available for treatment of dental emergencies and shall respond to the same within 24 hours of occurrence.

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

f. IDC-007

All Department dental clinics shall hold daily sick call (for urgent care) five (5) days per week, Monday through Friday, to provide dental access to those inmate patients who cannot wait for a routine appointment, but who do not yet meet the criteria for emergency care. Inmates signing up for dental sick call must be evaluated, triaged, or treated within 72 hours. If an inmate needs urgent 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 no later than 10 days.

Some institutions may have a small population requiring less than one (1) full-time Dentist. In the event the institution does not have an assigned Dentist available for dental sick call, the Contractor must ensure an alternate Dentist is assigned to complete dental sick call, a minimum of three (3) days per week.

g. IDC-008

The appointment waiting time between an initial request for routine dental care and the dental treatment plan appointment shall not exceed eight (8) months. This is defined as the time between the inmate's initial request for routine, comprehensive, dental care, and the actual development of the Dental Treatment Plan (Form DC4-764), signed by a Dentist.

Waiting times between routine dental appointments shall not exceed four (4) months.

h. IDC-009

The Contractor shall submit the following reports by the 10th business day of each month, to provide data for the previous month of service(s):

- Provider Days for each institutional Dentist and Dental Hygienist, per HSB 15.04.13, Supplement H
- Each institution's initial waiting times for Routine Comprehensive Dental Care, defined as the time from receipt of the initial inmate request for these services to the actual formulation of the Dental Treatment Plan signed by the Dentist
- Each institution's waiting times between appointments for routine comprehensive dental care

i. IDC-010

The Contractor shall complete immediate reviews of incidents involving possible exposure to pathogens (post-exposure follow-up treatment and care is the responsibility of the Contractor).

j. IDC-011

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

1) The Contractor shall provide prevention training with oral hygiene instructions to each inmate, as part of his/her orientation to the institution. This training is to include instructions in the proper usage of essential oral hygiene aids (toothbrush, toothpaste, and 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.
2) Personal preventative training, including oral hygiene instructions, shall be provided by the Contractor, as part of an inmate's Dental Treatment Plan. Oral hygiene instructions shall be reinforced throughout the Dental Treatment Plan.

k. IDC-012

Every inmate shall receive an intake dental examination at a reception center by a Dentist. The intake dental examination shall take place within seven (7) days of arrival and must include, at a minimum:

1) A visual clinical exam of the head, neck, and intraoral areas for any pathology or cancer;
2) Charting of any missing teeth, restorations present, fixed or removable prosthetics, gingival conditions, and deposits;
3) An evaluation of masticating efficiency;
4) Any treatment indicated (provisional treatment plan); and
5) Assignment of a dental grade and identification of emergency dental needs, as outlined in HSB 15.04.13, Supplement H, Section B, Dental Grades.

Any inmate in need of extractions, based upon the intake dental examination, should be scheduled to have them as soon as possible, but no later than seven (7) days from their intake examination date.

l. IDC-013

Each inmate shall receive an orientation to dental services upon arrival at his/her permanent institution. The Contractor shall provide this orientation within seven (7) days of arrival and include how to access dental services and availability hours. The Dental Treatment Record shall be reviewed for emergency/urgent dental needs and follow-up care requirements. If an inmate's Dental Treatment Record has not been received at the time of orientation or the inmate has not had a dental examination in accordance with established policy, then one is to be completed within seven (7) days, and a replacement Dental Record generated where indicated.

m. IDC-014

Each inmate shall receive a periodic dental examination per HSB 15.04.03. At a minimum, periodic dental examinations must include a visual clinical exam of the head, neck, and intraoral areas for any pathology or cancer.

n. IDC-015

When necessary, the Contractor's Dentists shall perform dental examinations, assessments, and treatment for inmates in confinement units.

o. IDC-016

Before commencing with a routine comprehensive dental treatment, a diagnosis and treatment plan shall be developed from the following information: a complete clinical examination, pathology/cancer examiner, full mouth radiographs, periodontal screening, periodontal scoring, a plaque evaluation, all appropriate charting to record findings, and health history.

p. IDC-017

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 inmates less than 18 years of age.

q. IDC-018

The Contractor shall provide comprehensive dental care, including:

- Reception/Intake Examinations
- Reception Class II Dental Extractions
- Diagnostics
- Radiographs
- Preventative care
- Periodontics
- Restorative
- Endodontics
- Removable Prosthetics-Partial and Complete Dentures, Partial and Compete Denture Repairs, Rebases, Relines, and Palatal Obturators
- Fixed prosthetics
- Oral Surgery
- Treatment of pre-existing implants
- Treatment of pre-existing orthodontics
- Treatment of Temporomandibular Disorders

r. IDC-019
The Contractor shall be responsible to answer and respond to consults and referral requests from the Contractor's medical and mental health staff, within three (3) weeks of referral, unless needed more urgently, as determined by a Clinician.

s. IDC-020
The Contractor's dental staff shall be responsible for completing infirmary/hospital rounds for all inmate patients admitted for dental reasons or at the medical staff's request.

t. IDC-021
The Contractor will ensure its institutional medical staff have a Dentist On-Call list, in the event a Dentist should need to be contacted when an emergent/urgent dental situation arises, and no Dentist is available at the Institution. When needed, the Contractor must ensure that an on-call Dentist can travel to another institution if that institution's Dentist is unavailable to cover call.

2. **Specialty Dental Care and Utilization Management (SDC)**

The Contractor must coordinate and provide all Specialty Dental Care services. Specialty Dental Care services include, but are not limited to, trauma care, cancer care, oral medicine and surgery, treatment of temporomandibular disorders, endodontics, periodontics, orthodontics, obturators, prosthetics, and the treatment of dental implants. This service area also includes diagnostic testing (laboratory services, pathology, and radiology).

The Contractor shall manage these services to avoid unnecessary off-site travel while ensuring necessary consultations and off-site services are provided. Therefore, the Contractor must implement an electronic UM Program, including nationally accepted criteria, to manage inmate dental services.

a. SDC-001
All referral denials of dental service(s) must be forwarded to the Department's Chief of Dental Services within one (1) week of determination for review.

b. SDC-002
The Contractor must forward a copy of all Alternative Treatment Plans (ATPs) to the Department's Utilization Management liaison and Chief of Dental Services within one (1) week.

c. SDC-003
The Contractor shall be responsible for the completion of all invasive dental treatment(s) necessary prior to the initiation of radiotherapy. These must be completed within five (5) business days of the referral.

d. SDC-004
The Contractor shall be responsible for placing and removing dental implants.

e. SDC-005
The Contractor shall be responsible for providing palatal obturators.

f. SDC-006
The Contractor shall be responsible for treatment using hyperbaric oxygen and/or dives necessitated by an inmate's previous head and neck radiation treatment.

g. SDC-007
The Contractor shall evaluate and treat (surgically or non-surgically) temporomandibular disorders and diseases.

h. SDC-008
The Contractor shall be responsible for the treatment of intra-oral alveolar fractures.

i. SDC-009
The Contractor shall be responsible for all intra-oral, alveolar, and lip biopsies to evaluate oral pathology. The Contractor shall follow general dental treatment standards, which call for a biopsy of oral lesions or suspected lesions, if they've not healed within 10 calendar days of when they were first observed. A biopsy shall be completed no later than two (2) weeks after the lesion is observed.

j. SDC-010
If necessary, the Contractor shall refer inmates to the Contractor's Medical staff for:
1) Medical clearance prior to dental treatment;
2) The evaluation of possible allergies to local anesthetics; and
3) Blood draws for samples requiring analysis prior to dental treatment.

k. SDC-012
The Contractor shall be responsible for all intra-oral soft tissue grafting and reconstruction of the dentition, as needed, following surgical procedures, or other issues relating to oral trauma.

l. SDC-013
At a minimum, the Contractor shall provide the following information to the Department by the 10th business day of the month following the month service was rendered:
1) 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.
2) 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.

F. Hospital Administration at RMC Hospital (RMCH)

This Contract provides for the management and operation of a 110-bed licensed hospital at the Reception and Medical Center (RMC) in Lake Butler, Florida.

The mission of the RMCH is to:
- Provide primary and secondary health and hospital care with efficient use of resources in a secure environment.
- Coordinate community hospitalization of inmates requiring highly specialized, acute, chronic, and tertiary care beyond the capabilities of institutional infirmaries.

- Provide chronic care services for patients requiring skilled nursing services or medical isolation in an extended care setting.
- Provide ancillary services such as radiology, laboratory, chemotherapy, radiation therapy, physical therapy, and specialty consultations for the Department's inmate population and inmates under the Interstate Compact Agreement.
- Coordinate with the outpatient clinic to provide follow-up services for inmates discharged from the RMCH.
- Identify patients who require infirmary placement upon discharge from the acute care setting.

The Contractor's administrative and management personnel shall supervise, oversee, and direct health care and hospital services at RMCH.

1. **Hospital Care (HC)**

   The Contractor must provide quality and timely health and hospital services to the Department's inmates, which are necessary to protect life, prevent significant illness or disability, or alleviate significant pain. Short-term and long-term nursing care is provided, including care of patients with communicable diseases. RMCH does not provide ICU or step-down unit care for patients requiring cardiac monitoring.

   a. HC-001

   The RMCH shall meet the following requirements:

   1) It is primarily engaged in the provision of inpatient diagnostic and therapeutic services, for medical diagnosis, treatment, and care of the injured, disabled, or sick persons, or the provision of rehabilitation services, to the same population, under the direct supervision of Medical Doctors or Doctor of Osteopathic Medicine.
   2) The hospital maintains clinical records on all patients.
   3) The hospital has medical staff bylaws.
   4) The hospital has a requirement that every patient must be under the care of a Medical Doctor or Doctor of Osteopathic Medicine.
   5) The hospital shall provide nursing services 24 hours per day, seven (7) days per week, and 365 days per year. Nursing services must be rendered or supervised by an RN and have Licensed Nurses on duty (on-site) at all times.
   6) The hospital shall be organized and staffed to provide quality nursing care to each inmate patient
   7) The hospital shall be licensed or approved as meeting the standards for licensing as a hospital, as defined by the State of Florida.

   The Nursing Director of the hospital shall ensure a sufficient number of nursing supervisors and qualified RNs are on duty to give patients the nursing care that requires an RN's judgment and specialized skills, with immediate availability for any patient's bedside care, when needed. The RN staff shall assure prompt recognition of any untoward changes in a patient's conditions and facilitate appropriate intervention by nursing, medical, or other hospital staff members.

   An RN must supervise and evaluate each patient's nursing care and assign each patient's care to the appropriate nursing staff, based on the patient's needs and the qualifications, experience, and competence of the nursing staff available. All Licensed Nurses (both Contractor and Subcontractor staff) working in the hospital must adhere

to the hospital's policies and procedures. The DON must provide adequate supervision and evaluation of the clinical activities of all nursing personnel.

The DON, or designee, shall maintain a list of licensed personnel, including private duty and per diem nurses, with each individual's current license number, documentation of his/her hours of employment, and his/her unit of employment within the hospital.

b. HC-002

Hospital Services:

The operation of RMCH includes inpatient services, an urgent care department, specialty clinics, and a surgical unit. The Contractor shall provide adequate clinical staff to ensure the hospital's operation is satisfactory and all patients have their needs met.

All patients admitted to the RMCH shall be seen by a Clinician during his/her daily rounds; at least one (1) Clinician will be available 24 hours per day, seven (7) days per week, to provide urgent/emergent care in the urgent care center.

Services at the RMCH shall include, but not be limited to:

1) Peripheral Intravenous (IV) therapy and central venous catheter, for infusion of blood and blood products, antibiotics, total parental nutrition (TPN), chemotherapy, PCA for the administration of pain medication, and anticoagulation therapy.
2) Monitoring services including basic cardiac (ECG) and Holter monitors and patient oxygenation status.
3) Ambulatory surgical procedures, including conscious IV sedation.
4) Pre-operative and post-operative care.
5) Chronic and preventative wound care measures, including specialty mattresses, overall products, and wound vacs.
6) Aerosol treatments for respiratory patients.
7) Management of long-term mechanically ventilated patients.
8) Hospice/Palliative Care.
9) Stroke/Cardiac Rehabilitative Services.
10) AFB Isolation and Treatment.
11) Reverse isolation for severely immune-compromised patients.
12) Skilled respiratory care, including tracheotomy care.
13) Post-operative recovery and convalescence.
14) Minor procedures such as Central Venous Access, thoracotomy, thoracentesis, paracentesis, removal of tunneled dialysis catheters, and removal of toenails.

c. HC-003

Ambulatory Surgical Center Services:

The Contractor will provide two (2) licensed Ambulatory Surgical Centers(ASC) at RMC and Central Florida Reception Center (CFRC) that include all equipment, instrumentation, and supplies. The Contractor will provide staff within each unit, including a surgical coordinator, a circulator (RN), a surgical technician for the operating room, a surgical technician and a circulator (RN) for the endoscopy suite, a pre-op nurse (Licensed Nurse), and an RN for the recovery room. The Department will provide linen services and utilities. The ASC will provide all types of surgery, including general, orthopedic, colorectal, ENT, oral, podiatry, and urology.

Endoscopic Procedures

1) Upper panendoscopy with or without biopsies and polypectomy
2) Flexible sigmoidoscopy with or without biopsy and polypectomy
3) Colonoscopy with or without biopsy and polypectomy
4) Bronchoscopy with or without biopsy, washing, or brushing
5) Flexible Laryngoscopy

Otolaryngologic Procedures

1) Closed reduction nasal and facial fractures
2) Septo-rhinoplasty, turbinate reduction
3) Removal of head and neck lesions
4) Excision of bronchial cleft cysts
5) Excision and/or fracture of lesions, tumors, etc. of mouth, head, nasal passages, and neck
6) ORIF facial fractures
7) Removal of hardware facial bones
8) Endoscopic sinus surgery, polypectomy, etc.
9) Septoplasty
10) Tonsillectomy

General Surgery

1) Hernia Repair, umbilical, ventral, inguinal, and incisional and scrotal with or without mesh
2) Hemorrhoidectomy with or without proctosigmoidoscopy
3) Fistulectomy with or without proctosigmoidoscopy
4) Excision of large masses, cysts, abscesses or lesions
5) Debridement and/or exploration of wound
6) Removal of foreign bodies
7) Excision and/or fulguration of anal/perianal warts
8) Excision of pilonidal cysts
9) Insertion and/or removal of chest tubes, port-a-cath, and central lines

Orthopedic:

1) Arthroscopy with or without repairs, shavings or meniscectomy
2) Open Reduction Internal Fixation (ORIF) of fractured hands, feet, forearms, and lower legs
3) Removal of hardware in hands, feet, forearms, and lower legs
4) Carpal tunnel release
5) Release of tendons and contractures hands, forearms
6) Ganglion cyst removal
7) Synovial cystectomy
8) Closed manipulation of dislocated joints
9) Partial amputation of fingers and toes
10) Removal of foreign bodies in soft tissue and bone
11) ACL Repairs
12) Tenosynovectomy & decompression DeQuervain’s tenosynovitis on wrist
13) Excision of ganglion cysts on wrists
14) Decompression medial nerves wrist
15) Removal of nails and exostosis of toes/fingers
16) Removal of foreign bodies, bullets, bone fragments, etc.
17) Closed reduction of simple fractures in hands, fingers, forearms, toes, feet, ankles, and lower legs

18) Epidural Steroid Injections with or without facet blocks
19) Shoulder Repairs

Plastic Surgery/ Hand Surgery
1) Closed reduction of fractures in hands
2) ORIF fractures in hands or wrists with hardware
3) Removal of hardware
4) Excision and complex repair of lacerations, cysts, masses, lesions, neuroma, scar tissue, keloid with or without skin graft
5) Excision Ganglion cysts
6) I & D abscess
7) Release of contractures with or without tendon repair and/or grafts
8) Closed reduction of fractures in hands and fingers
9) Repairs of lacerations and trauma
10) Excision and complex repair of skin lesions, cysts, masses, keloids
11) Grafting, STSG & FTSG

Podiatry
1) Plantar fasciectomy
2) Excision plantar fibroma/neuroma
3) Excision of heel spurs
4) Correction of deformities (toes)
5) Partial ostectomy of toe
6) Arthroplasty PIPJ of toe
7) Excision of masses in foot
8) Bunionectomy

Urology
1) Cystoscopy with or without biopsy, with or without dilatation
2) Urethrotomy/meatotomy
3) Removal of ureteral stents
4) Hydrocelectomy
5) Orchiectomy
6) Epididymectomy
7) Circumcisions
8) Supra pubic catheter placement
9) Excision and/or fulguration of penile warts
10) Removal foreign bodies bladder
11) Spermatocelectomy
12) I & D of scrotum, etc.
13) Excision and/or fulguration of lesions/warts penile, genital
14) Urethral dilation
15) Repair lacerations
16) Evacuation of hematomas
17) Extracorporeal Shockwave Lithotripsy (ESWL)

Dermatology
1) Biopsy/Excision/Removal of Lesions (Skin & Subcutaneous)
2) I & D Abscess or Cyst

Ophthalmology
1) Blepharoplasty

2) Cataract Extraction & Repair
3) Enucleation
4) Removal of Foreign Body, Tumors & Lesions
5) Lid Injury Repairs
6) Keratoplasty
7) Repair Lacerations
8) Extra Ocular Muscle Procedures
9) Pterygium excision.

d. HC-004

Lithotripsy

Lithotripsy services are provided on-site at least once a month by Lithotripsy Services of Greater Jacksonville or other approved subcontractor. The Contractor is responsible for providing all equipment, staff and supplies for the procedures.

RMC provides power and an emergency cart with defibrillator and medications.
The ASC shall provide pre-operative and post-operative care. The Contractor's anesthesiologists shall provide anesthesia.

e. HC-005

Hospital Admission

At admission, each patient shall have an identification band placed on his/her wrist that includes his/her name, inmate number, race, and birth date. All patients admitted to the hospital shall sign Form DC4-713A, *Cover Sheet for Inpatient Record.*
Any patient with allergies shall require the following:

1) Name of each food or medication allergy written on a red armband and placed on his/her arm.
2) Unless entered into the EMR, allergies shall be documented in red ballpoint pen ink on the:
   a) Medication Administration Record;
   b) Physician's Order Sheet, DC4-714B; and
   c) On an allergy sticker placed on all chart covers documenting allergies or "NKDA" if there are no known drug allergies present.

Nursing staff shall provide each patient with education/orientation on:

1) How to access care through operation of the call light;
2) The location of the bathroom;
3) Meal hours; and
4) The availability of other services (dietary, chaplain, and social services).

All patients admitted shall be given a copy of the following documents and sign the DC4-0020, *Receipt of Patient Rules/Regulations and Advanced Medical Directives Packet*:

1) NI1-033, *Patient Rules and Regulations*
2) DC4-687, *Information Sheet Regarding Advanced Directives*
3) DC4-665, *Living Will*
4) DC4-699, *Uniform Donor Form*
5) DH 1896, *Do Not Resuscitate Order (DNR)*
6) DC4-666, *Designation of Health Care Surrogate*
7) NI1-117, *Notice of Inmate Worker*
8) NI1-119, *Inmate Patient Bill of Rights and Responsibilities*

An RN shall complete an assessment on all inmates admitted to the RMCH and document that assessment on Form DC4-732, *Infirmary/Hospital Admission Nursing Evaluation*, within two (2) hours of admission. Additional patient information may be documented on Form DC4-0028, *Nursing Progress Note*.

f. HC-006

Hospital Nursing Evaluation and Treatment (Ongoing)

An RN shall develop an individualized nursing care plan for each patient, based upon the initial assessment and other diagnostic information, as appropriate. Other members of the health care team may contribute to the plan, but an RN maintains responsibility.

An RN shall complete a head-to-toe assessment of the patient's condition every eight (8) hours documented on Form DC4-684, *Infirmary/Hospital Daily Nursing Evaluation*. An LPN may contribute data to the assessment within the scope of their license. If the RN notes changes in the patient's condition, diagnosis, or response to treatment, the Clinician shall be notified, and the notification documented on Form DC4-684, *Infirmary/Hospital Daily Nursing Evaluation*.

Upon completion of any procedure, all patients shall have a prompt licensed nursing assessment, monitoring, and implementation of care, as needed. Assessment and care should be documented on Form DC4-684, *Infirmary/Hospital Daily Nursing Evaluation*, and Form DC4-0028, *Nursing Progress Note*, if additional room is needed.

g. HC-007

Hospital Discharge Requirements

The Contractor's nursing staff shall write a discharge note using Form DC4-0028, *Nursing Progress Note*, once a patient is discharged. If the patient is to remain housed at RMC, this fact shall be included on the note. When a patient is discharged to a confinement unit, nursing staff must complete a pre-confinement physical assessment, as required in this Contract.

If a patient is to be discharged to another Department institution or infirmary:

1) The ward clerk (or nurse, if the clerk is not available) shall notify the discharge planner so they can coordinate the discharge with the receiving institution or infirmary. The discharge planner will initiate a discharge planning sheet.
2) The ward clerk or discharge planner will make a copy of the pertinent patient information for the inpatient record (consults, Physician progress notes, recent lab and x-ray results, history and physical sheets, and discharge summaries from Outside Hospitals). These copies shall be placed in the outpatient record.
3) The outpatient medication prescriptions (yellow copy) are placed in the outpatient jacket for the receiving institution to fill and dispense. The white copy is turned into the pharmacy for a seven (7) day prescription fill.
4) The discharge planner will coordinate transportation for the patient will be coordinated with the Department's security staff.
5) The outpatient record and the encounter form are taken to the Outpatient Medical Records Department.

h. HC-008

Hospital Infection Control

The DON for RMCH shall establish an infection control program involving medical staff, nursing staff, other professional staff, as appropriate, and the administration. The program should provide for:

1) The surveillance, prevention, and control of infections among patients and personnel;
2) The establishment of a system for identifying, reporting, evaluating, and maintaining records of infections;
3) Ongoing review and evaluation of all septic, isolation, and sanitation techniques employed in the hospital; and
4) Development and coordination of training programs in infection control for all hospital personnel.

i. HC-009

Within RMCH, specialty consultations shall be available by request of the attending Physician or by transfer to a designated hospital where the appropriate care can be provided.

j. HC-010

Social Services Section

The Contractor will provide adequate staff to ensure a successful operation of the Social Services Department. Customarily, this is staffed by three (3) full-time staff who service RMCH. Staff shall be available Monday through Friday (excluding state holidays), 8:00 a.m. to 5:00 p.m., Eastern Time (ET).

This Unit has the following areas of responsibility:

1) Liaison between inmate families and the inmates;
2) Serve as Hospital Spokesperson for inquiries concerning inmate patient status;
3) Assist inmates who are being paroled or completing their sentences;
4) Assist disabled inmates without families find lodging and care upon discharge from the institution;
5) Assist inmates with VA, Social Security, and other benefits;
6) Upon the death of an inmate at RMCH, coordinates procedures for next-of-kin notification, care, and disposition of the body;
7) Act as a liaison for inmate/patient to inmate bank and inmate canteen for weekly canteen purchases;
8) Prepare and distribute weekly visitation list;
9) Notification of next-of-kin of an inmate patient when they are placed on the serious or critical list;
10) Arrange for special visitation passes for families to visit critical/serious inmate patients;
11) Arrange in-person and telephone interviews between an inmate and his/her legal counsel, upon the counsel's request;
12) Arrange for a Notary Public to provide services for hospital patients;
13) Arrange for Law Library Clerks to provide services for hospitalized inmates who are incapacitated and cannot visit the law library;
14) Provide individual counseling where appropriate;
15) Maintain required records, reports, and statistical information;
16) Coordinate with and assist all appropriate federal, State, and local agencies;
17) Provide reports and assessments to other appropriate RMC staff and Department staff, as required and appropriate;
18) Evaluate patient's social and psychological history from inmate records and provide reports and assessments when appropriate;

19) Provide daily coordination of impaired inmate issues; and
20) Coordinate medical discharges from the hospital to medical dormitories and liaison with attending Physician.

k. HC-011

Genetic testing shall be performed as outlined in HSB 15.02.18.

l. HC-012

Radiology:

The Contractor shall provide radiology services for the detection, diagnosis, and treatment of injuries and illnesses. All radiology (X-Rays) will be provided in a digital format. Radiological services must be provided to both the inpatient and outpatient units at RMC. Referral for specialized diagnostic imaging shall be available and completed as clinically necessary.

