FLORIDA
DEPARTMENT of
CORRECTIONS

Governor
RICK SCOTT

Secretary
MICHAEL D. CREWS

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Legislative Budget Request

Department of Corrections

Tallahassee

October 15, 2013

Mr. Jerry L. McDaniel, Director
Office of Policy and Budget
Executive Office of the Governor
1701 Capitol
Tallahassee, FL 32399-0001

JoAnne Leznoff, Staff Director
House Appropriations Committee
221 Capitol
Tallahassee, FL 32399-1300

Mike Hansen, Staff Director
Senate Appropriations Committee
201 Capitol
Tallahassee, FL 32399-1300

Dear Directors:

Pursuant to Chapter 216, Florida Statutes, our Legislative Budget Request for the Florida Department of Corrections is submitted in the format prescribed in the budget instructions. The information provided electronically and contained herein is a true and accurate presentation of our proposed needs for the 2014-15 Fiscal Year. This submission has been approved by Michael D. Crews, Secretary.

Sincerely,

Michael D. Crews
Secretary

DEPARTMENT OF CORRECTIONS

PAY ADDITIVE REQUEST

TEMPORARY SPECIAL DUTY – GENERAL

FOR FISCAL YEAR 2014-2015

The Department of Corrections requests the use of the **Temporary Special Duty – General,** additive addressed in Section 110.2035(7)(a) as a regular and warranted management tool in order to appropriately compensate employees for performing duties for varying circumstances. Examples of these circumstances are:

- Provide appropriate work coverage and compensation for career service employees performing work out of title when the current incumbent of a position is out for varying lengths of time due to reasons that do not currently fall under the statutory direction of the TSD – absent co-worker additive. Examples of these reasons would be current incumbent is out due to extended sick leave, family supportive leave program, or workers compensation claims, not all inclusive.
- Use of this additive would be a management tool when the Department of