The Radiology Department must function under the supervision of a Board-Certified Radiologist. In addition to the supervising Radiologist, the Radiology Unit must also consist of a Radiology Manager, three (3) Radiology Technologists, and two (2) administrative staff members.

The Radiology Unit must be open from 7:00 a.m. to 5:00 p.m., Monday-Friday, and 8:00 a.m. to 12:00 p.m., Saturdays, Sundays, and Holidays. Additionally, coverage must be provided for emergencies 24 hours per day.

The Radiology Unit must provide the following services:

1) Examinations using Contrast Medium
   a) Arthrogram (knee, shoulder and wrist only)
   b) Catheter Checks
   c) T-tube cholangiogram
   d) Oral Cholecystogram
   e) Fistulogram (except upper extremities)
   f) Intravenous Pyelogram
   g) MRI
   h) Myelogram (cervical and lumbar spine)
   i) Nephrostomy
   j) Sialogram
   k) Urethrogram
   l) Venogram

2) Examinations using Barium
   a) Barium Enema
   b) Computerized Tomography (CT)
   c) Hypopharyngo-Esophagram
   d) Small Bowel follow-through studies
   e) Upper GI examinations, including swallow studies

3) Computerized Tomography
   a) Total Body Tomography

4) Invasive Procedures
   a) Lumbar punctures
   b) Myelogram (cervical and lumbar)

c) Ultrasound guided paracentesis
d) Ultrasound guided thoracentesis

5) MRI

All MRI services shall be provided by the Contractor directly, with the exception of the following:

a) All Total Body Imaging (except for MRI of liver and adrenals)
b) MR Angiography
c) Open MRI procedures

These procedures may be provided in-house by the Contractor, or the Contractor may subcontract with another provider of these services within the Community.

6) Routine radiographs (x-rays) including those of the chest, abdomen, extremities, spine, etc.
7) Ultrasonograms
   a) Abdominal-Liver, Gallbladder, Renal and Pancreas, etc.
   b) All small parts
   c) Breast
   d) Carotid(s)
   e) Parotid(s)
   f) Paracentesis
   g) Testicles
   h) Thoracentesis
   i) Thyroid
   j) Prostate
   k) Ultrasound guided biopsies
   l) Arterial & Venous Doppler
   m) Venous Mapping
   n) Liver Biopsies performed in the Modular Surgical Unit

8) Nuclear Medicine
   a) Biliary tract Scintigraphy
   b) Bone Scintigraphy, whole body SPECT
   c) Brain Scintigraphy
   d) Cardiac-thallium and myoview (cardiolite). Including first past subtraction, redistribution imaging, and thallium stress tests, ventricular function with first passed and ejection fraction.
   e) Gallium Scintigraphy, for the evaluation of occult infection and/or tumor
   f) Hyperthyroidism treatment
   g) Liver and GI tract Scintigraphy
   h) Lung Scintigraphy
   i) MUGA and EF Scans
   j) Octero Scan
   k) Renal Scintigraphy
   l) Salivary Gland Scintigraphy
   m) Testicular Scintigraphy
   n) Thyroid and parathyroid Scintigraphy
   o) Thyroid Uptake Scans
   p) V/Q scan with or without split crystal
   q) White Blood Cell (Ceretec or Indium Scan)

The Contractor must provide or coordinate PET/CT Scans (Cancer Center), Sleep Studies, and Video EEGs with a subcontracted provider.

m. HC-013

Radiotherapy Services

The Department currently maintains a contract for radiotherapy services with CCCNF-Lake Butler, LLC/E+ Cancer Care (Contract C2573). The Contractor shall use the CCCNF-Lake Butler, LLC (under the referenced contract), or a Department designated substitution, for all radiotherapy services provided under this Contract. FDC shall pay CCCNF-Lake Butler, LLC directly. The Department shall provide supporting services, outlined in Contract C2573, to CCCNF-Lake Butler, LLC. These services will be paid directly from the Department to CCCNF-Lake Butler LLC. Expenditures made through Contract C2573 will not be considered part of the Compensation Cap described in Section IV., Compensation.

G. Quality Management (QM)

1. **QM Activities**

The Contractor shall be responsible for, and participate in, quality management and assurance activities at the institutional, regional, and statewide levels, per Department policies and procedures. These activities include the following:

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

2. **QM Program Components**

The Contractor's QM Program shall include the following components:

- Risk Management (RM) Program – Seeks to protect the Department's human and financial assets and ensure the continuous improvement of inmate care by identifying risk factors and reducing errors.
- Credentialing, Certifications, Continuing Education (CE), and Peer Review – The Contractor must verify credentials and current licensure of all licensed health care professionals according to policy.
- Mortality Review (MR) – The purpose of this program is to retrospectively monitor and evaluate the quality and appropriateness of health care and the health care delivery process upon inmate death. Every in-custody death, except executions, requires a mortality review.

a. QM-001

The Contractor is responsible for the risk identification, analysis, evaluation, and selection of the most advantageous method(s) of correcting identified risks to protect

patients and staff from foreseeable harm, promote quality of health care, and promote a safe environment, in accordance with policy.

b. QM-002
Provide QM oversight to ensure the program functions are carried out in accordance with the policy HSB 15.09.01, *Quality Management Program* and requirements outlined in this Contract. In addition to the program management staff referenced in PGM-001, the Contractor shall identify institutional staff in accordance with policy to handle routine functions of the QM program processes.

c. QM-003
Establish QM/QA committees at the institutional and regional levels to consist of positions as identified and in accordance with policy

d. QM-004
QM oversight – Provide appropriate administrative oversight and support for the institutional QM program, ensuring all QM requirements are carried out in accordance with policy; developing and maintaining a system for triaging and resolving problems.

e. QM-005
Participation in the FDC Statewide Quality Management committees – Coordinate with the Department in developing studies, trending, and analyses of regional health services provided, including the performance of institutional level quality of care; make recommendations for necessary changes or interventions to resolve identified problems with an appropriate Corrective Action Plan (CAP) as a tool to ensure outcomes of these practice modifications.

f. QM-006
Regional QA Team – Meet at least quarterly to review reports from all institution level quality assurance committees and shall consider the reports from all other committees, as appropriate. Make recommendations for necessary changes or interventions and review the outcomes of these practice modifications. Report trends and analyses to FDC statewide QM committee.

g. QM-007
This committee shall also consider the results of quality of care audits, whether carried out by outside agencies, such as the Correctional Medical Authority (CMA), American Correctional Association (ACA), or by FDC staff.

h. QM-008
Participate in external reviews, inspections, and audits, as requested, and the preparation of responses to internal or external inquiries, letters, or critiques.

i. QM-009
The Contractor shall ensure that the Administrative Director(s) and Regional Dental Director(s) visit each facility at least once every six (6) months.

j. QM-010
The Contractor must verify credentials and current licensure of all licensed health care professionals per HSB 15.09.05, *Credentialing and Peer Review Program*. At a minimum, the Contractor shall:

1) Establish a Credentialing Committee to review and approve credentials in accordance with above policy.
2) Provide quarterly roster of credentialed staff to the Department. This roster should include at minimum full name, license number and expiration, class/position title, institution/workplace location, and type of review (initial or renewal).
3) Maintain an employee credentials folder at the institution the individual professional is providing service in accordance with policy for accrediting and monitoring purpose.
4) Develop and implement peer review processes that include plans to address or correct identified deficiencies. Ensure that all applicable professionals have their work performance reviewed in accordance with policy for accrediting and monitoring purpose.

k. QM-011

The Contractor shall implement and maintain a credentialing and peer review program for the following occupational groups, per HSB 15.09.05, *Credentialing and Peer Review Program*:

- Physicians (all levels and specialties, including psychiatry)
- Advanced RN Practitioners (all specialties)
- Physician's Assistant / Clinical Associate
- Dentists (all levels and specialties)
- Psychologist and Provisional Psychologist
- Behavioral Specialist/Mental Health Specialist (exempt from peer review requirements)

l. QM-012

All professional licensed staff must be compliant with training requirements to include Cardiopulmonary Resuscitation (CPR), Basic Life Support (BLS) Certification, or Advanced Cardiac Life Support (ACLS) for Health Care Providers. CPR training must be through one of the following programs:

1) American Heart Association (AHA) CPR-Pro or Health Care Provider card;
2) American Safety Health Institute (ASHI) Health Care Provider or CPR-Pro card; or
3) American Red Cross CPR/AED card for Professional Rescuer and Health Care Provider).

m. QM-013

APRN Protocol: Nurse Practice Act, Florida Statutes, Chapter 464, F.S. and Chapter 64B9-4, F.A.C.

1) An executed original protocol must be filed upon employment and annually thereafter with the Board of Nursing, 4052 Bald Cypress Way Bin C02, Tallahassee, FL, 32399, if required, per HSB 15.09.05.
2) The supervising Physician must file a notice with the Board of Medicine within 30 calendar days of entering the supervisory relationship and a second notice within 30 calendar days after terminating the supervisory relationship.
3) A new protocol must be completed every year, regardless of reassignment dates.

n. QM-014

Florida law requires PAs to notify the Board of Medicine, in writing, within 30 calendar days of employment, or after any subsequent change in the supervising Physician. When a PA begins employment, ends employment, and when there are

changes to the supervising Physician (adding one or deleting one). PAs can be disciplined for failing to perform this legal obligation.

1) Physician's Assistant (PA): DOH MQA Supervision Data Form DH-MQA 2004 available at www.FLBoardofMedicine.gov
2) Pertinent laws: Section 458.347, F.S. – Physician Assistants
3) Pertinent rules: Rule 64B8-30.003, F.A.C. – Physician Assistant Licensure; Rule 64B8-30.012, F.A.C. – Physician Assistant Performance

o. QM-015

The Contractor shall maintain copies of specific documents to include licensure, certifications, and continuing education of the institution's health care personnel where the individual professional is providing service, per Department policy, for accrediting and monitoring purposes. The Contractor is responsible for ensuring conformity with these requirements.

p. QM-016

Mental health evaluations must only be performed by qualified mental health professionals who are qualified to perform mental health evaluations, per HSB 15.09.05, *Credentialing and Privileging Procedures*.

q. QM-017

The Contractor shall develop and implement a peer review process including a plan to address or correct identified deficiencies to ensure that all applicable healthcare professionals have their work performance reviewed for accrediting and monitoring purposes.

r. QM-018

The Contractor shall establish an institutional Mortality Review Team, as identified in HSB 15.09.09. The institutional mortality review team shall perform the mortality review using routine mortality review forms per Department policy.

s. QM-019

The Contractor’s Institutional Mortality Review Coordinator shall transmit the mortality review and health care record to the Department for review.

t. QM-020

In cases where recommendations are identified at either the institutional or outside physician reviewer level, the recommendations shall be forwarded to the Contractor’s Medical Director for review, corrective action, and case closure, as directed in Department policy.

u. QM-021

All cases will be reviewed by the Department’s Chief Clinical Advisor or Chief of Medical Services, who will determine when the mortality review may be closed.

v. QM-022

The Regional QA Committee/Team shall meet at least quarterly to review the results of mortality reviews.

w. QM-023

The Contractor shall coordinate with the Department’s QM Manager to understand the protocols for developing studies, identifying trends, and conducting analysis of

regional health care, including the institution-level quality of care. The Contractor is expected to present the studies and trends identified from analyzing quarterly health services reports to the Department's QM Committee at the scheduled bi-annual meetings.

x. QM-024

The Contractor's Regional QM Team shall review institutional health services reports and meeting minutes at least quarterly and send a summary of the regional review to the Contract Manager, per policy HSB 15.09.01, *Quality Management Program*.

y. QM-025

The Contractor shall ensure the Contractor's HSA and appropriate institutional staff coordinate and participate in external reviews, inspections, and audits as requested and the preparation of responses to internal or external inquiries, letters, or critiques.

z. QM-026

The Contractor shall ensure each institution conducts monthly health care review meetings to review outcomes and improvements/acts. The Contractor shall develop meeting minutes and distribute the minutes per HSB 15.09.01, *Quality Management Program.*

aa. QM-027

The Contractor's Regional QM Team shall submit a bi-annual summary of the health services reports and CAPs for each institution per HSB 15.09.01, *Quality Management Program*.

bb. QM-028

The Contractor shall ensure each institution is audit/survey ready, at all times, by adhering to the QM Program's activities utilizing the relevant FDC forms (DC4-512A *Quality Management Instrument,* DC4-512B *Bi-Annual Report,* and DC4-512C *Corrective Action Plan*).

cc. QM-029

The Contractor's Regional QM Team shall facilitate and conduct a QM review at each institution, at least once every 18 months per HSB 15.09.01, *Quality Management Program*. The Contractor shall:

1) Provide a preliminary report of findings to institutional management during exit briefing;
2) Provide a final report to the Contract Manager;
3) Address each indicator scoring below eighty percent (80%) with a CAP, including a monthly report until all corrective action has been completed; and
4) Perform a follow-up site visit following Department policy.

dd. QM-030

The Contractor's institutional staff shall develop a CAP for each indicator scoring below eighty percent (80%) and submit it to their Regional QM team for review. A CAP can only be closed if the institution's performance in that indicator has improved to eighty percent (80%) or above for three (3) consecutive months and has been approved for closure by the Regional QM Team. However, should an external audit occur, conducted by the Department or CMA, and this indicator scores eighty percent (80%) or above, then the CAP may be closed at that time.

ee. QM-031

Section 945.6031, F.S. requires the CMA to conduct a survey at least once every three (3) years at each FDC institution. Per HSB 15.09.01, *Quality Management Program,* at a minimum, the Contractor shall:

1) Ensure that institutions are survey-ready at all times;
2) Complete the CMA pre-survey questionnaire and coordinate survey arrangements;
3) Develop a CAP on all CMA findings; and
4) Respond to findings per Office of Health Services (OHS) directives.

If CMA determines performance deficiencies are at a critical level and declares a "state of emergency," the Contractor will place a "crisis team" at that institution within 72 hours to ensure that deficiencies are corrected and addressed. The Crisis Team will remain in place until CMA determines all defects have been corrected. The Department shall re-evaluate the Contractor's staffing patterns and systems to determine whether the Contractor has adequate staff to provide services, staff are adequately trained, and appropriate processes are in place. The Contractor will meet the Department's requests and directives in addressing deficiencies.

ff. QM-032

The Contractor shall provide health services reporting on occurrences and trends following HSB 15.09.08, *Risk Management Program,* utilizing forms DC4-690A, *Occurrence Report* and DC4-690B, *Clinical Risk Management Occurrence Trending Report for Inmates Under the Direct Supervision of the Institutional Health Services*.

gg. QM-033

The Contractor shall discuss identified occurrences, sentinel events, and trending issues in the monthly institutional QM meeting.

hh. QM-034

The Contractor shall notify the Contract Manager of sentinel events per HSB 15.09.08, *Risk Management Program.*

ii. QM-035

The institutional mortality review process will involve the institutional Medical Director, HSA, institutional Mortality Review Coordinator, DON, Mental Health Psychologist (if suspected suicide), and a mortality review team as outlined in HSB 15.09.09. Regional health services staff may attend mortality review team meetings telephonically.

jj. QM-036

The Contractor's institutional mortality review coordinator shall send an E-Form/SYSM death notification to the CO Mortality Review Coordinator within 24 hours of an inmate death (excluding weekends and holidays), following HSB 15.09.09.

kk. QM-037

The mortality review team shall convene and thoroughly review the institutional health record, outside facility medical records, all relevant FDC records, and the ME report (if available) within 10 business days of an inmate's death. The team will re-convene upon the completion of a psychological autopsy, if applicable.

ll. QM-038
Mortality review forms (DC4-501, DC4-502, DC4-503D, DC4-504 and DC4-508) shall be completed thoroughly, signed and dated during the mortality review team meeting.

mm. QM-039
The Contractor shall send all original Mortality review forms to the Department's Mortality Review Coordinator within five (5) business days of the mortality review meeting.

nn. QM-040
The Contractor shall also send a copy of the past year of the inmate's institutional health record and any outside medical facility records to the CO Mortality Review Coordinator within 10 business days of an inmate's death.

oo. QM-041
The Contractor's institutional mortality review coordinator, or designee, will request the autopsy from the Medical Examiner (ME) in the ME district where the death occurred. Once received, the Contractor shall send the ME report to the CO Mortality Review Coordinator. The Contractor shall coordinate transportation of the body and the ME report.

pp. QM-042
If the outcome of the mortality review, noted on Form DC4-508, reflects anything other than "Acceptable Care provided," a CAP is required and shall be implemented timely.

qq. QM-043
All suspected and confirmed suicides shall be reviewed by the Contractor's Mental Health Director, who will ensure that a psychological autopsy is performed by the Contractor's regional mental health services staff.

rr. QM-044
All psychological autopsies will be completed within 33 business days of the assignment to the Contractor's Regional Mental Health Director. Any training or corrective action will be completed within 10 business days of completion of the psychological autopsy. The Contractor shall ensure that a psychological autopsy report is completed and submitted to the Department's Chief of Mental Health Services in cases involving suspected suicide. These autopsies must be performed by a Regional Mental Health Director who is not assigned to the Region where the suicide occurred.

Within 15 calendar days of completion of the psychological autopsy, the mortality review team will meet again (telephonically or in-person) to review the autopsy results.

ss. QM-045
Any recommendations by the FDC Health Services Director shall be forwarded to the Contractor's Medical Director for review and/or corrective action to be completed in the appropriate time frame specified in the communication.

tt. QM-046
All recommendations submitted to the Contractor staff by the CO Mortality Review Coordinator shall be completed in the appropriate time frame specified in the communication.

uu. QM-047
The Contractor shall perform clinical quality studies at least every 18 months.

H. Pharmaceutical Services

1. Department Pharmacies

The Department operates four (4) pharmacies that dispense prescriptions to their assigned institutions/facilities throughout the State. The Region I Pharmacy is in Marianna, Florida; the Region II Pharmacy is at Union CI, in Raiford, Florida; the Lowell CI Pharmacy is in Ocala, Florida; and the RMC Pharmacy is in Lake Butler, Florida. All costs associated with the Department's pharmacy dispensing services, prescription records, formulary inmate prescriptions, and formulary non-prescription medications dispensed from the Department's Pharmacies (or Specialty Pharmacies contracted by the Department) are the responsibility of the Department. The Department is also responsible for the cost of all formulary stock medications maintained at the institutions. All stock medications and stock supplies are the Department's property.

2. Contractor Pharmaceutical Services Responsibilities (PS)

The Contractor shall be responsible for a medication management program following established policies and procedures. Ongoing psychotropic medication management shall be provided by the Contractor's psychiatry staff per HSB 15.05.19, *Psychotropic Medication Use Standard,* with an RN's supplemental support.

The Department's Pharmacies provide stock medication for dispensing by Dentists (ibuprofen, antibiotics, etc.), per HSB 15.04.15 and Appendices A, B, and C, but does not provide other dental medications (lidocaine, injectable medications, etc.).

The Contractor shall be responsible for the management and cost of all non-formulary medications not provided by the Department's Pharmacies (except Direct Acting Antivirals (DAAs) and therapies used to treat HIV), including ordering, purchasing, and delivery/pick-up for all pharmaceuticals unless otherwise directed by the Department, up to an annual cost of $2,000,000.

a. PS-001
A Licensed Nurse shall transcribe all single-dose medication orders from Form DC4-714B, *Physician's Order Sheet* or Form DC4-714C, *DEA Controlled Substances Physician's Order Sheet,* to Form DC4-701A, *Medication and Treatment Record*.

b. PS-002
All single-dose medication transcriptions to the Medication Administration Record (MAR) shall include the specific time(s) a medication is to be administered, if the Clinician has indicated specific administration times, or they will default to the times established by the institution for administering morning and afternoon medications. This time will be documented using military time. Example: Bactrim DS one [1]

tablet p.o. b.i.d. MAR times: 0600 and 1800. STAT, "now", and all antibiotic medication orders shall be administered on the day the order is received.

c. PS-003

A Licensed Nurse shall administer medications within 30 to 60 minutes of the medication ordered administration time. Medication administered more than 60 minutes past the ordered administration time shall be noted by the Licensed Nurse on the front page of the Medication Administration Record and include an explanation for the lateness on the back page of the MAR.

d. PS-004

Immediately following medication administration, a Licensed Nurse shall ensure the inmate has swallowed oral medication by checking their oral cavity.

e. PS-005

All stock legend medications, administered by a Licensed Nurse, shall be ordered by a Clinician, written on Form DC4-714B, *Physician's Order Sheet*, or Form DC4-714C, *DEA Controlled Substances Physician's Order Sheet*, and documented on Form DC4-712D, *Legend Drug Account Record* when administered.

f. PS-006

A Licensed Nurse shall document when medication is administered on Form DC4-701A, *Medication and Treatment Record*.

g. PS-007

Medications may be pre-poured and administered by the same Licensed Nurse.

h. PS-008

Medications may not be pre-poured for other shifts, days, or personnel.

i. PS-009

Medications shall be documented on Form DC4-701A, *Medication and Treatment Record*, at the time they are poured.

j. PS-010

Each dose of medication not administered shall be circled following medication pass and include an explanation written on the back of Form DC4-701A, *Medication and Treatment Record.*

k. PS-011

<u>Keep On Person (KOP) Medication Pick-Up Requirement</u>

The Licensed Nurse or a trained CNA shall:

1) Prepare a written or typed call-out list (list of inmate names) daily from the information on the pharmacy delivery sheets by the nurse in the medication room.
2) Ensure the call-out is distributed to FDC security with enough copies for each dorm that the inmates on the list are assigned.
3) Ensure the inmate signs the sticker(s) that are attached to the refill slip(s) for their medications.
4) Ensure the signed stickers are placed on the actual delivery sheet where the medication is listed by responsible nursing staff.
5) Ensure, if the inmate does not show up for the KOP medication, the no-show procedure is followed, as outlined in PS-017.

The delivery sheets with the signed stickers shall be filed and saved by nursing staff assigned to medication room.

l. PS-012

Inpatient Mental Health Unit KOP Medication Administration

KOP Medication shall be stored in the inpatient mental health unit for those inmates in an inpatient setting. If a patient has their own supply of KOP in the original package, a Licensed Nurse shall administer the patient their medication while in the inpatient mental health unit, unless the Clinician orders DOT.

A Licensed Nurse shall return any unused KOP, only if there is a valid order, to the patient upon their discharge from the inpatient mental health unit.

m. PS-013

IV Therapy

IV therapy shall be initiated, maintained and discontinued under the authority of a licensed Clinician. IV therapy shall be provided by an RN, or an LPN under the direction of an RN.

An LPN may provide IV therapy, if they are licensed in the State of Florida per the guidelines in Chapter 64B9-12, F.A.C., *Administration of Intravenous Therapy by LPNs*, have completed an approved IV training course, and demonstrate competency.

n. PS-014

Infirmary Medication Administration

KOP Medication shall be stored in the infirmary for infirmary patients. If a patient has their own supply of KOP medication in the original package, a Licensed Nurse shall observe the patient self-administer their medication while in the infirmary unless a Physician orders DOT. The Licensed Nurse shall then return any unused KOP, only if there is a valid order, to the patient upon their discharge from the infirmary.

o. PS-015

Special Housing Medication Administration

Medications for inmates in special housing shall be reviewed by health care staff during the Pre-Special Housing Health Evaluation to verify a current (valid) order on Form DC4-714B, *Physician's Order Sheet*, for the medication.

- Single-dose medications shall be delivered and administered by the Licensed Nurse to Special Housing. Single-dose medications will be taken to the special housing unit(s) and administered by licensed nursing staff. A "no-show" shall not occur in special housing.
- KOP medications will be returned to the inmate for self-administration unless determined otherwise by health care staff. Inmates in special housing will be allowed to have KOP medication in their cells and self-administer as prescribed. Special circumstances will be addressed individually.

p. PS-016

Medication Refusal

If an inmate refuses prescribed medication, the prescribing Clinician shall:

1) Write an Order to either continue or discontinue the prescribed medication using the appropriate Department form;

2) Make an entry in the DC4-701, *Chronological Record of Healthcare*, reflecting the decision to continue or discontinue the medication(s), and the rationale for the decision;
3) Request nursing staff educate the inmate on the necessity of continuing the medication at the time of refusal, and document the request on the DC4-701A; and
4) Complete a DC4-711A, Refusal of Health Care Services. The medication will not be offered by nursing personnel based on the completion of the DC4-711A. The completed Form DC4-711A, along with the chart, will be forwarded to the Clinician for their review and further clinical disposition. The Clinician's review shall be documented on Form DC4-701 in chronological order.

A Licensed Nurse shall immediately notify a Clinician of a medication refusal that may put the inmate's health at risk.

If an inmate indicates they no longer want to take the medication and will refuse all future doses:
1) The Contractor shall complete Form DC4-711A, including the appropriate medication counseling;
2) The inmate will no longer be required to report to the medication window (except for inmates being treated for Latent Tuberculosis Infection); and
3) A Clinician referral will be made requiring the same documentation as stated above.

Documentation of medication refusals will be made in the comments section on the back of Form DC4-701A, Medication and Treatment Record. After three (3) consecutive medication refusals or five (5) medication refusals in a month, a Licensed Nurse shall have the patient sign Form DC4-711A.

q. PS-017

Medication No-shows

If inmates are on the call out log and fail to report to the medication window:
1) At the end of the scheduled single-dose medication administration, a list of inmates who have failed to appear shall be documented on Form DC4-701L, *No Show Call Out Log*, by the medication nurse(s) and delivered to the FDC Correctional Officer assigned to Medical or the FDC Shift Supervisor.
2) An inmate's no-show and action taken (including the name of the FDC Correctional Officer notified of the no-show) will be documented on Form DC4-701A, by nursing staff.
3) The FDC Shift Supervisor will ensure the inmates listed on Form DC4-701L are located and ordered to report immediately to the clinic.
4) No-shows at the medication window will be considered a tacit refusal of single-dose medication, except for HIV medication, insulin, and isonicotinic acid hydrazide (INH) used to treat TB infections. Form DC4-701A will reflect a refused dose of medicine, and the Contractor shall include a comment reflecting the no-show in the comments section.
5) A Licensed Nurse shall provide counseling/education related to the problem(s) that can result from non-adherence with their prescribed medication and documented on Form DC4-701A.

r. PS-018

Forced Medication Administration/Emergency Treatment Order

Forced medication administration requires a Clinician's written order (Psychiatrist or prescribing Clinician) and shall not exceed a 48-hour period, excluding weekends and State holidays. A Clinician's order shall also include placement in a certified isolation management room and on SHOS. Staff will ensure that use-of-force incidents required to administer medication are documented in accordance with Rule 33-602.210, F.A.C.

s. PS-019

Medication Administration Safety

The Licensed Nurse who administers medication shall prevent medication errors by applying the following six (6) "rights."

1) **Right patient**
   a) Check the name on the order and the inmate
   b) Use two identifiers (inmate ID and ask inmate name)
2) **Right medication**
   a) Check the medication label
   b) Check the order
3) **Right Dose**
   a) Check the order
   b) Confirm appropriateness of the dose using a current drug reference
   c) If necessary, calculate the dose and have another nurse also calculate the dose
4) **Right route**
   a) Again, check the order and appropriateness of the route ordered
   b) Confirm that the inmate can take or receive the medication by the ordered route
5) **Right time**
   a) Check the frequency of the ordered medication
   b) Double-check that you are giving the ordered dose at the correct time
   c) Confirm when the last dose was given
6) **Right documentation-** as noted above

t. PS-020

Medication Errors

If the Contractor's clinical staff discovers a medication error, they shall immediately:

- Evaluate the inmate, provide monitoring, and implement treatment as ordered by the Clinician, documenting actions on Form DC4-701, *Chronological Record of Healthcare* or DC4-724, *Dental Treatment Record*, as applicable;
- Report the error to the Clinician and pharmacy, if it is a pharmacy error;
- Report the error to their supervisor; finally
- Complete Form DC4-690A, *Occurrence Report*.

u. PS-021

Transferring Inmate Medication

A Licensed Nurse shall administer morning medications to transferring inmates on DOT before their departure. A Licensed Nurse shall pull the original Medication Administration Treatment Record and the inmate's prescription(s), place them in a plastic bag, and attach the bag to the medical record before the inmate's departure.

The Nurse shall transfer:

1) A seven (7)-day medication supply for scheduled transfers to another institution, U.S. Immigration and Customs Enforcement, Court, or a County Jail;

a) If a seven (7)-day supply of medication(s) is not available, the sending institution will forward the amount of medication the inmate has on hand.
2) A 30-day medication supply for scheduled transfers to an FDC satellite facility.
3) All KOP medications will be sent and will remain with the inmate in the quantity they have on-hand.

A Licensed Nurse shall notify the pharmacy if there are insufficient quantities on hand to transfer the appropriate amount. A Licensed Nurse shall send new or refill prescriptions for inmates who have transferred to their new location within 24 hours of receiving medication and notify the receiving facility that the inmate's medications have been forwarded.

v. PS-022

Emergency Medication and Jump Bag

A Licensed Nurse on the night shift shall check the Jump Bag contents and Emergency Medications listed on Form DC4-681 and document the inventory check on Form DC4-680, *Jump Bag and Emergency Equipment Inventory*.

A Licensed Nurse shall replace medication if expired or used and document on Form DC4-681, *Emergency Medications*.

w. PS-023

Narcotic Key Exchange

A Licensed Nurse shall complete and sign Form DC4-802, *Narcotic Key Exchange Log*, at the beginning of the shift and at the transfer to the designated Licensed Nurse on the next shift.

x. PS-024

Controlled Substances

Controlled substances are kept in a securely locked drawer in the medication cart. At RMCH, the cart is kept in the Nurse's Station until time for medication to be administered. The medication storage compartment is to remain locked, at all times, except when pulling a patient's medication or receiving controlled substances from the pharmacy stock.

The off-going shift's medication nurse and the oncoming shift's medication nurse will complete a count of each controlled substance in the cart each shift. All controlled substances – **every single dose** – shall be signed out on Form DC4-781E, *Narcotic Accounting Log*, when removed from the cart.

y. PS-025

All pharmacy services shall be in accordance with all applicable federal and state laws, rules, and regulations, Department of Corrections' rules and procedures, and HSBs/Technical Instructions applicable to the delivery of pharmacy services in a correctional setting.

z. PS-026

The Contractor shall update all internal policy and procedure manuals expeditiously as changes occur. Copies of changed procedures or other updates shall be provided to all facilities and the Contractor's Designated Contract Representative, within seven (7) business days of any change, along with a cover sheet indicating the manual's

current date. Each January, the Contractor shall document its staff's review of the policy and procedure manual at each Department facility.

aa. PS-027

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

bb. PS-028

The Contractor shall maintain appropriate documentation, including but not limited to, inventory records and controlled drug perpetual inventory. All documentation shall be made available for review by the Department's Chief of Pharmaceutical Services, or designee.

cc. PS-029

The Contractor shall provide the Contract Manager and the FDC Chief of Pharmaceutical Services, the Consultant Pharmacist of Record for each permit with applicable phone numbers. The Consultant Pharmacist of Record and phone number will be posted at each institution in the medication room and the infirmary, and will be provided to the Institutional Nursing Director, CHO, and HSA. Any changes in the Consultant Pharmacist of Record shall be sent to the FDC Chief of Pharmaceutical Services and the Department facilities within 24 hours of the change.

dd. PS-030

The Contractor shall comply with the Department's formulary in all cases unless a Drug Exception Request (DER) is approved by the Contractor's designee.

ee. PS-031

If the Contractor has a need to prescribe non-formulary pharmaceuticals, then a DER shall be approved by the Contractor's Medical Director and submitted to the Department's Pharmacy. The Pharmacy will then dispense the prescription.

ff. PS-032

The Contractor shall notify the Department's pharmacies, in writing, of all its Dentists that are authorized to prescribe medications.

gg. PS-033

The Contractor is responsible for all local pharmacy prescriptions prescribed by their Clinicians (including emergency prescriptions), including purchasing, delivery/pickup, and the cost unless directed otherwise by the Department. The Contractor shall ensure that emergency prescriptions are dispensed and delivered immediately.

hh. PS-034

The Contractor is responsible for prescribing all medical prescriptions in accordance with recommended dosage schedules, to document such provision, and to ensure that all dispensed medications are properly stored and all related duties are performed by properly licensed personnel. All medications are to be dispensed for the appropriate diagnosis and in therapeutic dosage ranges, as determined in the most current editions of *Drug Facts and Comparisons, Physicians' Desk Reference*, the package insert, or pursuant to an approved DER (Form DC4-648).

ii. PS-035

The Contractor is responsible for ordering and maintaining dorm and stock medications stocked in the facility. The Contractor shall manage and ensure stock medications are in compliance with all applicable state and federal regulations regarding prescribing, dispensing, distributing, and administering pharmaceuticals. The Contractor shall verify all stock invoices and fax back to the assigned Department Pharmacy upon receipt. The Contractor is responsible for distributing Dorm Medications.

jj. PS-036

The Contractor is responsible for maintaining an adequate supply of stock medications at each institution's drug room from the list of stock medications approved by the Statewide Pharmacy and Therapeutics Committee. Each legend medication shall have an accurate perpetual inventory.

kk. PS-037

The Contractor is responsible for faxing new prescriptions, submitting all prescription refill requests via the pharmacy software or faxing, and faxing stock orders to the assigned Department Pharmacy. Prescriptions should be faxed throughout the day.

ll. PS-038

The Contractor is responsible for verifying prescription deliveries from the Department's pharmacies and DOH Pharmacy. The Contractor will verify the receipt of FDC Pharmacy prescriptions through the receiving program in the FDC Pharmacy software system. The Contractor is responsible for distributing all KOP prescriptions.

mm. PS-039

The Contractor shall be responsible for returning expired and damaged stock medications to the Department's contracted Reverse Distributor or the Medical Hazardous Pharmaceutical Waste Contractor per HSB 15.14.04, App C.

nn. PS-040

It is the Contactor's responsibility to discard all patient-specific prescriptions that need to be discarded and cannot be returned to the pharmacy per HSB 15.14.01

oo. PS-041

The Contractor shall provide a licensed Consultant Pharmacist to conduct monthly inspections of all institution areas where medications are maintained. Inspections shall include but are not limited to, expiration dates, storage, and a periodic review of medication records. Forms DC4-771A, *Consultant Pharmacist's Monthly Inspection Report*, and DC4-771C, *MAR Review*, shall be completed. The original shall remain in the pharmacy and a copy shall be sent to the Department's Chief of Pharmaceutical Services in an electronic format by the 10th calendar day of the following month. Deficiencies in previous Consultant Pharmacist Monthly Inspection, (noted on Forms DC4-771A and DC4-771C), shall be corrected before the next Consultant Pharmacist review.

pp. PS-042

The Contractor shall provide a certified Consultant Pharmacist to serve as chairperson of the Correctional Institution Pharmacy and Therapeutics Committee/Pharmacy Services Committee and consult on-site and by telephone with medical staff, as requested. This workgroup shall meet as required by Florida Statute.

qq. PS-043

The Contractor shall provide a certified Consultant Pharmacist to serve as chairperson of the Correctional Institutional Continuous Quality Improvement Program Workgroup, which shall meet at least quarterly.

rr. PS-044

The Contractor shall perform in-service training for staff on pharmacy-related material according to a schedule mutually agreed upon and approved by the FDC Chief of Pharmaceutical Services, but presented no less than once a year. Such training shall be conducted by a licensed Consultant pharmacist and shall include proper MAR documentation, medication administration to include when medications are to be issued, medication incompatibilities and interactions, and documentation on using stock medications.

ss. PS-045

All DERs for non-formulary medications, drug dose variances, four (4) or more psychotropic, non-approved use of approved medications, and more than one (1) medication in a mental health treatment category, etc., shall be approved by the Contractor's Designee.

tt. PS-046

A licensed Florida Consultant Pharmacist will be responsible for Institutional pharmacy permits and the services rendered by them.

uu. PS-047

The Contractor shall provide the following permits, in the Contractor's name, at each institution and facility with stock legend medications:

- Florida Department of Health, Board of Pharmacy Institutional Class II Permit or Modified II-B Institutional Permit; and
- A United States Department of Justice Drug Enforcement Administration registration for each Institutional Class II and/or Modified II-B Institutional Permit (where DEA controlled stock will be stored).

vv. PS-048

The Contractor is responsible for the cost of non-formulary medication prescriptions dispensed by the Department's pharmacies (excluding DAAs and therapies used to treat HIV) up to $2,000,000 per fiscal year. The Department may elect to pay for medication ordered through the Department's pharmaceutical wholesaler directly; however, expenditures for non-formulary medications will be considered part of the Compensation Cap, whether paid for by the Contractor or directly by the Department, up to $2,000,000 annually. Non-formulary prescriptions purchased over the $2,000,000 annual cap will be the responsibility of the Department. The formulary will not change unless the change is mutually agreed upon in writing by the Department and the Contractor.

ww. PS-049

All pharmacy permitted institutions must have Post Exposure Prophylaxis medications available on-site.

I. Medical Disaster Plan

The Contractor will participate in 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. The plan shall be in accordance with HSB 15.03.06, *Medical Emergency Plans*, and Procedure 602.009, *Emergency Preparedness*, and updated annually. The health care disaster plan must include the following:

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

J. Physician Provider Base

The Contractor must have an established comprehensive provider network, with a sufficient number of providers representing various specialties to assist the Contractor in meeting industry standards in all Regions.

K. Electronic Medical Record (EMR) System

At the time of this Contract's drafting, the Department has not fully implemented the EMR system statewide. The anticipated implementation completion date is December 31, 2021. All medical/health record requirements in this Contract shall be enforced; either in a paper format (if not available electronically) or for the equivalent form or screen within the EMR system. Once a form, process, or function has transitioned to the EMR system, all future records will be kept electronically, unless otherwise directed by the Department in writing.

1. Paper Health Record Process

Before implementing the EMR system, all inmates were required to have a paper-based health record that is always up to date and complies with a problem-oriented health record format, the Department's policy and procedure, and ACA standards. The record must accompany the inmate at all health encounters and will be forwarded to the appropriate institution in the event the inmate is transferred. All procedures (including HIPAA and the HITECH Act) concerning confidentiality must be followed.

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

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

- The completed initial intake form;
- Health appraisal data forms;

- All findings, diagnoses, treatments, dispositions;
- Problem list;
- Immunization record;
- Communicable disease record;
- Prescribed medications;
- Medication administration record;
- Lab and X-ray reports;
- Notes concerning patient's education, as required in Requirement IC-001of this Contract;
- 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; and
- Health service reports, e.g. dental, psychiatric, and other consultations.

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

2. Health Care Records

All health care records are the property of the Department and shall remain with the Department upon expiration or termination of the Contract. The Contractor will supply, upon request, the Office of Health Services any and all records relating to the care of the inmates who are in the Contractor's possession. A record of all services provided off-grounds must be incorporated into each inmate health care record. The Contractor shall implement the transfer of prior paper health care records into each electronic inmate health care record as mutually agreed upon in the transition plan under Contract C2930.

All nonproprietary records kept by the Contractor pertaining to the Contract or to services provided under the Contract, shall be made available to the Department in a format that a party can easily view without access to the EMR (such as Adobe PDF) for lawsuits, external monitoring and accreditation reviews, and other statutory responsibilities of the Department and/or other State agencies, and shall be provided timely, at no cost to the Department.

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 per HSB 15.12.03, *Health Records.* The Contractor shall also ensure the transfer of inmate comprehensive health records and medications required for continuity of care per Procedure 401.017, *Health Records and Medication Transfer*. Health records not available electronically shall be transported per HSB 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 (whether electronic or paper-based) all health care contacts in the proper format following standard health practices, ACA standards, and any relevant Department Policies and Procedures.

The Contractor shall be responsible for the orderly maintenance, timely filing, and timely entry of all health information, as required. The Contractor shall ensure that all entries into the EMR are maintained throughout the term of the Contract and become the Department's property upon the end of the Contract.

3. System Requirements

a. EMR-001
The Contractor will configure or customize the EMR system as necessary, including workflow processes, to meet FDC business requirements, state and federal law, state board requirements (e.g., State Pharmacy Board, Medical Board), state and federal security requirements, and any other requirements from applicable authoritative bodies. The Department does commit to reviewing its current processes and forms for possible efficiencies.

b. EMR-002
Identify and maintain a single patient record for each inmate.

c. EMR-003
Capture and maintain demographic information. Where appropriate, the data should be clinically relevant, reportable, and trackable over time.

d. EMR-004
Create and maintain patient-specific problem lists.

e. EMR-005
Create and maintain patient-specific medication lists.

f. EMR-006
Capture, review, and manage medical procedural/surgical, social, and family history, including capturing pertinent positive and negative histories, patient-reported or externally available patient clinical history.

g. EMR-007
Create, addend, correct, authenticate and close, as needed, transcribed or directly entered clinical documentation and notes.

h. EMR-008
Incorporate clinical documentation from external sources via scanned documents in Microsoft Word or Adobe PDF.

i. EMR-009
Present organizational guidelines for patient care, as appropriate, to support order entry and clinical documentation.

j. EMR-010
Provide administrative tools for the Department to build care plans, guidelines, and protocols for use during patient care planning and care.

k. EMR-011

Generate and record patient-specific instructions related to pre- and post-procedural and post-discharge requirements.

l. EMR-012
Capture and track orders based on input from specific care providers.

m. EMR-013
Submit diagnostic test orders based on input from specific care providers.

n. EMR-014
Provide order sets based on provider input or system prompt.

o. EMR-015
Route, manage, and present current and historical test results to appropriate clinical personnel for review, with the ability to filter and compare results.

p. EMR-016
Create, maintain, and verify patient treatment decisions in the form of consents and authorizations when required.

q. EMR-017
Offer prompts to remind users when appointments or medications are reaching past due status to support the adherence to care plans, guidelines, and protocols at the point of information capture.

r. EMR-018
Support the use of appropriate standard care plans, guidelines, or protocols to manage specific conditions.

s. EMR-019
Identify drug interaction warnings at the point of medication ordering.

t. EMR-020
Identify and present appropriate dose recommendations based on patient-specific conditions and characteristics at the time of medication ordering.

u. EMR-021
Alert providers in real-time to ensure specimen collection is supported.

v. EMR-022
At the point of clinical decision making, identify patient-specific suggestions/reminders, screening tests/exams, and other preventive services in support of routine preventive and wellness patient care standards.

w. EMR-023
Between health care encounters, notify designated staff of preventive services, tests, or behavioral actions that are due or overdue.

x. EMR-024
In the event of a health risk alert and subsequent notification related to a specific patient, monitor if expected actions have been taken, and execute follow-up notification if they have not.

y. EMR-025
Allow for the assignment, delegation, or transmission of tasks to the appropriate parties.

z. EMR-026
Allow for the linkage of tasks to patients or a relevant part of the electronic medical record.

aa. EMR-027
Track tasks to guarantee that each task is carried out and completed appropriately through dashboards or available reports.

bb. EMR-028
Track and report on timeliness of task completion.

cc. EMR-029
Support secure electronic communication (inbound and outbound) between providers to trigger or respond to pertinent actions in the care process (including referral), document non-electronic communication (such as phone calls, correspondence, or other encounters), and generate paper message artifacts where appropriate.

dd. EMR-030
Provide features to enable secure bidirectional communication of information electronically between practitioners and pharmacies or between the practitioner and the intended recipient of pharmacy orders. The EMR shall interface with the CIPS Pharmacy system.

ee. EMR-031
Authenticate EMR users and entities before allowing access to an EMR.

ff. EMR-032
Manage the sets of access-control permissions granted to entities that use an EMR (EMR Users). Enable EMR security administrators to grant authorizations to users, based on roles, and within contexts. A combination of the authorization levels may be applied to control access to EMR functions or data within an EMR, including at the application or the operating system level.

The Contractor shall work with the Department to develop user/group roles and profiles to allow appropriate Department and Contractor access.

gg. EMR-033
Secure all modes of EMR data exchange.

hh. EMR-034
Enforce the Department's patient privacy rules, as they apply, to various parts of an EMR through the implementation of security mechanisms.

ii. EMR-035
Retain, ensure availability, and destroy health record information according to organizational standards. This includes retaining all EMR data and clinical documents for the time period designated by the Department's requirements; retaining inbound documents as originally received (unaltered); ensuring availability of information for

the legally prescribed period, and providing the ability to permanently delete EMR data/records in a systematic way according to policy and after the legally prescribed retention period has expired.

jj. EMR-036
Support workflow management functions, including both the management and set up of work queues, personnel, system interfaces, and the implementation functions that use workflow-related business rules to direct the flow of work assignments.

kk. EMR-037
The system must manage data extraction in accordance with analysis and reporting requirements. The extracted data may require the use of more than one application, and it may be pre-processed (for example, by being de-identified) before transmission. Data extractions may be used to exchange data and provide reports for primary and ancillary purposes. Patient data must be provided in a manner that meets HIPAA and HITECH requirements for de-identification.

ll. EMR-038
Support interactions with other systems, applications, and modules to provide the necessary data to a scheduling system for optimal efficiency in the scheduling of patient care, for either the patient or a resource/device.

The Contractor will define, develop and test interfaces necessary to exchange data between the EMR and Department systems, including OBIS, Mental Health Inpatient Transfer (MHIT), Health Services Reporting (functionality may be replaced by the EMR system), Lab Support system, lab providers, x-ray providers (including digital dental radiographs), pharmacy providers, any external healthcare providers, external scheduling programs and for any medical devices. In addition, the Contractor will develop processes for monitoring and maintaining these interfaces. The system shall include an interface coordinated with KALOS, Inc. for access to CIPS9.

The Contractor will be responsible for proactively monitoring all batch processes, interface connectivity, and file transfer statuses. Issues that arise shall be communicated to FDC according to the Support and Communication Plan.

mm. EMR-039
The EMR system must be able to interface with the standardized utilization criteria software used by the Contractor, such as Milliman or Interqual.

nn. EMR-040
The EMR system shall have a reporting module that allows for the development of custom reports for all service areas, including the generation of standard and ad hoc reports that can be run against the majority, if not all, data fields. The EMR system must have the ability to build queries off any discrete data in the EMR database.

Reports must include the capability for productivity analysis (e.g., average visit time for all encounters by facility, by provider, etc.), provide a monthly workload report with the required Department data elements, and produce all medical reports that are currently produced from OBIS.

oo. EMR-041

Allow users to define the records and reports that are considered the formal health record for disclosure purposes and provide a mechanism for both chronological and specified record element output.

pp. EMR-042
Present specialized views based on the encounter-specific values, clinical protocols, and business rules.

qq. EMR-043
Make available all pertinent patient information needed to support coding of diagnoses, procedures, and outcomes.

rr. EMR-044
Identify relationships among providers treating a single patient and provide the ability to manage patient lists assigned to a particular provider.

ss. EMR-045
Provide user accounts for all Contractor staff, as appropriate. User accounts will also be provided for up to 50 Department staff, designated by the Department, at no cost. User access management will be the responsibility of the Contractor.

tt. EMR-046
Ensure that data is protected per industry standards and ensure that data is easily recoverable in the event of a technical issue. The Contractor is responsible for the security, storage, and backup solutions for the EMR system. To ensure service continuity and enhance network performance, the Department will pay for these services, and the Contractor shall reimburse the Department for the cost.

uu. EMR-047
The system shall be accessible from desktop workstations, laptops, and tablet devices (including Android and Apple operating systems).

vv. EMR-048
The FDC has a list of applications containing data that are part of the patient record that includes, but may not be limited to:

- FDC Offender Based Information System (OBIS)
- Mental Health Inpatient Transfer (MHIT)
- Health Services Reporting
- Laboratory Data
- Monthly Workload Report

ww. EMR-049
The FDC will continue to receive paper-based reports (i.e. local ER, personal physician notes from an outside system, etc.). The system must allow for incorporation of all paper documents.

xx. EMR-050
The system must retain, archive, ensure availability, and destroy health record information according to the data retention policies for the State of Florida provided within the General Records Schedule FS1-SL or FDC policies. This includes:

Retaining all Electronic Medical Record data and clinical documents for the time period designated by policy or legal requirement; retaining inbound documents as originally received (unaltered); Ensuring availability of information for the legally prescribed period; and providing the ability to destroy Electronic Medical Record data/records in a systematic way according to policy and after the legally prescribed retention period.

yy. EMR-051

The system must provide audit trail capabilities for resource access and usage indicating the author, the modification (where pertinent), and the date and time at which a record was created, modified, viewed, extracted, or removed. Audit trails extend to information exchange and to audit consent status management and to entity authentication attempts. Audit functionality includes the ability to generate audit reports and to interactively view change history for individual health records or for the EMR system. The system must provide ability for an administrator to audit employee access to system/records.

zz. EMR-052

The Contractor shall proactively work with their staff, institutional administration, the Office of Health Services and the Office of Information Technology staff to ensure that computer equipment and peripheral accessories necessary to support the EMR are appropriately placed, installed, configured, and maintained. The Contractor will provide a timely response and support for the EMR initiative during, prior to, and after EMR implementation at assigned facilities.

aaa. EMR-053

The Contractor may not connect to the Department's internal computer network without prior written consent from the Department. As a condition of connecting to the State's computer network, the Contractor must secure its own connected systems in a manner consistent with Department's current security policies, provided to the Contractor upon request. The Department may audit the Contractor's security measures in effect on any such connected systems without notice. The Department may also terminate the Contractor's network connections immediately should the Department determine that the Contractor's security measures are not consistent with the Department's polices or are otherwise inadequate given the nature of the connection or the data or systems to which the Contractor may have access.

bbb. EMR-054

The Contractor shall adhere to and maintain compliance with all applicable requirements in Chapter 60GG-1, F.A.C, Project Management and Oversight Standards.

4. System Implementation

The Department, in consultation with the Contractor, has selected the GE Fusion EMR system. The Contractor has provided a fully functional EMR system to the Department for testing. By December 31, 2021, all Department institutions should be live in the production EMR system, and the system will be fully implemented. If factors outside of the Contractor's control delay the ability to fully implement the EMR system within the provided timeframe, and the system has not been fully implemented by the Effective date of this Contract, the below provisions shall apply.

The Contractor shall fully support the EMR implementation, including requirements gathering and documentation, project management, workflow analysis, application development, initial configuration and set-up, and the establishment and migration of current, active inmate records. The Contractor shall provide an Implementation Plan, including an implementation schedule, for review and acceptance by the Department

The Contractor shall provide a full-time Project Manager for the EMR implementation, located on-site at the FDC Central Office in Tallahassee, FL, with travel as necessary. This position will start as requirements gathering begins and end upon final, statewide implementation of the system. The Project Manager will lead all aspects of the implementation, including planning and facilitating project meetings, maintaining the Implementation Plan and project schedule, ensuring all deliverables are provided to the Department timely, documenting any issues and risks and mitigation strategies, serve as a liaison with the software vendor, ensuring training and communications are appropriated planned and executed, etc. The Contractor shall also provide an EMR Business Analyst with healthcare subject matter expertise, preferably in the software that is selected for implementation, to work on-site at FDC Central Office with some travel expected to various institutions to assist in the requirements gathering, development of workflows, and development of documentation and training that meet the agency's business process needs.

The Contractor shall develop a Training Plan and provide training that ensures that all facility staff, including medical, dental, mental health, substance abuse, and administrative staff, are adequately trained to utilize the EMR system to input data and pull reports. The Training Plan shall also address on-going training for staff on-boarded after the initial implementation, including other Contractor and Department staff. User training will be provided as part of the implementation process and annually thereafter, using a train-the-trainer approach for each health services discipline. Manuals, user guides, and a web-based training will be made available to all system users.

The Contractor shall develop a Communications Plan, identifying their key stakeholders (Department staff, Centurion facility staff, external providers, etc.) and providing proactive communication to each group, as appropriate, throughout the implementation process.

The Contractor shall develop unit test plans and user acceptance test plans and execute both to ensure proper system operation, business process functionality, and operation of interfaces. These testing plans shall include relevant testing scenarios, success criteria, and a plan for addressing identified issues.

5. EMR System Maintenance and Support

The Contractor shall provide ongoing system maintenance throughout the life of the Contract, including any necessary patching, hardware/software updates (and certification, if needed), customer service assistance, and support. This includes the EMR system and any equipment or hardware used to access the system, such as desktops, laptops, and tablets.

The Contractor shall provide and maintain a Support Plan. This plan must include, but not be limited to, System Overview, Support Procedures for System Issues & Maintenance, Communication Matrix & Escalation Procedures, Support Roles Matrix, Equipment Repair and Warranties (if any), Data Administration, Interface Administration, Configuration and Change Management, Business Continuity, Disaster Recovery Procedures, and any appendix documentation. The Contractor and FDC will agree to the Support Plan within 15 days of the Contract's Effective Date.

The Contractor shall ensure support is available for the EMR system from at least 7:00 a.m. to 6:00 p.m. Eastern Time and must ensure that there is adequate staffing for the volume of calls. Support must be available Monday through Friday, excluding State holidays, upon the first implementation (including a pilot group) through the end of this Contract. The Contractor shall also maintain a software support contract with the EMR software vendor for, at minimum, the same hours indicated above.

The Contractor shall classify and respond to Support tickets by the underlying problem's impact on the Department's ability to do business (e.g., critical, urgent or routine). The Contractor shall implement all software updates and service packs and new releases and new versions, as requested by the Department, at no additional charge.

L. Information Technology Requirements

1. Corporate Access to the Department's Network

Any access to the Department's network from an outside non-law enforcement entity must be done via a Virtual Private Network (VPN) or a Virtual Local Area Network (VLAN). The Department will require a copy of the Contractor's security policies and a network diagram. After review by the Department's network staff, the information security staff, the Chief Information Officer will decide on granting access. Access methods may include a VLAN inside the Department's network or a site-to-site VPN, as determined by the Department. The Department may incur costs associated with the access methods to the Contractor, in which case the Department may pass that cost on to the Contractor. Department may establish network connectivity fees which, if assessed, will be reimbursed to the Department's Office of Information Technology to cover network costs associated with hardware, data circuits, support, licensing, and maintenance fees. Costs will not be shared, or fees assessed for Contractor network connectivity needs that directly result from implementing an electronic medical record (EMR) system.

2. VPN Connections

Authorized VPN connections must adhere to the FBI CJIS Security Policy (see Attachment D, CJIS Security Addendum) and HIPAA protections standards where applicable and must otherwise support industry best practice. The Contractor requesting or using these connections is financially responsible for all required or related equipment and must adhere to all VPN service provider policies and procedures and department procedures. The VPN service provider will coordinate with the outside entity in determining whether to use outside entity equipment to terminate that end of the VPN connection or provide the necessary equipment.

When VPN access is requested, the requestor must also present an accurate and complete description of the requestor's information network, including all permanent and temporary remote connections made from and to the requestor's network (required for CJIS

compliance), for Department review. Any access or connection to the Department's network not approved by the FDC Office of Information Technology (OIT), Chief Information Officer, or designee is strictly prohibited.

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

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

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

3. Contractor's Obligations

It is the responsibility of the Contractor and their staff to maintain knowledge of and compliance with relevant and applicable Department procedures.

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

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

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

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

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

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

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

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

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

The Contractor will not introduce any workload on the Department's network, including video conference, telemedicine, Software-as-a-Service (SaaS) systems, video streaming, and training curriculum without the Department's prior written approval. Contractor staff with network access privileges to the Department's network shall not use non-Department email accounts (i.e., Hotmail, Yahoo, AOL), or other external information resources to conduct Department business, except under the conditions as specifically approved by the Department ensuring a reduced risk to Department data and that Department business is never confused with personal business.

When the Contractor uses VPN connections 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 and crashes or complete or partial data loss on any outside entity computing or network equipment.

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

4. Contractor's Computer and Network Environment

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

All computer workstations and network-connected medical devices for use at any local correctional facility 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 PCs, thin clients, printers, fax machines, scanners,

video conferencing (if approved). The Contractor may not install managed or unmanaged switches onto the Department's network without approval from the Department.

The Contractor's staff shall not use mobile devices, whether work-issued or personal, behind a correctional institution's secure perimeter or to access Department systems without the Department's written approval. The request must include a business justification submitted in writing along with a clear demonstration that the mobile devices fall within the Criminal Justice Information Systems (CJIS) Security Policy and can be centrally managed by a mobile device management (MDM) solution.

5. Transmitting Health Information via Email

   To accomplish its operational mission, the Department must communicate with parties outside of its internal email and information systems. These communications may include electronic protected health information (ePHI) or other confidential information governed by the Health Insurance Portability and Accountability Act (HIPAA), the Health Information Technology for Economic and Clinical Health (HITECH) Act, or Chapter 60GG-2, F.A.C. These and other regulations require that electronic transmission of ePHI or confidential information be encrypted.

   The current practice requires passing health or other confidential information through phone calls, faxing, encrypted electronic mail, and traditional paper mail. If the Contractor requires an email to transport ePHI or other confidential health information, it must establish and host an email encryption solution. The solution must be approved by the Department's Office of Information Technology (OIT) and meet or exceed all federal and state regulations, including those mentioned above, before implementation.

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

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 systems via a secure transport method (SFTP, Secure Web Services, etc.); furthermore, the data format should either be XML-based or delimiter-separated values. It is the Contractor's responsibility to provide all necessary documentation to assist in the integration of data which includes but is not limited to crosswalk tables for code values, schemas, and encodings.

   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 FDC OIT or the Department's Contract Manager.

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

3) The Contractor shall provide certification of its destruction of all Departmental data in its possession in accordance with NIST Special Publication 800-88 when the need for the Contractor's custody of the data no longer exists.

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

5) The introduction of wireless devices at facilities is subject to prior review and approval by the Department's Contract Manager, the FDC-OIT, and the Office of Institutions. 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. In concert with the Department, the Contractor 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.

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

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

   a. The Contractor shall generate audit records for defined events. Defined events include significant events which need to be audited 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 and maintain for the required periods, at the system level, audit records containing sufficient information to establish what events occurred, the sources of the events, and the outcomes of the events. The Department shall periodically review and update the list of auditable events.

9. Events

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

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.

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

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 and description 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 timestamps 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 two (2) years unless a longer period is requested in writing by the Department.

15. Compliance Requirements

    a. The Contractor must comply with all applicable State and Federal security requirements, including HIPAA, the FBI CJIS Security Policy, and Chapter 60GG-2, F.A.C, *Florida Information Technology Resource Security Policies and Standards*, and all applicable Department information security policies.

    b. 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 or transmits ePHI must do so in full HIPAA compliance and with encryption provided as a part of the service, software, or process. Also, the transmission and encryption scheme supplied by the Contractor must be approved by the Department before acquisition.

    c. Any service, software, or process used in service to the Department that includes a User ID and password component must ensure said component includes capabilities for password expiration and confidentiality, logging of all UserID activities, lockout on failed password entry, provisions for different levels of access by its UserIDs, and intended disablement of UserIDs and can be evidenced as such by the Contractor's own security policies and Active Directory (AD) group policy settings.

    d. 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.

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

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

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

    h. The Contractor must comply with Department procedures that relate to the protection (maintaining confidentiality, integrity, and availability) of the Department's data and its collective information security. Access to Department information resources will require use of the Department's security access request application (SAR), or similar process, when applicable.

i. 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.

j. 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.

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

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

m. 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.).

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

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

p. If applicable, the Contractor shall supply all equipment necessary to provide services outlined in this solicitation. Any Contractor equipment that requires a connection to the Department's information network must be reviewed and approved by the Department's Contract Manager and the Department's CIO.

q. If applicable, the Contractor will host the Department's information and services provided in a data center protected by appropriate industry best practice security measures/mitigations, including but not limited to the following:
   1) Controlled access procedures for physical access to the data center;
   2) Controlled access procedures for electronic connections to the Contractor's network;
   3) A process designed to control and monitor outside agencies and other contractors' access to the Contractor's information network;
   4) A Firewalling device;
   5) Server-based antivirus/malware software;
   6) Client-based antivirus/malware software;
   7) Use of unique userIDs with expiring passwords;
   8) A process that involves a collection of userID activities and regular review of these activities for unauthorized access or privileges; and
   9) A process that ensures up-to-date software patches and up-to-date malware signature files are applied to all information resources.
   10) Comply with the most recently published version of the CJIS Security Policy.

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

s. The Contractor's solution and services must operate to the Department's satisfaction on its standard personal computer platform (which is subject to change), if applicable, which currently is configured with:
- Laptop: 11th Generation Intel Core i7-1185G7 Processor (Quad Core, 12M cache, 3.00-4.8 GHz Turbo, vPro)
- Desktop: Intel Core i7-10700 (8 Cores, 16 MB, 16T, 2.9-4.8 GHz, 65W)
- 16 GB RAM
- 256 GB SSD M2
- 16X DVD-ROM RW
- 10/100/1000 Mb NIC
- Onboard or External Graphics Card
- Keyboard
- Mouse
- Microsoft Windows 10 Operating System
- Office 2016 (utilizing Office 365)
- Trend Micro Anti-virus
- Internet Explorer 11 or higher
- Mocha TN3270 version 1.8

M. Telehealth Technology

If the Contractor chooses to provide a Telehealth solution, the Contractor shall manage all costs associated with the implementation, maintenance, licensing, and support of Telehealth. The Department must approve all sites and services to be provided via Telehealth.

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

- Browser Internet Explorer 11, Microsoft Edge, Google Chrome, or Mozilla Firefox
- Useable at **a minimum of** 1024x768 resolution
- Must be compatible with the Department's standard PC configuration, provided in Section III. K. 15.s.
- Must be Windows Active Directory compliant
- Application supports clients connecting at connections speeds from 1.5mbps to 45mbps
- Must integrate with supporting single sign-on User ID and be centrally managed
- Must support HL7 compatibility as well as other data standards

Software offered must be compliant with the Health Insurance Portability and Accountability Act (HIPAA) and the HITECH Act. Any service, software, or process that handles and/or transmits electronic protected health information must do so in full HIPAA compliance and with encryption provided as a part of the service, software, or process. In addition, the

transmission and encryption scheme supplied by the Contractor must be approved by the Department's Office of Information Technology prior to implementation. Confidential or personal health information includes but is not limited to, all social security numbers, all health information protected by HIPAA, and addresses of law enforcement officers, judges, and other protected classes. Pursuant to Section 119.071(5)(a)5.g, F.S., social security numbers are confidential information and therefore exempt from public record or disclosure.

N. Health Care Records

1. The Contractor shall be responsible for the maintenance and control of active inmate health care records according to HSB 15.12.03, HSB 15.04.13, Supplement D.

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

3. All nonproprietary records kept by the Contractor regarding this Contract, or services provided under this Contract, including records specifically mentioned in this Contract, shall be made available to the Department for lawsuits, monitoring, Contract evaluation, and other statutory responsibilities of the Department or other State agencies. These records shall be provided at the Contractor's cost when requested by the Department during the term of the Contract, or after the expiration or termination of the Contract for the period specified, beginning upon the Contract's effective date. The Department agrees that costs related to the production of records responsive to extraordinary requests will be through a separate agreement of the parties.

4. The Contractor must follow all State and Federal laws, rules, and Department Policies and Procedures relating to storage, access to, and confidentiality of 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 HSB 15.12.03, *Health Records.* In addition, the Contractor shall ensure the transfer of inmate 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 HSB 15.12.03, Appendix J (Post-Release Health Record Retention and Destruction Schedule).

5. The Contractor shall ensure that its personnel document in the inmate's health record all health care contacts in the proper format per standard health practice, ACA standards, and any relevant Department Policies and Procedures.

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

7. The Contractor shall:

   a. Ensure all inmates have an updated health record that complies with HSB 15.12.03;

   b. Safeguard and secure health records and any other documents containing protected health information, per Procedure 102.006, *HIPAA Privacy Policy*;

c. Employ at least one (1) Health Information Specialist at each major institution and each institutional annex, and at least two (2) Health Information Specialists (one at the RMCH and one for all Outpatient Units), to ensure compliance with the standards outlined in HSB 15.12.03, Section III., F., and to serve as records custodian for all active inmates;

d. Employ a sufficient number of trained medical records clerks to ensure clinical information, significant to an inmate's health, is filed in each health record within 72 hours of receipt;

e. Process health record transfers following Procedure 401.017, *Health Records and Medication Transfer*;

f. Perform health record vault audits, per the schedule outlined in HSB 15.12.03;

g. Secure and transport records of inmates who have reached EOS, per HSB 15.12.03, Section XII, *Post-Release (EOS) and Deceased Inmates - Health Record Retention and Destruction Schedule*;

h. Organize and transmit any loose filing discovered after a record has been transported, following Procedure 401.017 or HSB 15.12.03, as applicable. The information shall be secured separate from any other medical records and clearly marked with the inmate's name and DC number, and mailed to the inmate's current institution or to the medical records archive if the inmate has reached EOS; and

i. Upon request, make all nonproprietary records related to services provided under this Contract available to the Department for any litigation, requests for public records, or monitoring and evaluation activities of the Contract, timely.

8. Health Record Retention Periods

a. Unless otherwise governed explicitly by Department regulations, all health records shall be kept for seven (7) years or for the retention period required for records of the same type according to Florida Statutes, whichever is longer. All retention periods start on the first day after expiration or termination of the Contract.

b. 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.

c. To avoid duplicate recordkeeping, 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 the 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 for those records.

d. The Department's retention program complies with guidelines established by the Florida Department of State, Division of Library and Information Services Records Management program. The following medical record retention and destruction practices are followed:

- 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.
- Hard copies of health records will be securely stored at the Statewide Records Retention Center in Raiford. 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. Rules and Regulations

1. The Contractor shall provide all services following all applicable federal and state laws, rules, regulations, and the Florida Department of Corrections' rules and procedures. All such laws, rules, 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 rules and regulations.

2. The Contractor shall ensure that all Contractor's staff providing services under this Contract complies with prevailing ethical and professional standards, and the statutes, rules, procedures, and regulations mentioned above.

3. The Contractor shall ensure that the Contractor's staff adheres to all policies and procedures regarding transportation, security, custody, and control of inmates.

4. Should any of the above laws, standards, rules, regulations, Department procedures, or directives change during this Contract term, the updated version, once adopted by the Department, will take precedence.

5. The Contractor shall pay for all costs associated with local, state, and federal licenses, permits, and inspection fees required to provide services. All required permits and licenses shall be current, maintained on site and a copy submitted to the Department's Contract Manager or designee upon request.

6. The Contractor shall comply with the provisions of the Americans with Disabilities Act. This includes provisions referencing both employment and public service agencies (Titles I and II), as well as any other applicable provision.

7. The Contractor must provide health care services in accordance with the national American Correctional Association (ACA) standards, prevailing professional practice standards and guidelines, and state and federal statutes. The performance of the Contractor's personnel and administration must meet or exceed standards established by ACA as they currently exist and/or may be amended.

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

9. 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.

P. Communications

Contract communications will be in two (2) forms: routine and formal.

Routine: All normal, written communications generated by either party relating to service delivery. Routine communications must be acknowledged within two (2) business days and responded to within 30 calendar days of receipt via email.

Formal: Written communications related to significant issues such as Breach of Contract, failure to provide satisfactory performance, assessment of financial consequences, change in service locations, or Contract termination. Formal communications will be clearly marked as a "Formal Communication" and must be acknowledged upon receipt and responded to within seven (7) calendar days of receipt via email. A date and numbering system will be used to track these communications.

The only Department personnel authorized to issue formal contract communications are the Department's Health Services Director, the Department's Bureau Chief of Health Services Administration, the Department's Chief Clinical Advisor, the Department's Bureau Chief of Procurement, the Department's Contract Manager, the Department's Contract Administrator. The Contractor's CEO and the Contractor's Representative are the only Contractor personnel authorized to issue Formal Contract Communications. Other persons authorized to issue Formal Contract Communications must be agreed upon by both parties and identified, in writing, within 10 days of this Contract's execution. Notification of any subsequent changes must be provided in writing before issuing any formal communication from the changed authorized representative.

If there is an urgent administrative problem, the Department shall contact the Contractor, and the Contractor shall verbally respond to the Contract Manager within two (2) hours. If a non-urgent administrative problem occurs, the Department will contact the Contractor, and the Contractor shall verbally respond to the Contract Manager within 48 hours. The Contractor, or Contractor's designee, shall respond to inquiries, complaints, or grievances from or about inmates by providing all information or records that the Department deems necessary within three (3) business days of receipt of the request.

Q. Service Locations and Service Times

1. Institution/Facility Locations: The facilities included under this Contract include all currently operating institutions and satellite facilities as indicated in **Attachment C**.

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 60 calendar days' written notice, unless a lesser time is mutually agreed upon. Such additions or deletions will require a Contract amendment.

3. Service Times: The Contractor shall ensure access to comprehensive health care services, as required within Section II, SCOPE OF SERVICES, 24 hours per day, 7 days a week, and 365 days a year.

R. Security

1. At its expense and judgment, the Department will provide a sufficient number of Correctional Officers to supervise those inmates receiving services from the Contractor.

2. 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 under this Contract.

3. The Department will provide security for the Contractor's staff while at the Department's facilities. The level of security provided shall be consistent with and per the same standards of security afforded to Department personnel.

4. The Department will provide security, and security procedures, to protect the Contractor's equipment as well as the Department's medical equipment. The Department's 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.

5. The Department will provide adequate security coverage for all occupied infirmaries. The Department will provide security posts for clinic areas, as necessary, and determined through the facilities security staffing analysis and coordination with the Department's Office of Health Services.

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

S. Contractor's Requirements

1. Conduct and Safety Requirements

   The Contractor shall ensure all Contractor's staff adhere to the standards of conduct prescribed in Chapter 33-208, F.A.C, and as prescribed in the Department's personnel policy and procedure guidelines, particularly rules of conduct, employee uniform, and clothing requirements (as applicable), security procedures, and any other applicable rules, regulations, policies, and procedures of the Department.

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

   In addition, the Contractor shall ensure that all staff adhere 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 interact with any inmate, except as related to services provided 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, an inmate's family, or close associate, no matter how trivial the gift or service may seem. The Contractor shall report to the Department's 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, including proposed action to be taken by the Contractor. Any failure to report a violation or take appropriate disciplinary action against the offending party or parties shall subject the Contractor to appropriate action, up to and including termination of this Contract.

h. The Contractor shall report any incident described above, or requiring investigation by the Contractor, in writing, to the Institutional Warden and the Contract Manager, within 24 hours, of the Contractor's knowledge of the incident.

i. Contractor shall participate, as needed, in Department's security audits, to ensure compliance with tool control and other security-related policies and procedures.

2. Tuberculosis (TB) Screening/Testing

The Contractor shall ensure Contractor's institutional staff, including subcontractors and other services providers, performing services under this Contract, are screened and/or tested for tuberculosis prior to the start of service delivery, as appropriate, and screened/tested annually thereafter, as required by Procedure 401.015, *Employee Tuberculosis Screening and Control Program*. The Contractor shall provide each institution's Warden, and the Contract Manager, with proof of TB screening/testing, prior to the start of service delivery, for all staff members, and annually thereafter. The Contractor shall be responsible for obtaining, administering, and processing the TB screening/testing. Initial testing/screening of staff, previous documented testing, proof of documented treatment, or proof of a chest x-ray completed within the previous 2 years must be completed upon reporting for job assignment.

3. Vaccinations

The Contractor shall ensure Contractor staff performing services under this Contract at institutional sites, including subcontractors, have initiated the vaccine against Hepatitis B

and any other vaccinations required by the Department, following the Department of Health's guidelines, prior to the start or continuation of service delivery. The Contractor shall provide the Department's Contract Manager, or designee, with proof of vaccinations.

Additionally, the Contractor is responsible for administering any vaccines identified by the Department to its institutional staff. The Department will be financially responsible for vaccines for Department staff.

4. Staff Levels and Qualifications

   a. All Contractor staff providing services under this Contract shall meet the minimum requirements outlined in **Attachment A**. Staff members that do not meet these requirements will not be approved to work under this Contract.

   b. The Contractor shall liaise with and maintain a good working relationship with the judiciary, criminal justice system, FDC staff, and the community, as required to support the Contract.

   c. The Contractor shall **not** allow individuals possessing "temporary work visas" to fill positions under this Contract.

   d. All Contractor/subcontractor staff providing services under the Contract shall have the ability to understand, speak, and write English to allow for effective communication between Contractor staff, Department staff, and inmates.

5. Staff Background/Criminal Record Checks

   a. The Contractors' staff assigned to this Contract shall be subject, at the Department's discretion and expense, 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 commencing services upon institution property) OR (prior to contract execution) OR (upon request), 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.

   b. The Contractor shall also ensure that the Contract Manager, is provided the information needed to have the FCIC/NCIC 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 FCIC/NCIC background check conducted.

c. When providing services within a correctional setting, the Contractor shall obtain a Level II background screening (which includes fingerprinting to be submitted to the Federal Bureau of Investigation (FBI)). Results must be submitted to the Department prior to any current or new Contractor staff being hired or assigned to work under the Contract. The Contractor shall not consider new employees to be on permanent status until a favorable report is received by the Department from the FBI.

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

e. 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.

f. 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 Department's 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 two hundred dollars ($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.

6. Utilization of E-Verify

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

Every public employer, contractor, and subcontractor shall register with and use the E-Verify system to verify the work authorization status of all newly hired employees. A public employer, contractor, or subcontractor shall not enter into a contract unless each party to the contract registers with and uses the E-Verify system in accordance with Section 448.095, F.S.

7. Orientation and Training

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

a. The Department will determine what type and duration of orientation and training is appropriate for the Contractor's staff. Job-specific orientation/training regarding

policies, procedures, rules and 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 Department will not compensate the Contractor for any costs incurred as a result of Contractor's staff attending orientation and training, not required by the Department, including any wages paid.

c. The Department will provide the Department's New Employee Orientation before the Contractor's staff provides services on-site. The Contractor shall coordinate with designated Department staff at each institution to administer and schedule 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, nor will they reimburse for, any required professional or non-professional education/training required for the Contractor's staff to perform duties under this Contract.

f. The Contractor shall be responsible for ensuring that all contractor staff complete 40 hours of required annual training. The nature, extent and content of the training will be determined by the Department's Office of Staff Development and published in the Department's Master Training Plan.

g. The Contractor shall provide trainers/instructors for training relevant to the Department, including, but not limited to: peer support, psychiatric restraint, and suicide prevention.

T. Offender Based Information System (OBIS)

1. OBIS Use and Training

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

2. OBIS Data Entry and Data Exchange

The Contractor shall ensure information is available for input into the Department's existing information systems including, but not limited to, OBIS in order to record daily operations. Data includes, but is not limited to information or reports, billing information

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

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

U. Deliverables

The following services or service tasks are identified as deliverables for the purposes of this Contract:

1. Appropriate health care services, including medical records, for inmates at Department-operated institutions consisting of all requirements listed under Section III and per Section III., V. Performance Measures and Financial Consequences.
2. Reports as required in Section III., X., Reporting Requirements.
3. Compliance with Contract terms and conditions.

V. Performance Measures and Financial Consequences

1. Methodology

The Department has developed the following Performance Measures which shall be used to measure the Contractor's performance and delivery of services.

Listed below are the key Performance Outcomes, Measures, and Standards deemed most crucial to the success of the overall desired service delivery and the Financial Consequences that will be imposed if the standard is not met. Unless specifically stated otherwise, "per institution" is interpreted to mean each Major Institution and their Satellite Facilities.

Any exception to these requirements must be requested, in writing, by the Contractor and must be submitted to the Contract Manager for review by the appropriate Department discipline director. If denied, the Contractor may request, in writing, a secondary review by the Department's Health Services Director. The Contractor must not have contributed to any cause(s) of delay. If the non-performance by the Contractor is due to the Department substantially changing the mission at an institution by exceeding the capacity of specially designated medical and psychological grades by an amount that would substantively impact the staffing matrix over the agreed-upon population, the Department will waive the performance measures associated with that service area, for that quarter. For example, if the S-3 population at an institution grows substantively over the agreed-upon population, performance measures related to outpatient S-3 care will be waived for that performance period (quarter). The Contractor must submit the waiver request, in writing, to the Contractor Manager, no later than 10 business days after the end of the performance period.

2. Performance Measures

No.	Description	Expectation	Measurement Duration	Financial Consequence
PM-001	Inactive PM*			
PM-002	All formal health care grievances are responded to within 20 days of receipt of the grievance.	80% compliance, per institution	Quarterly	For performance below 80%, consequences will be assessed as follows: 70%-79.99%: $1,000 per institution 60%-69.99%: $2,000 per institution Less than 60%: $3,000 per institution
PM-003	All findings from CMA surveys are cured by the second CAP assessment.	80% compliance per institution (findings with no charts available to review will not be included in this calculation)	Quarterly	For performance below 80%, consequences will be assessed as follows: 70%-79.99%: $10,000 per institution 60%-69.99%: $20,000 per institution Less than 60%: $30,000 per institution For CMA audit findings not cured by the third and subsequent CAP assessments, the consequence will increase by 25% in value for each subsequent assessment not cured.
PM-004	Maintain compliance with 100% of mandatory health standards and 90% of non-mandatory Healthcare standards to retain ACA accreditation	Retaining Accreditation	Quarterly	$100,000 per institution who loses accreditation due to failure of health standards and all fees associated with ACA re-audit to regain accreditation

No.	Description	Expectation	Measurement Duration	Financial Consequence
PM-005	No inmate deaths occur where the Contractor demonstrated a systemic pattern of indifference or inaction to a patient's identified needs, which directly or indirectly resulted in death.	All Mortality Reviews (conducted upon an inmate's death) show no inmate deaths occur as a result of the Contractor's systemic pattern of indifference or inaction to identified needs of a patient which directly or indirectly resulted in death.	Per occurrence	$100,000 per occurrence
PM-006	Maintain compliance with mandatory pharmacy standards to retain State of Florida MQA Board of Pharmacy Permit and United States DEA Controlled Substance Permit.	Retaining Permit	Quarterly	$100,000 per occurrence of losing permit and $1,000 per day until permit is reinstated.
PM-007	An RN will triage all sick call requests (emergent, urgent, or routine) within 24 hours from when the inmate request form is submitted.	80% compliance, per institution	Quarterly	For performance below 80%, consequences will be assessed as follows: 70%-79.99%: $2,000 per institution 60%-69.99%: $4,000 per institution Less than 60%: $6,000 per institution
PM-008	Inmates with sick call requests categorized as "emergent" are seen by a Licensed Nurse as soon as possible, not to exceed 60 minutes, from the time of triage.	80% compliance per institution	Quarterly	For performance below 80%, consequences will be assessed as follows: 70%-79.99%: $3,000 per institution 60%-69.99%: $6,000 per institution Less than 60%: $9,000 per institution
PM-009	Inmates with sick call requests categorized as "urgent" are seen by a Licensed Nurse within 24 hours from the time of triage.	80% compliance per institution	Quarterly	For performance below 80%, consequences will be assessed as follows: 70%-79.99%: $2,000 per institution 60%-69.99%:

No.	Description	Expectation	Measurement Duration	Financial Consequence
				$4,000 per institution Less than 60%: $6,000 per institution
PM-010	Inactive PM*			
PM-011	All post-use-of-force examinations are conducted within 30 minutes of the actual administration of force is reported to health services staff.	80% compliance per institution	Quarterly	For performance below 80%, consequences will be assessed as follows: 70%-79.99%: $3,000 per institution 60%-69.99%: $6,000 per institution Less than 60%: $9,000 per institution
PM-012	Inactive PM*			
PM-013	Inactive PM*			
PM-014	Acute Care Admissions to the infirmary receive a nursing assessment once every eight (8) hours.	80% compliance per institution	Quarterly	For performance below 80%, consequences will be assessed as follows: 70%-79.99%: $2,000 per institution 60%-69.99%: $4,000 per institution Less than 60%: $6,000 per institution
PM-015	Chronic Care Admissions to the infirmary receive a nursing assessment once every seven (7) days.	80% compliance per institution	Quarterly	For performance below 80%, consequences will be assessed as follows: 70%-79.99%: $2,000 per institution 60%-69.99%: $4,000 per institution Less than 60%: $6,000 per institution
PM-016	All 23-Hour Admissions do not exceed 23 hours without a disposition (dispositions include discharge, admitted as acute, or transferred to a hospital).	80% compliance per institution	Quarterly	For performance below 80%, consequences will be assessed as follows: 70%-79.99%: $1,000 per institution 60%-69.99%: $2,000 per institution Less than 60%: $3,000 per institution

No.	Description	Expectation	Measurement Duration	Financial Consequence
PM-017	A Clinician conducts daily rounds (once every 24 hours) to assess all acute illness patients in the infirmary. In-person rounds are required on business days, and documented call-in rounds on weekends and state holidays.	80% compliance per institution	Quarterly	For performance below 80%, consequences will be assessed as follows: 70%-79.99%: $2,000 per institution 60%-69.99%: $4,000 per institution Less than 60%: $6,000 per institution
PM-018	All New Commitment Inmates receive a medical health appraisal, including a physical examination within 14 days of arrival at a reception center.	80% compliance per institution	Quarterly	For performance below 80%, consequences will be assessed as follows: 70%-79.99%: $2,000 per institution 60%-69.99%: $4,000 per institution Less than 60%: $6,000 per institution
PM-019	All inmate transfers receive intake screenings at a new facility no later than eight (8) hours from their arrival time.	80% compliance per institution	Quarterly	For performance below 80%, consequences will be assessed as follows: 70%-79.99%: $1,000 per institution 60%-69.99%: $2,000 per institution Less than 60%: $3,000 per institution
PM-020	All consults are scheduled within 14 business days from the date a consult is ordered, if deemed Urgent.	80% compliance statewide	Quarterly	For performance below 80%, consequences will be assessed as follows: 70%-79.99%: $2,500 60%-69.99%: $5,000 Less than 60%: $10,000
PM-021	All consults are scheduled within 45 business days from the date a consult is ordered, if deemed Routine.	80% compliance statewide	Quarterly	For performance below 80%, consequences will be assessed as follows: 70%-79.99%: $1,500 60%-69.99%: $3,000 Less than 60%: $6,000
PM-022	All specialty medical requests are processed by the Contractor's UM	80% compliance statewide	Quarterly	For performance below 80%, consequences will be assessed as follows:

No.	Description	Expectation	Measurement Duration	Financial Consequence
	Staff within: emergent requests within 24 hours; urgent requests within 3 business days; and routine requests within 10 business days, from the date received in UM.			70%-79.99%: $1,500 60%-69.99%: $3,000 Less than 60%: $6,000
PM-023	Each ATP is documented on the DC4-701, discussed with the inmate, and signed by the Clinician in the chart entry.	80% compliance statewide	Quarterly	For performance below 80%, consequences will be assessed as follows: 70%-79.99%: $1,500 60%-69.99%: $3,000 Less than 60%: $6,000
PM-024	Every hospital admission and ER Visit is entered in the UM database within 72 hours of admission or visit.	80% compliance statewide	Quarterly	For performance below 80%, consequences will be assessed as follows: 70%-79.99%: $1,500 60%-69.99%: $3,000 Less than 60%: $6,000
PM-025	All specialty medical requests/referrals are processed timely following the criteria outlined in HSB 15.09.04, Section IV.F.	80% compliance statewide	Quarterly	For performance below 80%, consequences will be assessed as follows: 70%-79.99%: $2,500 60%-69.99%: $5,000 Less than 60%: $10,000
PM-026	Patients diagnosed with chronic Hepatitis C virus (HCV) are treated per the FDC-approved treatment plan.	80% compliance per institution	Quarterly	For performance below 80%, consequences will be assessed as follows: 70%-79.99%: $3,000 per institution 60%-69.99%: $6,000 per institution Less than 60%: $9,000 per institution
PM-027	All inmate patients with chronic Hepatitis C are prioritized for treatment with Direct Acting Antivirals (DAAs) per HSB 15.03.09, Supplement 3, Section I.	80% compliance per institution	Quarterly	For performance below 80%, consequences will be assessed as follows: 70%-79.99%: $2,000 per institution 60%-69.99%: $4,000 per institution Less than 60%:

No.	Description	Expectation	Measurement Duration	Financial Consequence
				$6,000 per institution
PM-028	Inactive PM*			
PM-029	All inmates with disabilities are seen by the institutional Disabled Inmate Committee quarterly, with their service needs documented on Form DC4-691. (documented patient refusals are excluded)	80% compliance per institution that houses disabled inmates	Quarterly	For performance below 80%, consequences will be assessed as follows: 70%-79.99%: $2,000 per institution 60%-69.99%: $4,000 per institution Less than 60%: $6,000 per institution
PM-030	All inmates with impairments or disabilities have the appropriate health classification grade entered in OBIS, based on the clinical assessment.	80% compliance per institution that houses disabled inmates	Quarterly	For performance below 80%, consequences will be assessed as follows: 70%-79.99%: $2,000 per institution 60%-69.99%: $4,000 per institution Less than 60%: $6,000 per institution
PM-031	All inmates with hernias referred for a surgical consultation per HSB 15.03.47, Section V.A., but not scheduled for surgery, have a documented reason for refusing the surgeon's recommendation their medical file (or the utilization management records, if available).	80% compliance per institution	Quarterly	For performance below 80%, consequences will be assessed as follows: 70%-79.99%: $2,000 per institution 60%-69.99%: $4,000 per institution Less than 60%: $6,000 per institution
PM-032	Within 14 days of arrival at a reception center, all inmates complete an intake psychological screening and initial testing.	80% compliance per institution	Quarterly	For performance below 80%, consequences will be assessed as follows: 70%-79.99%: $2,000 per institution 60%-69.99%: $4,000 per institution Less than 60%: $6,000 per institution

No.	Description	Expectation	Measurement Duration	Financial Consequence
PM-033	At a reception center, the initial Case Manager interview occurs within 14 days of the S-grade assignment.	80% compliance per institution	Quarterly	For performance below 80%, consequences will be assessed as follows: 70%-79.99%: $2,000 per institution 60%-69.99%: $4,000 per institution Less than 60%: $6,000 per institution
PM-034	Once an inmate is assigned a classification of S-2 or S-3, an Initial ISP is developed within: Inmates in close management - 14 days; Inmates at a reception center, in the reception process - 30 days; Inmates at their assigned institution, not in CM - 30 days	80% compliance per institution	Quarterly	For performance below 80%, consequences will be assessed as follows: 70%-79.99%: $2,000 per institution 60%-69.99%: $4,000 per institution Less than 60%: $6,000 per institution
PM-035	Mental health staff have evaluated all inmates with a classification of S-2 or S-3 within one (1) business day following a use-of-force incident.	80% compliance per institution	Quarterly	For performance below 80%, consequences will be assessed as follows: 70%-79.99%: $2,000 per institution 60%-69.99%: $4,000 per institution Less than 60%: $6,000 per institution
PM-036	A psychiatric evaluation is completed for each inmate before initially prescribing psychotropic medication.	80% compliance per institution	Quarterly	For performance below 80%, consequences will be assessed as follows: 70%-79.99%: $2,000 per institution 60%-69.99%: $4,000 per institution Less than 60%: $6,000 per institution
PM-037	A psychiatric evaluation was completed for all inmates meeting the	80% compliance per institution	Quarterly	For performance below 80%, consequences will be assessed as follows: 70%-79.99%:

No.	Description	Expectation	Measurement Duration	Financial Consequence
	criteria for a psychiatric evaluation during the intake assessment process, within 10 days of arrival at a reception center.			$2,000 per institution 60%-69.99%: $4,000 per institution Less than 60%: $6,000 per institution
PM-038	Inmates are classified appropriately, according to the Department's established Mental Health Inmate Classification System	80% compliance per institution	Quarterly	For performance below 80%, consequences will be assessed as follows: 70%-79.99%: $3,000 per institution 60%-69.99%: $6,000 per institution Less than 60%: $9,000 per institution
PM-039	Inactive PM*			
PM-040	Inmate-declared emergencies and emergent staff referrals are responded to as soon as possible, but no longer than 60 minutes after the notification to mental health staff.	80% compliance per institution	Quarterly	For performance below 80%, consequences will be assessed as follows: 70%-79.99%: $2,000 per institution 60%-69.99%: $4,000 per institution Less than 60%: $6,000 per institution
PM-041	Inmates with a current diagnosis of Schizophrenia or other disorders with psychotic features have received case management services every 30 days.	80% compliance per institution	Quarterly	For performance below 80%, consequences will be assessed as follows: 70%-79.99%: $2,000 per institution 60%-69.99%: $4,000 per institution Less than 60%: $6,000 per institution
PM-042	All inmates on the outpatient mental health caseload have received individual or group counseling every 60 days.	80% compliance per institution	Quarterly	For performance below 80%, consequences will be assessed as follows: 70%-79.99%: $1,000 per institution 60%-69.99%: $2,000 per institution Less than 60%: $3,000 per institution

No.	Description	Expectation	Measurement Duration	Financial Consequence
PM-043	Each S-3 inmate placed in special housing received a confinement evaluation within five (5) days of placement and every 30 days thereafter.	80% compliance per institution	Quarterly	For performance below 80%, consequences will be assessed as follows: 70%-79.99%: $2,000 per institution 60%-69.99%: $4,000 per institution Less than 60%: $6,000 per institution
PM-044	Each S-1 or S-2 inmate placed in special housing received a confinement evaluation within 30 days of placement and every 90 days thereafter.	80% compliance per institution	Quarterly	For performance below 80%, consequences will be assessed as follows: 70%-79.99%: $1,000 per institution 60%-69.99%: $2,000 per institution Less than 60%: $3,000 per institution
PM-045	Mental health staff perform weekly rounds in each confinement unit.	80% compliance per institution	Quarterly	For performance below 80%, consequences will be assessed as follows: 70%-79.99%: $2,000 per institution 60%-69.99%: $4,000 per institution Less than 60%: $6,000 per institution
PM-046	S-3 inmates receive a psychiatric follow-up every 90 days with the effects of prescribed medication on targeted symptoms and behaviors and side effects documented.	80% compliance per institution	Quarterly	For performance below 80%, consequences will be assessed as follows: 70%-79.99%: $2,000 per institution 60%-69.99%: $4,000 per institution Less than 60%: $6,000 per institution
PM-047	The MDST has updated and approved the ISP of each inmate with a mental health grade of S-2 or S-3 at least every 180 days following the initial ISP completion.	80% compliance per institution	Quarterly	For performance below 80%, consequences will be assessed as follows: 70%-79.99%: $1,000 per institution 60%-69.99%: $2,000 per institution Less than 60%: $3,000 per institution

No.	Description	Expectation	Measurement Duration	Financial Consequence
PM-048	Mental health staff sees inmates with a mental health grade of S-2 or S-3 within 14 days of arrival at their permanent institution.	80% compliance per institution	Quarterly	For performance below 80%, consequences will be assessed as follows: 70%-79.99%: $2,000 per institution 60%-69.99%: $4,000 per institution Less than 60%: $6,000 per institution
PM-049	A Psychologist or Psychiatrist makes rounds daily, during regular business hours, excluding weekends and State holidays, to review the general functioning of all patients in the inpatient unit(s).	In accordance with the consent order resulting from Disability Rights Florida, Inc. v. Jones (Case No. 3:18-cv-179-J-25JRK)	Quarterly	For performance below 80%, consequences will be assessed as follows: 70%-79.99%: $2,000 per institution 60%-69.99%: $4,000 per institution Less than 60%: $6,000 per institution Those institutions within the first compliance monitoring period prior to November 1, 2019, will only be assessed financial consequences for performance below 70%
PM-050	Upon admission to a mental health inpatient unit, an initial ISP is completed within seven (7) days for MHTF, CSU, and TCU patients.	In accordance with the consent order resulting from Disability Rights Florida, Inc. v. Jones (Case No. 3:18-cv-179-J-25JRK)	Quarterly	For performance below 80%, consequences will be assessed as follows: 70%-79.99%: $2,000 per institution 60%-69.99%: $4,000 per institution Less than 60%: $6,000 per institution Those institutions within the first compliance monitoring period prior to November 1, 2019, will only be assessed financial consequences for performance below 70%
PM-051	Inmates admitted to a mental health inpatient unit (TCU, CSU, and CMHTF) are offered a minimum of 10 weekly out-of-cell structured therapeutic service hours.	In accordance with the consent order resulting from Disability Rights Florida, Inc. v. Jones (Case No. 3:18-cv-179-J-25JRK)	Quarterly	For performance below 80%, consequences will be assessed as follows: 70%-79.99%: $3,000 per institution 60%-69.99%: $6,000 per institution Less than 60%:

No.	Description	Expectation	Measurement Duration	Financial Consequence
				$9,000 per institution Those institutions within the first compliance monitoring period prior to November 1, 2019, will only be assessed financial consequences for performance below 70%
PM-052	Up to five (5) hours of therapeutic activities may be used toward fulfilling the weekly required SOCTS hours if: 1. The therapeutic activity is provided by, or in conjunction with, a Behavioral Health Technician; 2. Therapeutic community, Readiness for Discharge group, and all other required clinical encounters for the week have been offered; and 3. The therapeutic activity is structured and not intermingled with unstructured recreational time.	In accordance with the consent order resulting from Disability Rights Florida, Inc. v. Jones (Case No. 3:18-cv-179-J-25JRK)	Quarterly	For performance below 80%, consequences will be assessed as follows: 70%-79.99%: $2,000 per institution 60%-69.99%: $4,000 per institution Less than 60%: $6,000 per institution Those institutions within the first compliance monitoring period prior to November 1, 2019, will only be assessed financial consequences for performance below 70%
PM-053	Upon admission to a mental health inpatient unit, all inmates receive a psychiatric evaluation within three (3) business days.	In accordance with the consent order resulting from Disability Rights Florida, Inc. v. Jones (Case No. 3:18-cv-179-J-25JRK)	Quarterly	For performance below 80%, consequences will be assessed as follows: 70%-79.99%: $2,000 per institution 60%-69.99%: $4,000 per institution Less than 60%: $6,000 per institution Those institutions within the first compliance monitoring period prior to November 1, 2019, will only be assessed financial consequences for performance below 70%

No.	Description	Expectation	Measurement Duration	Financial Consequence
PM-054	Inmates in a TCU receive psychiatric follow-up services at least every 30 days with the effects of prescribed medication on targeted symptoms and behaviors and side effects documented.	In accordance with the consent order resulting from Disability Rights Florida, Inc. v. Jones (Case No. 3:18-cv-179-J-25JRK)	Quarterly	For performance below 80%, consequences will be assessed as follows: 70%-79.99%: $2,000 per institution 60%-69.99%: $4,000 per institution Less than 60%: $6,000 per institution Those institutions within the first compliance monitoring period prior to November 1, 2019, will only be assessed financial consequences for performance below 70%
PM-055	Inmates placed on SHOS receive counseling every business day by a behavioral health specialist or Psychologist.	80% compliance per institution	Quarterly	For performance below 80%, consequences will be assessed as follows: 70%-79.99%: $3,000 per institution 60%-69.99%: $6,000 per institution Less than 60%: $9,000 per institution
PM-056	Inmates discharged from SHOS are evaluated by a behavioral health specialist or Psychologist per the timeframes established in Procedure 404.001.	80% compliance per institution	Quarterly	For performance below 80%, consequences will be assessed as follows: 70%-79.99%: $2,000 per institution 60%-69.99%: $4,000 per institution Less than 60%: $6,000 per institution
PM-057	Each inmate in a CSU is evaluated with an assessment form completed every shift by qualified nursing staff. An RN must complete each day shift assessment.	In accordance with the consent order resulting from Disability Rights Florida, Inc. v. Jones (Case No. 3:18-cv-179-J-25JRK)	Quarterly	For performance below 80%, consequences will be assessed as follows: 70%-79.99%: $2,000 per institution 60%-69.99%: $4,000 per institution Less than 60%: $6,000 per institution Those institutions within the first compliance monitoring period prior to November 1,

No.	Description	Expectation	Measurement Duration	Financial Consequence
				2019, will only be assessed financial consequences for performance below 70%
PM-058	When an inmate is in psychiatric restraints, they are evaluated every 15 minutes by qualified nursing staff.	80% compliance per institution	Quarterly	For performance below 80%, consequences will be assessed as follows: 70%-79.99%: $2,000 per institution 60%-69.99%: $4,000 per institution Less than 60%: $6,000 per institution
PM-059	At the time of, but no later than 24 hours following, a patient's refusal to attend a scheduled clinical encounter, a clinical member of the MDST has offered counseling and documented efforts to encourage attendance at future clinical appointments via an incidental note.	In accordance with the consent order resulting from Disability Rights Florida, Inc. v. Jones (Case No. 3:18-cv-179-J-25JRK)	Quarterly	For performance below 80%, consequences will be assessed as follows: 70%-79.99%: $2,000 per institution 60%-69.99%: $4,000 per institution Less than 60%: $6,000 per institution Those institutions within the first compliance monitoring period prior to November 1, 2019, will only be assessed financial consequences for performance below 70%
PM-060	When an inmate in an inpatient unit engages in SSIB, the Psychologist developed a Self-Injury Reduction Plan per Procedure 404.004.	In accordance with the consent order resulting from Disability Rights Florida, Inc. v. Jones (Case No. 3:18-cv-179-J-25JRK)	Quarterly	For performance below 80%, consequences will be assessed as follows: 70%-79.99%: $2,000 per institution 60%-69.99%: $4,000 per institution Less than 60%: $6,000 per institution Those institutions within the first compliance monitoring period prior to November 1, 2019, will only be assessed financial consequences for performance below 70%
PM-061	A petition for involuntary treatment is initiated within three	In accordance with the consent order resulting from	Quarterly	For performance below 80%, consequences will be assessed as follows:

No.	Description	Expectation	Measurement Duration	Financial Consequence
	(3) business days of admission for patients admitted to a CMHTF.	Disability Rights Florida, Inc. v. Jones (Case No. 3:18-cv-179-J-25JRK)		70%-79.99%: $3,000 per institution 60%-69.99%: $6,000 per institution Less than 60%: $9,000 per institution Those institutions within the first compliance monitoring period prior to November 1, 2019, will only be assessed financial consequences for performance below 70%
PM-062	Emergency dental treatment is rendered within 24 hours. There is no waiting list for dental emergencies.	80% compliance per institution	Quarterly	For performance below 80%, consequences will be assessed as follows: 70%-79.99%: $3,000 per institution 60%-69.99%: $6,000 per institution Less than 60%: $9,000 per institution
PM-063	Inmates signing up for dental sick call are triaged within 72 hours of receipt of the sick call form.	80% compliance per institution	Quarterly	For performance below 80%, consequences will be assessed as follows: 70%-79.99%: $2,000 per institution 60%-69.99%: $4,000 per institution Less than 60%: $6,000 per institution
PM-064	Inmates needing urgent dental care receive the necessary treatment as soon as possible within 10 days.	80% compliance per institution	Quarterly	For performance below 80%, consequences will be assessed as follows: 70%-79.99%: $2,000 per institution 60%-69.99%: $4,000 per institution Less than 60%: $6,000 per institution

No.	Description	Expectation	Measurement Duration	Financial Consequence
PM-065	The waiting time between an initial patient request for routine dental services and the appointment date is no more than eight (8) months.	80% compliance per institution	Quarterly	For performance below 80%, consequences will be assessed as follows: 70%-79.99%: $1,000 per institution 60%-69.99%: $2,000 per institution Less than 60%: $3,000 per institution
PM-066	The waiting time between routine dental appointments is no more than three (3) months.	80% compliance per institution	Quarterly	For performance below 80%, consequences will be assessed as follows: 70%-79.99%: $1,000 per institution 60%-69.99%: $2,000 per institution Less than 60%: $3,000 per institution
PM-067	Every inmate receives an intake dental examination within seven (7) days of reception.	80% compliance per Reception Center (including Sumter CI for YOs)	Quarterly	For performance below 80%, consequences will be assessed as follows: 70%-79.99%: $2,000 per institution 60%-69.99%: $4,000 per institution Less than 60%: $6,000 per institution
PM-068	Monthly UM reports are provided to the Department, as indicated in this Contract.	By the 10th business day of the month for the prior month	Reviewed Quarterly, due monthly	$300 per calendar day past the due date the report is delivered
PM-069	Inactive PM*			
PM-070	RMC Hospital holds a valid AHCA Hospital Licensure	Ensure AHCA Hospital licensure is maintained	Per AHCA Audit	$100,000 if licensure lost
PM-071	Per Procedure 403.012, those inmates given a provisional diagnosis of Gender Dysphoria will receive a psychological evaluation, via the DC4-663E form, within 90 calendar days of arrival at a site designated by	Gender Dysphoria evaluation is completed per Procedure 403.012	Per Occurrence	$5,000 per evaluation not conducted within 90 calendar days of arrival at a designated site in accordance with Procedure 403.012

No.	Description	Expectation	Measurement Duration	Financial Consequence
	the Gender Dysphoria Review Team.			
PM-072	The EMR system is up and available 99.99% of the time (excluding approved maintenance windows).	99.99% availability statewide	Quarterly	$3,000 per percentage point, or fraction thereof

* To ensure consistency and reduce administrative workload in reconfiguring automated reports, the numbering schema below reflects the numbering used in Contract C2930, including those added and removed throughout the term of the contract.

3. Assessment of Consequences

By executing this Contract, the Contractor acknowledges and agrees that its performance under the Contract shall meet the standards set forth above. Currently, healthcare provided by the Contractor is reviewed through the Quality Management process (established in Section III. G. of this Contract), reviews conducted by the Correctional Medical Authority, ACA accreditation reviews related to health care services standards, internal Quality Management program, litigation-related reviews by monitors or the plaintiff(s). Contract-specific performance metrics and requirements will be reviewed quarterly, twice annually by the Contractor through performance reporting, and twice annually by the Department's Contract Monitoring team. This team will conduct two (2) annual monitoring visits to each major institution, one (1) announced and scheduled and one (1) unannounced. The Contractor shall be responsible for reporting performance for the periods of October-December and April-June. The Department will conduct contract monitoring reviews for the periods of July-September and January-March.

Any assessment of financial consequences and subsequent payment thereof shall not affect the Contractor's obligation to provide services as required by this Contract.

The Contract Manager will provide written notice to the Contractor's Representative of all financial consequences assessed as a result of Performance Measure Reports or through the Department's Contract Monitoring process established in Section III.W., with an explanation of why the consequences are being assessed. To give appropriate opportunity for the Contractor to resolve identified issues and to ensure they ensure performance that meets the Department's needs, consequences will begin escalating after three (3) consecutive findings. When a Performance Measure has a Performance Expectation that isn't met three (3) quarters in a row (consecutive findings), the financial consequence that would be assessed in the current monitoring period would be doubled. For example, if the performance related to PM-001 at Calhoun CI is 70% in Q1, 72% in Q2, and 65% in Q3, then the financial consequence assessed in Q3 would be $8,000 for Calhoun CI ($4,000 consequence at 65% performance x 2). For those corrective actions that would take longer to implement and would result in consecutive findings, a waiver for the next review period may be requested in writing to the Contract Manager at the time of submittal of the CAP.

The Contractor shall forward a cashier's check or money order to the Contract Manager, payable to the Department in the appropriate amount within 10 days of receipt of a written notice of demand for financial consequences due, or in the alternative, may issue a credit in the amount of the financial consequences due on the next monthly invoice following the assessment of consequences. Documentation of the amount of financial consequences assessed shall be included with the invoice if issuing credit. If financial consequences are not paid or a credit memo is not issued within 60 days of the Contractor's receipt of the notice, future invoices will not be paid until payment of the outstanding assessed financial consequences is received by the Department or credit is issued for the outstanding financial consequences by the Contractor.

W. Monitoring and Evaluation Methodology

The Contract Manager, or designated Department staff, will perform monitoring during the term of the Contract to ensure Contract compliance. Monitoring shall include periodic review of compliance with contract service delivery and review of all contract requirements. The Department reserves the right for any Department staff to make scheduled or unscheduled, announced or unannounced, monitoring visits at any site where services are delivered pursuant to this Contract.

The Contract Manager will provide an oral exit interview and a written monitoring report to the Contractor within three (3) weeks of the monitoring visit.

When issues of non-compliance are identified in the monitoring report, a written CAP will be required of the Contractor. The CAP is to be submitted to the Contract Manager within 10 days of receipt of the monitoring report. If necessary, a follow-up monitoring visit will be scheduled by the Contract Manager and will occur within 90 days of the original monitoring visit, at which time full compliance with the approved CAP must be met. Failure to correct deficiencies after 90 days from the date-of-receipt of a written monitoring report notating the deficiencies may result in the assessment of Financial Consequences, per Section III.V., or determination of a breach of Contract and termination of services.

X. General Reporting Requirements

The following services or service tasks are identified as required reports for the purposes of this Contract:

Report	Due Date	Description
DEL-PGM-01 Contractor Organization and Staffing Plan	Within five (5) business days of the Contract's Effective Date, and annually thereafter on the 5th business day each July	Overview of Contractor organization, specifically those staff assigned to the services included in this Contract, include an organization chart, staffing plan for this Contract, and other relevant organizational information.
DEL-PGM-02 Staff Review Report	Quarterly by the 10th business day of the month following the end of the quarter	List of personnel on staff, including staff who have been added or removed since the prior report, titles, start date, date of required trainings, credentials (as applicable), and date of successful background screening. Also, the report should list vacant positions and the length of each vacancy.

Report	Due Date	Description
DEL-PGM-03 Bi-Annual Performance Measure Report	No later than the last business day of January and July	Document actual performance against each contracted performance measure.
DEL-PGM-04 Annual Performance Measure Report	Quarterly by the 10th business day of July, following the end of the fiscal year	Document actual performance against each contracted performance measure.
DEL-PGM-05 Medical Emergency Plan	Within 30 days of the Contract's Effective Date	Plan for the immediate response and care of inmates with medical, dental, and mental health emergencies for each institution.
DEL-PGM-06 Staff New Employee Orientation Report	Within 14 days of the Contract's Effective Date and annually thereafter	Provide documentation that training that will be provided to Contractor and Subcontractor staff prior to their engagement on this Contract, and annually thereafter.
DEL-PGM-07 Subcontractor List	Within five (5) business days of the Contract's Effective Date	Provide a list of all subcontracts and/or letters of agreement for hospitals, Physician services, specialty care services and ancillary services. to the Contract Manager
DEL-PGM-08 Biomedical and Pharmaceutical Waste Plan	Within 30 days of the Contract's Effective Date	Plan shall address the definition, collection, storage, decontamination, and disposal of regulated waste.
DEL-PGM-09 Emergency Medical Services (EMS) plan	Within five (5) business days of the Contract's Effective Date	Develop and maintain this plan to ensure the provision of all medically necessary inmate transportation by ambulance or other life-support conveyance, either by ground or air, for all institutions covered by this Contract. Any changes to the EMS plan must be reported in writing to the Department's Contract Manager.
DEL-PGM-10 End-of-Contract Transition Plan	Within 60 calendar days of the Contract's Effective Date	Transition plan that documents the Contractor's plans for transitioning to another Contractor or to the Department upon the expiration of the Contract.
DEL-PGM-11 Quarterly Cost Report	Quarterly by the 10th business day of the month following the end of the quarter	The Contractor shall provide a quarterly report of its operating costs to include, at a minimum, employee salaries and benefits, ancillary services, medication, medical supplies used for each institution. Costs that are not able to be broken out by institution may be provided in aggregate. These costs reports should be submitted in a format approved by the Department's Contract Manager. Any changes made to the format of this report by the Department during the term of this Contract shall be incorporated by the Contractor.

Report	Due Date	Description
DEL-IC-01 Quarterly Institutional Care Report	10th business day of the month following the end of a quarter (for the prior quarter)	1) Number of past due appointments for all Chronic Illness Clinics, as of the last day of the previous month (listed by institution) 2) Number of inmates referred to Specialty Clinics, as of the last day of the previous quarter (listed by institution) 3) Number of inmates see in all Specialty Clinics, as of the last day of the previous quarter (listed by institution) 4) Number of inmates sent to the community for Emergency Care, as of the last day of the previous quarter (listed by institution and reason for visit)
DEL-IC-02 Monthly Dialysis Infection Control Report	10th business day of each month (for the prior month)	The Contractor shall provide a Monthly Dialysis Infection Control Report (DC4-539E) following the Infection Control Manual.
DEL-IC-03 Monthly Health Care-Associated Infections Report	10th business day of each month (for the prior month)	The Contractor shall provide a Monthly Health Care-Associated Infections, Table I Report (DC4-539G) following the Infection Control Manual.
DEL-IC-04 Monthly Infection Attack Rates & Trends Report	10th business day of each month (for the prior month)	The Contractor shall provide a Monthly Attack Rates & Trends, Table II Report (DC4-539H) by each institution, in accordance with Infection Control Manual.
DEL-IC-05 Monthly Immunizations (Vaccine) Report	10th business day of each month (for the prior month)	The Contractor shall provide a Monthly Immunizations, Table IV Report (DC4-539F) in accordance with Infection Control Manual.
DEL-IC-06 Infectious Disease Outbreak Worksheet Report	Every business day by 3:00 p.m., E.T., until outbreak is resolved	The Contractor shall provide the Infectious Disease Outbreak Worksheet Report (DC4-544C) daily from the institution affected until outbreak has resolved in accordance with Procedure 401.001, *Infection Control Manual*.
DEL-IC-07 Department of Health (DOH) Daily Infectious Disease Outbreak Report	Every business day by 3:00 p.m., E.T., until outbreak is resolved	The Contractor shall provide a Daily Infectious Disease Outbreak Report (DC4-543) to DOH, in accordance with Infection Control Manual.
DEL-IC-08 Summary of Infection Control Investigation Report	Within seven (7) calendar days of outbreak end	The Contractor shall provide a Summary of Infection Control Investigation Table V Report (DC4-539A) within seven (7) days of an outbreak being resolved by the affected institution, following the Infection Control Manual.

Report	Due Date	Description
DEL-IC-09 Summary Tuberculosis INH Information Report	Within three (3) business days of an applicable inmate's EOS	The Contractor shall provide a Tuberculosis INH Health Information Summary Report (DC4-758) for those inmates who EOS on TB medications and completed before EOS by each institution, and per HSB 15.03.18.
DEL-IC-10 Bloodborne Pathogen Exposure Report	Within 24 hours of exposure	The Contractor shall provide Inmate Bloodborne Pathogen Reports (DC4-799) and Department Staff Bloodborne Pathogen Reports (DC4-798) by each institution, per HSB 15.03.43 and Bloodborne Pathogen Manual
DEL-IC-11 Inmate Tuberculosis (TB) Suspects and Tuberculosis (TB) Cases Reporting	Within 24 hours of discovery	The Contractor shall provide the required documentation for a TB Suspect or Case for each institution, per the HSB 15.03.18, and local and state laws
DEL-UM-01 Daily UM Report	Each business day by 4:00 p.m., E.T.	1) Narrative summary report for Community Hospital Admissions in MS Word format – The report shall be completed as formatted and the narrative summary section shall include the following elements: Inmate Name, DC Number, Age, Institution, Admitting Hospital, Admitting Diagnosis, significant labs and imaging results and Plan of treatment. Daily chronological updates to include; Date, Vital Signs, intensity of service, significant labs, pathology results, procedures done and discharge planning. Cases to be removed from the report post discharge. 2) Inpatient Admissions Report in Excel format – The report shall include: Sending Institution, Inmate Name, DC Number, DOB, Age, Admitting Diagnosis, Discharge Diagnosis, Hospital Name, Admission Reason Self Harm or Assault Y/N, Length of Stay and Bed Type Days. The report shall have cumulative data to end on the last of the month. 3) Emergency Room Utilization in Excel format – The report shall include the following elements: Event date & time, Sending Institution, Inmate Name, DC Number, DOB, Age, Institution Diagnosis, Hospital Admission Status Y/N, Event Reason Self Harm or Assault Y/N. 4) Outpatient services in Excel format – The report shall include the following elements, and will be updated daily and in an ongoing Calendar Year format: Inmate name, DC Number, Date of Birth, Age, Requesting Institution, Date of request, Date received in Utilization

Report	Due Date	Description
		Management, Date completed in Utilization Management, Appointment Date, Specialty Type, Acuity of Referral, Status of Referral (approved/ATP), Diagnosis Description, Procedure Description, Provider, and Authorization Number.
DEL-UM-02 Monthly UM Report	By the 10th business day each month (for the prior month)	1) Identification of new cancer patients referred and received at RMC. The report will include the following elements; Inmate Name, DC Number, D.O.B., Age, Institution, Date of Biopsy, Reference Laboratory, Specimen type, Pathology Diagnosis and the plan of care. 2) Inmate procedures report by DRG/CPT Coding, by facility, by provider 3) Inpatient Report to include, Inpatient Totals by Hospital, Number of Admissions, Number of Days, Average Length of Stay and Diagnostic Grouping Descriptions.
DEL-UM-03 Quarterly UM Report	10th business day of January, April, July, and October reflecting information from the previous calendar quarter	1) Report identifying readmissions to a community hospital within 30 days of hospital discharge. The report will include the following elements: Inmate name, DC number, D.O.B., Age, Discharge Diagnosis Description, Hospital Name, Date of Discharge, Readmission Diagnosis Description, Readmission Hospital Name, Length of Stay, and Readmission Date of Discharge. 2) Identification of outliers, Variance/Variability based on DRG to Length of Stay. 3) Identification of Patterns of Prescribing and Trends Analysis. 4) Data Cost Analysis of services provided and comparative data for indicators measured with the goal of cost containment. 5) Cost per Day – Inpatient Hospital, Inpatient at RMC, Infirmary Care. 6) Cost per Surgical Case and/or Surgical Procedure. 7) Cost by Diagnostic Codes, Provider, Facility, Region, and Inmate. 8) Summary report of Unauthorized/Disapproved Claims with explanation.
DEL-QM-01 Regional Quarterly Reviews	20th calendar day of the month following the end of the quarter (for the prior quarter)	Utilizing Form DC4-512C or an approved form, the team will prepare a quarterly summary that reflects the findings and initiatives made for improvements. This summary shall be submitted to the Central Office QM Coordinator by the 20th day

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

Report	Due Date	Description
		not limited to, treatment room, infirmary, TCU, CSU, etc. All occurrences, at a minimum, will require a nursing evaluation (Level 1 Intervention). All suicide attempts, at a minimum, will require notification of a medical Clinician (Level 3 Intervention).
DEL-QM-08 Sentinel Event Reporting	Within three (3) business days of the occurrence	Reportable Sentinel Events-will require the completion of a DC4-690A Occurrence Report. Only Sentinel Events that occur under the direct supervision of health services or health service personnel in accordance with HSB 15.09.08, *Risk Management Program*
DEL-PS-01 Consultant Pharmacist of Record	Within 30 days of the Contract's Effective Date	List of each institution's Consultant Pharmacist of Record and their phone number
DEL-PS-02 Policy and Procedure Manual for Pharmaceutical Operations	Within 30 days of the Contract Execution	Before offering services, the Contractor shall provide a policy and procedure manual to all participating Department institutions/facilities, the Contract Manager, and the Chief of Pharmaceutical Services.
DEL-PS-03 Monthly Consultant Pharmacist Inspection Report	10th business day of each month (for the previous month)	Copy of the Monthly Consultant Pharmacist Inspection for each facility which is licensed by the State of Florida, Department of Health and/or the Board of Pharmacy.
DEL-PS-04 Annual Manual Review Log	Annually, on January 15th	Verification of annual review of the Department's Policy and Procedure Manual for Pharmaceutical Operations by each employee
DEL-PS-05 Pharmacy Permits	Day of Transition	Contractor must provide a copy of their State of Florida MQA Board of Pharmacy Permit and United Stated DEA Controlled Substance Permit.
DEL-MHS-01 Mental Health Emergency Report	10th business day of each month (for the prior month)	A monthly report that includes mental health emergencies, incidents of self-harm behavior, admissions/discharges from inpatient units, and admissions/discharges from infirmary care for inmates on Self-Harm Observation Status.
DEL-MHS-02 Inmate Request/Staff Referral Log	10th business day of each month (for the prior month)	A monthly report (DC4-781H) that includes inmate requests and staff referrals.
DEL-MHS-03 Self-Injury Summary Evaluation	Prior to discharge from SHOS or referral to a higher level of	A written mental health summary evaluation in a format designated by the FDC Chief of Mental Health Services for all inmates who engage in self-

Report	Due Date	Description
	care, per Procedure 404.001.	injurious behaviors that result in transportation to an outside medical facility.
DEL-IDC-01 On-Call Dentist List	Provided each week for the following week	The Contractor will provide a Dentist on-call list to each Institutional medical department in the event a Dentist should need to be contacted when an emergent/urgent dental situation arises and no Dentist is available at the Institution. When needed, the Contractor must ensure that an on-call Dentist can travel to another institution if that institution's Dentist is unavailable to cover call.
DEL-SDC-01 Monthly Dental UM Report	10th business day of each month (for the prior month)	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.
DEL-SDC-02 Monthly Dental Alternative Action Report	10th business day of each month (for the prior month)	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.
DEL-EMR-01 Support Plan	15 days after the Contract's Effective Date	This plan should include, but not be limited to, System Overview, Support Procedures for System Issues & Maintenance, Communication Matrix & Escalation Procedures, Support Roles Matrix, Equipment Repair and Warranties (if any), Data Administration, Interface Administration, Configuration and Change Management, Business Continuity, Disaster Recovery Procedures, and any appendix documentation.

IV. COMPENSATION

A. Payment

The Department will compensate the Contractor for services as specified in Section III., SCOPE OF SERVICE, as delineated below:

Compensation under this Contract shall consist of two (2) components: reimbursement of actual expenses (Reimbursable Expenses); and a percentage of actual expenses to cover administrative expenses (Administrative Fee). The combined amount of reimbursement for these two (2) components shall not exceed $421,000,000 for services rendered in fiscal year 2022/2023 (Compensation Cap). Expenses may be paid across fiscal years. If, based on its projections, the Contractor believes an increase in the Compensation Cap is required to cover Reimbursable Expenses anticipated in fiscal year 2022/2023, it may submit a request for an increase in writing, along with supporting documentation, to the Contract Manager no later than August 31, 2021, unless a later date is approved in writing by the Contract Manager. If requested by the Contractor, the Department agrees to submit a Legislative Budget Request

(LBR) for additional funding for fiscal year 2022/2023 to cover the requested increase, including an inflationary increase in healthcare expenses.

The Department agrees to continue to work collaboratively with the Contractor to ensure that costs are contained, to the extent possible, while continuing to provide appropriate healthcare services to the inmate population. If changes in healthcare standards, based on new litigation changing community standards, or force majeure events substantially impact the Contractor's cost, the Department will work with the Contractor on a plan and approach and implement through a formal Contract amendment.

The Department has increased the number of S-3 institutions and the S-3 population at identified facilities. The cost associated with the increased services to support these mission changes has been offset by the closure of Taylor Correctional Institution Annex and Gulf Correctional Institution Annex. If the Department intends to re-open one or both of these facilities, due to the impact on the Contractor's cost, the Department will work with the Contractor on a plan and approach to reduce costs elsewhere or increase the Compensation Cap to cover the Contractor's increased cost through a formal Contract amendment.

1. Reimbursable Expenses

   The Contractor shall be reimbursed for actual expenses incurred under this Contact, unless otherwise excluded herein or prohibited by Florida Statute, State Expenditure Guidelines, or other rules and policies of the State.

   Reimbursable expenses include:
   - Salaries, wages and benefits for all staff assigned to this Contract, (bonuses and cost of living or general increases require prior written approval from the Department) including institutional staff and statewide/regional oversight staff;
   - Inpatient and outpatient hospital expenses;
   - Physician's fees;
   - Therapeutic and diagnostic ancillary services;
   - Health care supplies and office supplies;
   - Medical equipment, with prior approval from the Department;
   - Computer equipment, with prior approval from the Department;
   - Medical equipment and computer repairs;
   - Equipment including laptops, tablets, and other electronic devices to access the EMR system;
   - Cost of licensing, software, and services to support the maintenance of the EMR system;
   - Pharmacy Permits & Licenses;
   - Employee health and dental coverage, for employees directly supporting the Contract;
   - Premium costs of insurance, in accordance with Section VIII., J.;
   - Non-formulary and emergency medications and therapeutics (excluding DAAs and therapies used to treat HIV). The Department may elect to pay for medication ordered through the pharmaceutical wholesaler directly; however, expenditures for non-formulary medications will be considered part of the Compensation Cap, whether paid for by the Contractor or the Department, up to $2,000,000 annually;
   - Background checks;
   - Regional office costs, when in direct support of this Contract, including but not limited to rent and utilities; and
   - Costs associated with the lease of medical exam rooms and office space at Florida medical facilities, with prior approval from the Department.

2. Administrative Fee

   The Contractor shall be compensated an administrative fee to cover corporate support costs including, but not limited to, oversight of recruiting, human resources, clinical operations/utilization management, payroll, and information technology. This Administrative Fee shall be calculated at 11.5% of the Reimbursable Expenses outlined in Section IV., A., 1., excluding the following:
   - Medical equipment;
   - Computer equipment;
   - Pharmacy Permits & Licenses;
   - Non-formulary and emergency medications and therapeutics;
   - Background checks; and
   - Premium costs of insurance.

   Other costs included in the Administrative Fee:
   - Corporate office rents and facility cost;
   - Corporate office supplies and maintenance;
   - Corporate office telephone;
   - Corporate office equipment and cell phones;
   - Employee living/moving expenses;
   - Employee travel;
   - Contract monitoring costs;
   - Profit;
   - Required professional or non-professional education/training required for staff to perform their duties;
   - Costs incurred as a result of Contractor's staff attending orientation and training, not required by the Department or required by this Contract, including any wages paid; and
   - Litigation costs, expenses, and fees.

1. Invoice Adjustments: Credit memos will be issued by the Contractor for adjustments to include, but not be limited to, the following:

   - Costs for statewide FDC contract monitoring staff salaries, fringe/benefits, and travel expenditures, not to exceed $2,000,000 annually.
   - Reimbursements received from the fee schedule for services at Reception and Medical Center (RMC) Hospital from Private Correctional Facilities. Currently, the Department has an established fee schedule for services provided by RMCH/Institution to inmates housed at private prisons managed by the DMS. The Contractor shall be entitled to reimbursement for services provided to inmates housed at private prisons, operated by DMS, following this fee schedule. The fee schedule will be reviewed at least annually, but not more than semi-annually, by the Department and the Contractor. The Department shall approve all fees. Costs for non-Centurion inmates (not included in the RMC fee schedule) while at the RMCH or an Outside Hospital will not be billed to FDC but will be submitted directly to the private vendor. If the Contractor is not paid timely by the Private Correctional Facility operators, the Contractor will notify the Department who will liaison with DMS to facilitate payment for the Contractor's services.

Payment shall be subject to the timely submission and acceptance of all deliverables outlined in Section III.

B. MyFloridaMarketPlace

1. Transaction Fee Exemption

The State of Florida has instituted MyFloridaMarketPlace, a statewide eProcurement System ("System"). Pursuant to Section 287.057(22), F.S., all payments shall be assessed a Transaction Fee, which the Contractor shall pay to the State, unless otherwise exempt pursuant to Rule 60A-1.031, 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-1.031(3), F.A.C.

2. Vendor Substitute W-9

The Florida Department of Financial Services requires 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. The Florida Department of Financial Services is ready to assist vendors with additional questions. Vendors may contact their Customer Service Desk at 850-413-5519 or FLW9@myfloridacfo.com.

3. MyFloridaMarketPlace Vendor Registration

All vendors are required to maintain an active registration with the State of Florida. Registration can be completed online at http://vendor.myfloridamarketplace.com. For assistance, contact the MyFloridaMarketPlace Customer Service Desk at vendorhelp@myfloridamarketplace.com or 1-866-352-3776.

C. Submission of Invoice(s)

The Contractor agrees to request compensation on a periodic basis for services rendered through submission to the Department of properly completed invoices covering all institutions/facilities serviced. The Contractor shall submit separate invoices for staffing costs, medical claims cost and all other costs. The invoice for staffing costs will be submitted bi-weekly based upon the payroll processing cycle. The invoices for medical claims cost will be submitted bi-weekly and all other costs will be submitted monthly within 15 calendar days following the end of the month. The 11.5% administrative fee will be applied separately to each invoice submitted for eligible costs. The Contractor shall submit invoices pertaining to this Contract to the Department's Contract Manager. Invoices will be reviewed and approved by the Department's Contract Manager and then forwarded to the Bureau of Finance & Accounting 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.

Invoices will be considered for payment once received, reviewed, and approved by the Contract Manager, which shall be no more than 30 calendar days from the date of receipt of

the invoice, and all supporting documentation, by the Department's Contract Manager. If the Department's Contract Manager identifies an issue with the Contractor's invoice or a bona fide dispute, the 30 calendar-day timeframe will be suspended until the Contractor resolves the issue or provides all requested information necessary to certify the invoice for payment.

D. Supporting Documentation for Invoice

Invoices must be submitted in detail sufficient for a proper pre-audit and post-audit thereof.

Invoices will only be approved after receipt of the following supporting documentation:

1. Payroll register documenting the employee-based cost, overtime, on call, and shift differential cost per employee per institution along with proof of payment. Time sheets may be required upon request by the Department.

2. Invoices for payroll benefits such as health insurance, dental insurance, workers' compensation, unemployment compensation along with proof of payment such as cancelled checks or EFT report.

3. System-generated disbursement registers and supporting documentation (such as CMS-1500 claim forms and proof of payment) will be provided for all medical claims unless specifically directed otherwise by the Department in writing.

4. System-generated disbursement registers will be provided for all other allowable expenditures. Supporting invoices and proof of payment will be supplied upon the request of the Department.

E. Official Payee

The name and address of the official payee to whom payment shall be made is as follows:

Centurion of Florida, LLC
P.O. Box 956883
St. Louis, MO 63195-6883

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) business days to inspect and approve the goods and services and associated invoice, unless this Contract specifies otherwise. The Department has 20 calendar days to deliver a request for payment (voucher) to the Florida Department of Financial Services. The 20 calendar 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 40 calendar days, a separate interest penalty, as specified in Section 215.422, F.S., 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 35-day time period to Health Care Contractors, as defined by Rule. Interest penalties of less than $1.00 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 non-claim or litigation-related payment relating to inmates and/or Contractor employees to the Department no more than 45 calendar 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. All invoices for inmate and Contractor employee claims must be submitted no more than 425 days after the expiration of this Contract.

L. Vendor Ombudsman

A Vendor Ombudsman has been established within the Florida 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 Florida Department of Financial Services at (850) 413-5516.

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 or by phone at (850) 413-5517.

N. Subcontract Approval

As stipulated in Section VIII., N. Subcontracts, no payment shall be made for services to the Contractor prior to the approval of the subcontract, in writing, by the Department. Subcontracts include, but are not limited to hospitals, ambulance services, x-rays services, lab services, specialty care providers, surgery centers, and any other type of consultant service.

V. CONTRACT MANAGEMENT

A. Department's Contract Manager

The Department's Contract Manager for this Contract will be:

Frank Dichio, Operations Manager
Bureau of Health Services Administration
Office of Health Services
Florida Department of Corrections
501 South Calhoun Street
Tallahassee, Florida 32399-2500
Telephone: (850) 717-3289
Fax: (850) 922-6015
Email: Frank.Dichio@fdc.myflorida.com

The Department's 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 Department's Contract Administrator to process all amendments, renewals, and terminations 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 Department's Contract Manager may delegate the following functions to the Department's Local Contract Coordinator or Office of Health Services Contract Monitoring Coordinator:

1. Verify receipt of deliverables from the Contractor;
2. Monitor the Contractor's performance; and
3. Review, verify, and approve invoices from the Contractor.

The Department's Local Contract Coordinator for this Contract will be:

Condelia Ward, Operations Review Specialist
Bureau of Health Services Administration
Office of Health Services
Florida Department of Corrections

501 South Calhoun Street
Tallahassee, Florida 32399-2500
Telephone: (850) 717-3265
Fax: (850) 922-6015
Email: Condelia.Ward@fdc.myflorida.com

B. Department's Contract Administrator

The Department's Contract Administrator for this Contract will be:

Contract Administrator
Bureau of Procurement
Florida Department of Corrections
501 South Calhoun Street
Tallahassee, Florida 32399-2500
Telephone: (850) 717-3681
Fax: (850) 488-7189

The Department's Contract Administrator will perform the following functions:

1. Maintain the official Contract Administration file;
2. Process all Contract amendments, renewals, and termination of the Contract; and
3. Maintain the official records of all formal correspondence between the Department and the Contractor provided by the Department's Contract Manager for filing in the Contract Administration file.

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:

Steven Wheeler, CEO
Centurion of Florida, LLC
1593 Spring Hill Road, Suite 610
Vienna, Virginia 22182
Telephone: (703) 7494600
Fax: (703) 749-1630
Email: swheeler@centurionmcare.com

D. Contract Management Changes

After execution of this Contract, any changes in the information contained in Section V., CONTRACT MANAGEMENT, will be provided to the other party, in writing, and a copy of the written notification shall be maintained in the official Contract record.

VI. CONTRACT MODIFICATION

Unless otherwise stated herein, modifications to the provisions of this Contract, with the exception of Section III., Q., 2., Add/Delete Institutions/Facilities for Services; Section IV., C., Submission of Invoice(s); Section IV., D., Supporting Documentation for Invoice; and Section V., 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 Contract.

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 if the change affects the cost or time of performance. Equitable adjustments may be made due to, by way of example only, change in the standard of care, treatment modalities, pharmacy costs, patient base, consent or court orders that materially impact the cost of providing services to the Contractor. 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 30 calendar days in advance of any Department required changes to the technical specifications or Scope of Services in Section III that affect the Contractor's ability to provide the service as specified herein. Any changes other than purely administrative changes will require a formal Contract Amendment.

B. Other Requested Changes

In addition to changes pursuant to Section VI., 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 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, Section III, is approved, in writing, and implemented.

If the parties are unable to negotiate an agreed-upon increase or decrease in rate or reimbursement, the Department and the Contractor shall mutually determine what the resultant change in compensation should be, based upon the changes made to the Scope of Services, Section III.

VII. TERMINATION

A. Termination at Will

This Contract may be terminated by the Contractor upon no less than 120 calendar days' notice and upon no less than 60 calendar days by the Department, 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 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, which is left uncured after the expiration of 30 days' written notice by the Department, the Department may, by written notice to the Contractor, terminate this Contract upon 24 hours' notice. Notice shall be delivered by certified mail (return receipt requested), by other method of delivery whereby an original signature is obtained, or in-person with proof of delivery. If applicable, the Department may employ the default provisions in Chapter 60A-1, F.A.C. 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.

E. 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). To affect this smooth transition, small wares will be returned to the Department as identified. This includes, but is not limited to, the timely provision of all contract-related documents and information, not otherwise protected from disclosure by law to the replacing party.

VIII. CONDITIONS

A. Records

1. Public Records Law

The Contractor agrees to: (a) keep and maintain public records required by the Department in order to perform the service; (b) upon request from the Department's custodian of public records, provide the Department with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided by law; (c) ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the Contract if the Contractor does not transfer the records to the Department; and (d) upon completion of the Contract, transfer, at no cost, to the Department all public records in possession of the Contractor or keep and maintain public records required by the Department to perform the service. If the Contractor transfers all public records to the Department upon completion of the Contract, the Contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the Contractor keeps and maintains public records upon completion of the Contract, the Contractor shall meet all applicable requirements for retaining public records. All records stored

electronically must be provided to the Department, upon request from the Department's custodian of public records, in a format that is compatible with the information technology systems of the Department. Pursuant to §287.058(1)(c), F.S., the Department is allowed to unilaterally cancel the Contract for refusal by the Contractor to allow public access to all documents, papers, letters, or other material made or received by the Contractor in conjunction with the Contract, unless the records are exempt from §24(a) of Art. I of the State Constitution and either §119.07(1), F.S., or §119.071, F.S.

If the Contractor has questions regarding the application of Chapter 119, Florida Statutes, to the Contractor's duty to provide public records relating to this Contract, contact the custodian of public records at:

Florida Department of Corrections
ATTN: Public Records Unit
501 South Calhoun Street
Tallahassee, Florida 32399-2500
Telephone: (850) 717-3605
Fax: (850) 922-4355
Email: CO.PublicRecords@fdc.myflorida.com

2. Audit Records

   a. The Contractor agrees to maintain books, records, and documents (including electronic storage media) following generally accepted accounting procedures and practices.

   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 following termination of the Contract. The Contractor shall maintain complete and accurate record-keeping and documentation as required by the Department and the terms of this Contract. Copies of all records and documents shall be made available for the Department upon request. All invoices and documentation must be clear and legible for audit purposes. All documents must be retained by the Contractor at the address listed in Section IV., C., Contractor's Representative, or the address listed in Section III., D., Official Payee, for the duration of this Contract. Any records not available at the time of an audit will be deemed unavailable for audit purposes. Violations will be noted and forwarded to the Department's Inspector General for review. All documents must be retained by the Contractor at the Contractor's primary place of business for a period of seven (7) years following termination of the Contract, or, if an audit has been initiated and audit findings have not been resolved at the end of seven (7) years following termination of the Contract, 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 10 days if/when the records are moved to a new location.

B. State Objectives

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 subcontractors 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 to the Contract Manager.

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://www.dms.myflorida.com/agency_administration/office_of_supplier_diversity_osd.

Diversity in Contracting documentation should identify any participation by diverse contractors and suppliers as prime contractors, subcontractors, vendors, resellers, distributors, or such other participation as the parties may agree. Diversity in Contracting documentation shall include the timely reporting of spending with certified and other minority/service-disabled veteran business enterprises. Such reports must be submitted at least monthly and include the period covered, the name, minority code and Federal Employer Identification Number 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. 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 the Contractor's explanation of its company's hazardous waste plan and shall explain in detail its handling and disposal of this waste.

3. Prison Rehabilitative Industries and Diversified Enterprises (PRIDE)

The Contractor agrees that any articles which are the subject of, or are required to carry out this Contract, shall be purchased from PRIDE, identified under Chapter 946, F.S., in the same manner and under the procedures set forth in Sections 946.515(2) and (4), F.S. The Contractor shall be deemed to be substituted for the Department in dealing with PRIDE, for the purposes of this Contract. This clause is not applicable to subcontractors, unless otherwise required by law. Available products, pricing, and delivery schedules may be obtained.at https://www.pride-enterprises.org.

4. 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, F.S., in the same manner and under the same procedures set forth in Sections 413.036(1) and (2), F.S.; 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.

C. Prison Rape Elimination Act (PREA)

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

D. 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, F.S.

E. 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 Centurion of Florida, LLC and the Florida Department of Corrections." If the sponsorship reference is in written material, the words "Florida Department of Corrections" shall appear in the same size letters or type as the name of the organization.

F. Employment of Department Personnel

The Contractor shall not knowingly engage, employ, or utilize, 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, F.S.

G. 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.

H. 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.

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, contempt of court proceedings resulting from the Contractor's actions, 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. Amounts expended by Contractor to indemnify, defend, or hold harmless the Department, including without limitation, attorney's fees and costs, are not subject to reimbursement under this Contract.

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, F.S., 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, F.S., are available to pay claims against the State in accordance with Section VIII., I., Indemnification for Contractors Acting as an Agent of the State.

The Contractor shall maintain, the established levels of insurance as shown below for Workers' Compensation, Professional Liability, Comprehensive General Liability and Property Insurance. The Contractor is responsible for self-insured retention costs regarding litigation and therefore these expenses are not reimbursable as described under Section IV.A.1.

- Workers' Compensation: statutory
- Professional Liability: $2,000,000 per occurrence and $6,000,000 in the aggregate annually
- Comprehensive General Liability: $2,000,000 per occurrence and $6,000,000 in the aggregate annually

Insurance certificate shall identify the Contract and contain provisions that coverage afforded under the policies shall not be canceled, terminated or materially altered. All insurance certificates will provide coverage to the Department as an additional insured.

Upon the execution of this Contract, the Contractor shall furnish the Department's 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.

The Contractor shall ensure that all subcontractors performing healthcare services under this Contract meet the insurance requirements listed in this Section. If a subcontractor is unable to meet these requirements, an exception may be requested, in writing, to the Department's Contract Manager. Centurion must receive approval, in writing, from the Department's Contract Manager prior to execution of a subcontract.

K. Independent Contractor Status

The Contractor shall be considered an independent contractor in the performance of its duties and responsibilities under this Contract. 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 a joint venture between the parties.

L. Disputes

Any dispute concerning performance of this Contract shall be resolved informally by the Department's Contract Manager. Any dispute that cannot be resolved informally shall be reduced to writing and delivered to the Department's Health Services Director. The Department's Health Services Director shall decide the dispute, reduce the decision to writing, and deliver a copy to the Contractor, the Department's Contract Manager, and the Department's Contract Administrator.

M. 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 that are 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 Florida Department of State for the exclusive use and benefit of the State. Pursuant to Section 286.021, F.S., no person, firm or corporation, including parties to this Contract, shall be entitled to use the copyright, patent, or trademark without the prior written consent of the Florida 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 the Contract shall become the exclusive property of the Florida Department of State 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 save 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 unpatented 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 noninfringing. (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.

N. 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 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) business days after receipt of full or partial payments from the Department, in accordance with Section 287.0585, F.S. It is understood and agreed that the Department shall not be liable to any subcontractor for any expenses or liabilities incurred under the subcontract and that the 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) business days will result in a penalty to be paid by the Contractor to the subcontractor in the amount of 0.5% 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 15% of the outstanding balance due.

O. Assignment

The Contractor shall not assign its responsibilities or interests under this Contract to another party without prior written approval of the 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.

P. 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, fire, explosions, earthquakes, floods, water, wind, lightning, civil or military authority, acts of public enemy, war, riots, civil disturbances, insurrections, pandemics, strikes, or labor disputes.

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, F.S., 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 III., P., Communications, and Section V., 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 V., 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.

U. Florida Department of State Licensing Requirements

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

V. Scrutinized Companies Lists

The Contractor certifies they are not listed on the Scrutinized Companies that Boycott Israel List, created pursuant to Section 215.4725, F.S., and they are not currently engaged in a boycott of Israel. If the Contract exceeds $1,000,000.00 in total, not including renewal years, the Contractor certifies that they are not listed on either 1) the Scrutinized Companies with Activities in Sudan List, or 2) the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List created under Sections 215.473, F.S., and 215.4725, F.S., and further certifies they are not engaged in business operations in Cuba or Syria, as stated in Section 287.135(2)(b)2, F.S. Pursuant to Sections 287.135(5), F.S., and 287.135(3), F.S., the Contractor agrees the Department may immediately terminate the Contract for cause if the Contractor is found to have submitted a false certification or if the Contractor is placed on the Scrutinized Companies with Activities in Sudan List, the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, the Scrutinized Companies that Boycott Israel List, or is engaged in a boycott of Israel, or has engaged in business operations in Cuba or Syria during the term of the Contract. Any company that submits a bid or proposal for a

Contract, or intends to enter into, or renew a Contract with an agency or local governmental entity for commodities or services, of any amount, must certify that the company is not participating in a boycott of Israel.

W. 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.

X. 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.

Y. 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 B**, Business Associate Agreement, as part of this Contract.

Z. 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.

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

BB. Cooperation with Inspector General

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

CC. Performance Guarantee

The Contractor shall furnish the Department with a Performance Guarantee in the amount of thirty-seven million, five hundred thousand dollars ($37,500,000.00) that shall be in effect for the initial term of the Contract. The form of the guarantee shall be a bond, cashier's check, or money order made payable to the Department. The guarantee shall be furnished to the Contract Manager within 10 days of the Contract's Effective Date. No payments shall be made to the Contractor until the guarantee is in place and approved by the Department in writing.

Based upon Contractor performance after the initial term 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.

DD. Cooperation with the Florida Senate and the Florida House of Representatives

In accordance with Florida law, the Contractor agrees to disclose any requested information, relevant to the performance of this Contract, to members or staff of the Florida Senate or the Florida House of Representatives, as required by the Florida Legislature. The Contractor is strictly prohibited from enforcing any nondisclosure clauses conflictive with this requirement.

REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK

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.

IN WITNESS THEREOF, the parties hereto have caused this Contract to be executed by their undersigned officials as duly authorized.

CONTRACTOR:
CENTURION OF FLORIDA, LLC

SIGNED BY: _____

NAME: Steven Wheeler

TITLE: Chief Executive Officer

DATE: 3/18/2021

FEIN: 81-0687470

FLORIDA DEPARTMENT OF CORRECTIONS

SIGNED BY: _____

NAME: Mark S. Inch

TITLE: Secretary

DATE: 3/22/21

Approved as to form and legality, subject to execution.

SIGNED BY: _____

NAME: Dorothy Burnsed

TITLE: Deputy General Counsel

DATE: 3/19/21

CONTRACTOR'S STAFF QUALIFICATIONS

Physician:

- Must be licensed as a Physician pursuant to Chapter 458, F.S. or Chapter 459, F.S.; must hold a clear, active, unrestricted license to practice medicine and surgery in the state of Florida.
- Possess and maintain current certification from the American Heart Association in Basic Life Support or higher.
- Must clear security background check.
- Demonstrate fluency in English with good verbal communication and documentation skills.
- Ability to establish and maintain effective working relationship with others.
- Ability to document all findings legibly, to make accurate diagnosis in medical professional terminology and to make sound and logical decision in treatment plan.
- Ability to interpret laboratory test results, EKG. Ability to read and interpret X-ray and other radio-imaging digital pictures.
- Ability to perform complete physical appraisal of patient, making diagnosis and manage the patient accordingly; follow up visit will be ordered as deemed appropriate.
- Ability to establish a strong doctor-patient report to promote mutual trust, which will result in better patient compliance with treatment plan.
- Willingness to collaborate with other health care members, colleagues, nursing staff and correctional staff to meet the needs of the patients.
- Be familiar with Department's Rule, Policies and Procedures, HSBs and Florida Statute related to Public Health and Medical Practice.

Advanced Practice Registered Nurse (APRN):

- Certification as an APRN, pursuant to Chapter 464, F.S., and in accordance with Chapter 64B9-4, F.A.C
- Possess and maintain current certification from the American Heart Association in Basic Life Support.
- Must pass security background checks.
- Ability to communicate effectively and to document legibly in patients' medical record.
- Ability to establish and maintain effective working relationship with others.
- Ability to perform complete physical appraisals of patients, to recognize and manage any abnormal findings as prescribed under medical protocol.
- Ability to order diagnostic tests and evaluate the results.
- Ability to perform uncomplicated surgical procedures
- Ability to prescribe and administer medications within protocol established mutually with the supervising Physician and in conformance with the specialized certification.
- Meet all substance prescribing regulations allowed in Chapter 499, F.S.

Physician Assistant (PA):

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

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

- A Bachelor of Science in nursing, or health services administration, or a related field. (Additional qualifying experience performing a full range of duties as a nursing supervisor in a health care organization/facility with 20 or more full-time subordinate nurses may be substituted for the required education on a year for year basis.)
- Five (5) years of professional clinical nursing experience in a medical setting, two (2) of the years in a correctional health care setting, and at least three (3) years of which must have been in an administrative or supervisory capacity in a health care organization/facility with 20 or more full-time subordinate Licensed Nurses.

Regional Nursing Director; Director of Nursing:

- A Bachelor of Science in nursing or health services administration or a related field. (Additional qualifying experience performing a full range of duties as a nursing supervisor in a health care organization/facility with 20 or more full-time subordinate nurses may be substituted for the required education on a year for year basis.)
- Four (4) years of professional clinical nursing experience in a medical setting, one-year correctional health care setting, and two (2) years of which must have been in an administrative or supervisory capacity in a health care organization/facility with 20 or more full-time subordinate Licensed Nurses.

Institutional Director of Nursing

- Bachelor's degree from an accredited college or university with a major in nursing can substitute for one year of the required experience. A master's degree from an accredited college or university in nursing can substitute for two (2) years of the required experience.
- Three years of professional nursing experience with one year administrative or supervisory capacity in a health care organization/facility with 5 or more full-time subordinate Licensed Nurses may be substituted for the required education on a year for year basis.

RN Supervisor:

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

RN (Oncology, Dialysis, etc.):

- A bachelor's degree from an accredited college or university with a major in nursing or a related field can substitute for one year of the required general professional nursing experience. A master's degree from an accredited college or university in nursing, nursing education, public health, or a related field can substitute for two (2) years of the required general professional nursing experience.
- Three (3) years of professional nursing experience with one (1) year of experience in specialty field.

Registered Nurse (RN):

- All RN positions shall have and maintain a valid Florida Registered Professional Nurse License in accordance with Chapter 464, F.S., or be eligible to practice nursing, in accordance with Chapter 64B9-3.003, F.A.C.
- Must possess, at a minimum, an Associate's Degree Nursing.
- One (1) year of professional nursing experience or a bachelor's degree from an accredited college or university with a major in nursing.

Licensed Practical Nurse (LPN):

- Vocational Nurse Certificate and IV Certification.

- One (1) year of experience in providing practical nursing services including phlebotomy experience.
- LPN shall have and maintain valid Florida License as a practical nurse, in accordance with Chapter 464, F.S., or be eligible to practice nursing, in accordance with Rule 64B9-3.003, F.A.C.

Certified Nursing Assistant (CNA):

- Certified Nursing Assistant Training and High School Diploma or equivalent.
- One (1) year of experience providing direct medical patient care services in public health, medical, hospital, clinic, infirmary, nursing or convalescent home, or correctional or forensic facility or institution.
- Certified Nursing Assistant shall have and maintain a valid Florida Certification as a Certified Nursing Assistant.
- Unlicensed Assistive Nursing Personnel use is restricted to Certified Nursing Assistant ONLY.

All Nursing Positions:

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

Mental Health Director

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

Psychiatric Consultant

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

Regional Mental Health Director

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

Psychological Services Director

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

Psychologist

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

Behavioral Health Specialist

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

Human Services Counselor

- Bachelor's degree from an accredited college or university and two years of professional experience in developmental disabilities, special education, mental health, counseling, guidance, social work, health or

rehabilitative programs. A master's degree from an accredited college or university can substitute for one year of the required experiences.

Psychiatrist

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

Psychiatric APRN

- Clear, active, unrestricted Florida License and certification as a Psychiatric Advanced Practice Registered Nurse (APRN), in accordance with Chapter 464, F.S., and Rule 64B9-4.002, F.A.C.
- Under specific written protocols approved by the supervising Psychiatrist, Psychiatric APRNs may provide outpatient psychiatric services.

Dentist:

- Be licensed to practice Dentistry, pursuant to Chapter 466, F.S.
- Hold a clear, active license to practice Dentistry in the State of Florida.
- Possess and maintain current certification from the American Heart Association in Basic Life Support or higher.
- Clear a security background check.
- Demonstrate fluency in English with good verbal communication and documentation skills.
- Possess the ability to establish and maintain effective working relationship with others.
- Possess the ability to document all findings legibly, to make accurate diagnosis, using professional terminology, and make sound and logical decisions regarding treatment.
- Possess the ability to interpret laboratory test results.
- Possess the ability to read and interpret X-ray and other radio-imaging digital pictures.
- Possess the ability to perform complete dental appraisal of an inmate, formulate a diagnosis, manage and treat the patient accordingly, and develop/order all follow up visits, as appropriate.
- Possess the ability to establish a doctor-patient rapport to promote mutual trust, which will result in better patient compliance with treatment plan.
- Demonstrate willingness to collaborate with other health care members, Physicians, colleagues, nursing staff, and correctional staff, in order to meet the needs of the inmate.
- Become familiar, and demonstrate familiarity with, the Department's Rules, Policies, Procedures, HSBs, and Florida Statute related to Public Health and Dental Practice.

Dental Hygienist

- Hold a clear, active, unrestricted license as a dental hygienist under Chapter 466, F.S.
- Possess and maintain current certification from the American Heart Association in Basic Life Support or higher.
- Clear a security background check.
- Demonstrate fluency in English with good verbal communication and documentation skills.
- Possess the ability to establish and maintain effective working relationship with others.
- Possess the ability to document all findings legibly, to make accurate recommendations, using professional terminology, and make sound and logical decisions regarding treatment.
- Possess the ability to interpret laboratory test results.
- Possess the ability to read and interpret X-ray and other radio-imaging digital pictures.
- Possess the ability to perform complete dental appraisal of an inmate, manage and treat the patient accordingly, and develop/order all follow up visits, as appropriate.
- Possess the ability to establish rapport with the inmate to promote mutual trust, which will result in better patient compliance with treatment plan.

- Demonstrate willingness to collaborate with other health care members, Physicians, colleagues, nursing staff, and correctional staff, in order to meet the needs of the inmate.
- Become familiar, and demonstrate familiarity with, the Department's Rules, Policies, Procedures, HSBs, and Florida Statute related to Public Health and Dental Practice.

BUSINESS ASSOCIATE AGREEMENT

This Business Associate Agreement supplements and is made a part of this Agreement between the Florida Department of Corrections ("Department") and Centurion of Florida, LLC ("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 45 CFR Subpart E, 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.

SERVICE LOCATIONS

Major Institutions

* Indicates a work camp adjacent to an institution.

Region I	
Apalachee Correctional Institution East 35 Apalachee Drive Sneads, Florida 32460-4166	**Apalachee Correctional Institution West** 52 West Unit Drive Sneads, Florida 32460-4165
*** Calhoun Correctional Institution** 19562 SE Institution Drive Blountstown, Florida 32424-5156	*** Century Correctional Institution** 400 Tedder Road Century, Florida 32535-3659
***Franklin Correctional Institution** 1760 Highway 67 North Carrabelle, Florida 32322	**Gadsden Reentry Center** 26380 Blue Star Highway Havana, FL 32333
Gulf Correctional Institution 500 Ike Steele Road Wewahitchka, Florida 32465-0010	***Gulf Correctional Institution Annex** 699 Ike Steel Road Wewahitchka, Florida 32465
*** Holmes Correctional Institution** 3142 Thomas Drive Bonifay, Florida 32425-0190	*** Jackson Correctional Institution** 5563 10th Street Malone, Florida 32445-3144
Jefferson Correctional Institution 1050 Big Joe Road Monticello, Florida 32344-0430	*** Liberty Correctional Institution** 11064 N.W. Dempsey Barron Road Bristol, Florida 32321-9711
Northwest Florida Reception Center 4455 Sam Mitchell Drive Chipley, Florida 32428-3597	**Northwest Florida Reception Center Annex** 4455 Sam Mitchell Drive Chipley, Florida 32428-3597
*** Okaloosa Correctional Institution** 3189 Little Silver Rd. Crestview, Florida 32539-6708	**Quincy Annex** 2225 Pat Thomas Parkway Quincy, Florida 32351-8645
*** Santa Rosa CI** 5850 East Milton Rd. Milton, Florida 32583-7914	**Santa Rosa Annex** 5850 East Milton Rd. Milton, Florida 32583-7914
*** Wakulla Correctional Institution** 110 Melaleuca Drive Crawfordville, Florida 32327-4963	**Wakulla Annex** 110 Melaleuca Drive Crawfordville, Florida 32327-4963
*** Walton Correctional Institution** 691 Institution Road DeFuniak Springs, Florida 32433-1831	
Region II	
*** Baker Correctional Institution** P.O. Box 500, 20706 US 90 W. Sanderson, Florida 32087-0500	*** Baker Re-Entry Center** 17128 U.S. Highway 90 West Sanderson, Florida 32087-2359
*** Columbia Correctional Institution** 216 S.E. Corrections Way Lake City, Florida 32025-2013	**Columbia Correctional Institution Annex** 216 S.E. Corrections Way Lake City, Florida 32025-2013

*** Cross City Correctional Institution** 568 NE 255th Street Cross City, Florida 32628	*** Florida State Prison** 7819 N.W. 228th Street Raiford, Florida 32026-1000
Florida St. Prison West Unit State Road 16 Starke, Florida 32091-0747	*** Hamilton Correctional Institution** 10650 SW 46th Street Jasper, Florida 32052-1360
Hamilton Correctional Institution Annex 10650 S.W. 46th Street Jasper, Florida 32052-1360	*** Lancaster Correctional Institution** 3449 S.W. State Road 26 Trenton, Florida 32693-5641
Lawtey Correctional Institution 7819 N.W. 228th Street Raiford, Florida 32026-2000	*** Madison Correctional Institution** 382 Southwest MCI Way Madison, Florida 32340-4430
Mayo Correctional Institution Annex 8784 US Highway 27 West Mayo, Florida 32066-3458	**Putnam Correctional Institution** 128 Yelvington Road East Palatka, Florida 32131-2112
***Reception and Medical Center** P.O. Box 628 Hwy 231 Lake Butler, Florida 32054-0628	**Reception and Medical Center West** 8183 SW 152nd Loop P.O. Box 628 Lake Butler, Florida 32054-0628
***Suwannee Correctional Institution** 5964 U.S. Highway 90 Live Oak, Florida 32060	**Suwannee Correctional Institution Annex** 5964 U.S. Highway 90 Live Oak, Florida 32060
*** Tomoka Correctional Institution** 3950 Tiger Bay Road Daytona Beach, Florida 32124-1098	***Taylor Correctional Institution** 8501 Hampton Springs Road Perry, Florida 32348-8747
Taylor Correctional Institution Annex 8501 Hampton Springs Road Perry, Florida 32348	**Union Correctional Institution** 7819 N.W. 228th Street Raiford, Florida 32026-4000
*** New River Correctional Institution** 8000 NW 80yh Place Raiford, Florida 32083	
Region III	
*** Avon Park Correctional Institution** P.O. Box 1100 County Road 64 East Avon Park, Florida 33826-1100	**Central Florida Reception Center** 7000 H C Kelley Rd Orlando, Florida 32831-2518
Central Florida Reception Center East 7000 H C Kelley Road Orlando, Florida 32831-2518	**Central Florida Reception Center South** 7000 H C Kelley Road Orlando, Florida 32831-2518
*** DeSoto Annex** 13617 S.E. Highway 70 Arcadia, Florida 34266-7800	**Florida Women's Reception Center** 3700 NW 111th Place Ocala, Florida 34482-1479
*** Hardee Correctional Institution** 6901 State Road 62 Bowling Green, Florida 33834-9505	**Hernando Correctional Institution** 16415 Springhill Drive Brooksville, Florida 34604-8167
Lake Correctional Institution 19225 U.S. Highway 27 Clermont, Florida 34715-9025	*** Lowell Correctional Institution Annex** 11120 NW Gainesville Rd Ocala, Florida 34482-1479

*__Lowell Correctional Institution__ 11120 NW Gainesville Rd Ocala, Florida 34482-1479	*** Marion Correctional Institution** 3269 NW 105th Street Lowell, Florida 32663-0158
*** Polk Re-Entry Center** 10800 Evans Road Polk City, Florida 33868-6925	*** Polk Correctional Institution** 10800 Evans Road Polk City, Florida 33868-6925
*** Sumter Correctional Institution and BTU** 9544 County Road 476B Bushnell, Florida 33513-0667	**Zephyrhills Correctional Institution** 2739 Gall Boulevard Zephyrhills, Florida 33541-9701
Region IV	
Charlotte Correctional Institution 33123 Oil Well Road Punta Gorda, Florida 33955-9701	**Dade Correctional Institution** 19000 S. W. 377th Street Florida City, Florida 33034-6409
Everglades Correctional Institution 1601 S.W. 187th Ave. Miami, Florida 33194-3701	**Homestead Correctional Institution** 19000 S. W. 377th Street Florida City, Florida 33034-6409
Everglades Re-Entry 1601 S.W. 187th Ave. Miami, Florida 33194-3701	*** Martin Correctional Institution** 1150 S.W. Allapattah Road Indiantown, Florida 34956-4397
*** Okeechobee Correctional Institution** 3420 N.E. 168th St. Okeechobee, Florida 34972-4824	**South Florida Reception Center** 14000 NW 41st Street Doral, Florida 33178-3003
South Florida Reception Center : South Unit 13910 NW 41st Street Doral, Florida 33178-3014	

Work Camps, Forestry Camps, and Road Prisons

Region I	
Calhoun Work Camp 19564 SE Inst. Drive Blountstown, Florida 32424-5156	**Century Work Camp** 400 Tedder Road Century, Florida 32535-3659
Franklin Work Camp 1760 Highway 67 North Carrabelle, FL 32322	**Graceville Work Camp** 5230 Ezell Road Graceville, Florida 32440-4289
Gulf Forestry Camp 3222 DOC Whitfield Road White City, Florida 32465	**Holmes Work Camp** 3182 Thomas Drive Bonifay, Florida 32425-4238
Jackson Work Camp 5607 10th Street Hwy 71 North Malone, Florida 32445-9998	**Liberty Work Camp** 11064 NW Dempsey Barron Road Bristol, Florida 32321-0711
Okaloosa Work Camp 3189 Little Silver Road Crestview, Florida 32539-6708	**Santa Rosa Work Camp** 5850 East Milton Road Milton, Florida 32583
Wakulla Work Camp 110 Melaleuca Drive Crawfordville, Florida 32327-4963	**Walton Work Camp** 301 World War II Veterans Lane DeFuniak Springs, Florida 32433-1838

Region II	
Baker Work Camp P.O. Box 500 US 90 E. Sanderson, Florida 32087-0500	**Cross City Work Camp** 568 N.E. 255th Street Cross City, Florida 32628
Columbia Work Camp 216 S.E. Corrections Way Lake City, Florida 32025	**Florida State Prison Work Camp** Post Office Box 800 Raiford, Florida 32083
Gainesville Work Camp 1000 NE 55th Blvd. State Road 26 East Gainesville, Florida 32641-6067	**Hamilton Work Camp** 10650 SW 46th St. Jasper, Florida 32052
Lancaster Work Camp 3449 SW SR 26 Trenton, Florida 32693-5641	**Madison Work Camp** Post Office Box 692 382 SW MCI Way Madison, Florida 32340-4430
RMC Work Camp P.O. Box 628 Lake Butler, Florida 32054	**New River Work Camp** 7819 N.W. 228 Street Raiford, Florida 32026-4000
Taylor Work Camp 8501 Hampton Springs Road Perry, Florida 32348-0000	**Suwannee Work Camp** 5964 U.S. Highway 90 Live Oak, Florida 32060
	Tomoka Work Camp 3950 Tiger Bay Road Daytona Beach, Florida 32124-1098
Region III	
Avon Park Work Camp Post Office Box 1100 County Road 64 East Avon Park, Florida 33826-1100	**DeSoto Work Camp** Highway 70 East Arcadia, Florida, 34266
Hardee Work Camp 6899 State Road 62 Bowling Green, Florida 33834-9505	**Largo Road Prison** 5201 Ulmerton Road Clearwater, Florida 33760-4006
Lowell Work Camp 11120 NW Gainesville Road Ocala, Florida 34482	**Marion Work Camp** Post Office Box 158 3269 NW 105th Street Lowell, Florida 32663-0158
Polk Work Camp 10800 Evans Road Polk City, Florida 33868-6925	**Sumter Work Camp** Post Office Box 1807 9544 County Road 476B Bushnell, Florida 33513-0667
Region IV	
Ft. Myers Work Camp P.O. Box 051107 12551 Wainwright Drive Immokalee, Florida 34142-9628	**Loxahatchee Road Prison** 230 Sunshine Road West Palm Beach, Florida 33411-3616

Martin Work Camp 1150 SW Allapattah Road Indiantown, Florida 34956-4310	**Okeechobee Work Camp** 3420 NE 168th St. Okeechobee, Florida 34972
Sago Palm Work Camp 15500 Bay Bottom Rd Pahokee Florida 33476	**Sago Palm Re-Entry Center** 15500 Bay Bottom Rd Pahokee Florida 33476

FEDERAL BUREAU OF INVESTIGATION
CRIMINAL JUSTICE INFORMATION SERVICES
SECURITY ADDENDUM

The goal of this document is to augment the CJIS Security Policy to ensure adequate security is provided for criminal justice systems while (1) under the control or management of a private entity or (2) connectivity to FBI CJIS Systems has been provided to a private entity (contractor). Adequate security is defined in Office of Management and Budget Circular A-130 as "security commensurate with the risk and magnitude of harm resulting from the loss, misuse, or unauthorized access to or modification of information."

The intent of this Security Addendum is to require that the Contractor maintain a security program consistent with federal and state laws, regulations, and standards (including the CJIS Security Policy in effect when the contract is executed), as well as with policies and standards established by the Criminal Justice Information Services (CJIS) Advisory Policy Board (APB).

This Security Addendum identifies the duties and responsibilities with respect to the installation and maintenance of adequate internal controls within the contractual relationship so that the security and integrity of the FBI's information resources are not compromised. The security program shall include consideration of personnel security, site security, system security, and data security, and technical security.

The provisions of this Security Addendum apply to all personnel, systems, networks and support facilities supporting and/or acting on behalf of the government agency.

1.00 Definitions

1.01 Contracting Government Agency (CGA) - the government agency, whether a CriminalJustice Agency or a Noncriminal Justice Agency, which enters into an agreement with a privatecontractor subject to this Security Addendum.

1.02 Contractor - a private business, organization or individual which has entered into an agreement for the administration of criminal justice with a Criminal Justice Agency or a Noncriminal Justice Agency.

2.00 Responsibilities of the Contracting Government Agency.

2.01 The CGA will ensure that each Contractor employee receives a copy of the Security Addendum and the CJIS Security Policy and executes an acknowledgment of such receipt andthe contents of the Security Addendum. The signed acknowledgments shall remain in the possession of the CGA and available for audit purposes. The acknowledgement may be signedby hand or via digital signature (see glossary for definition of digital signature).

3.00 Responsibilities of the Contractor.

3.01 The Contractor will maintain a security program consistent with federal and state laws,regulations, and standards (including the CJIS Security Policy in effect when the contract is executed and all subsequent versions), as well as with policies and standards established by theCriminal Justice Information Services (CJIS) Advisory Policy Board (APB).

4.00 Security Violations.

4.01 The CGA must report security violations to the CJIS Systems Officer (CSO) and theDirector, FBI, along with indications of actions taken by the CGA and Contractor.

4.02 Security violations can justify termination of the appended agreement.

4.03 Upon notification, the FBI reserves the right to:

a. Investigate or decline to investigate any report of unauthorized use;

b. Suspend or terminate access and services, including telecommunications links. TheFBI will provide the CSO with timely written notice of the suspension. Access andservices will be reinstated only after satisfactory assurances have been provided to the FBI by the CGA and Contractor. Upon termination, the Contractor's records containing CHRI must be deleted or returned to the CGA.

5.00 Audit

5.01 The FBI is authorized to perform a final audit of the Contractor's systems aftertermination of the Security Addendum.

6.00 Scope and Authority

6.01 This Security Addendum does not confer, grant, or authorize any rights, privileges, or obligations on any persons other than the Contractor, CGA, CJA (where applicable), CSA, andFBI.

6.02 The following documents are incorporated by reference and made part of this agreement: (1) the Security Addendum; (2) the NCIC 2000 Operating Manual; (3) the CJIS Security Policy; and (4) Title 28, Code of Federal Regulations, Part 20. The parties are also subject to applicable federal and state laws and regulations.

6.03 The terms set forth in this document do not constitute the sole understanding by and between the parties hereto; rather they augment the provisions of the CJIS Security Policy to provide a minimum basis for the security of the system and contained information and it is understood that there may be terms and conditions of the appended Agreement which impose more stringent requirements upon the Contractor.

6.04 This Security Addendum may only be modified by the FBI, and may not be modified by the parties to the appended Agreement without the consent of the FBI.

6.05 All notices and correspondence shall be forwarded by First Class mail to:

Information Security Officer

Criminal Justice Information Services Division,

FBI 1000 Custer Hollow Road

Clarksburg, West Virginia 26306

FEDERAL BUREAU OF INVESTIGATION

CRIMINAL JUSTICE INFORMATION SERVICES

SECURITY ADDENDUM

CERTIFICATION

I hereby certify that I am familiar with the contents of (1) the Security Addendum, including its legal authority and purpose; (2) the NCIC Operating Manual; (3) the CJIS SecurityPolicy; and (4) Title 28, Code of Federal Regulations, Part 20, and agree to be bound by their provisions.

I recognize that criminal history record information and related data, by its very nature,is sensitive and has potential for great harm if misused. I acknowledge that access to criminal history record information and related data is therefore limited to the purpose(s) for which a government agency has entered into the contract incorporating this Security Addendum. I understand that misuse of the system by, among other things: accessing it without authorization; accessing it by exceeding authorization; accessing it for an improper purpose; using, disseminating or re-disseminating information received as a result of this contract for a purpose other than that envisioned by the contract, may subject me to administrative and criminal penalties. I understand that accessing the system for an appropriate purpose and thenusing, disseminating or re-disseminating the information received for another purpose other than execution of the contract also constitutes misuse. I further understand that the occurrenceof misuse does not depend upon whether or not I receive additional compensation for such authorized activity. Such exposure for misuse includes, but is not limited to, suspension or lossof employment and prosecution for state and federal crimes.

_____ _____

Printed Name/Signature of Contractor Employee Date

_____ _____

Printed Name/Signature of Contractor Representative Date

_____

Organization and Title of Contractor Representative

STAFFING PROVISIONS

The Contractor agrees to ensure their approved Staffing Plan (part of DEL-PGM-01) includes the following provisions. Any changes to these provisions will require the written approval of the FDC Chief of Health Services Administration or the Contract Manager.

1. Inpatient Mental Health Units
   There shall be at least 308 mental health inpatient positions, including psychologists, psychiatrists, APRNs, mental health nurses, behavioral health technicians, CNAs, and clerical support.

2. Litigation-Related Positions
   The following positions were added to support recent litigation:
   i) Hernia Treatment: 2.0 FTE positions
   ii) Gender Dysphoria Treatment: 3.0 FTE positions
   iii) Treatment of Disabled Inmates: 40.0 FTE positions
   iv) Mental Health Staff: 94.0 FTE positions
   v) Hepatitis C Virus Testing and Treatment: 16.0 FTE positions

3. EMR Planning and Implementation
   Until the EMR implementation is complete, the Contractor shall provide the following positions:
   i) Project Manager: 1.0 FTE position
   ii) Business Analyst: 1.0 FTE position

4. General Staffing
   The Contractor shall provide no fewer staff than those included in the final approved Staffing Plan provided under Contract C2930.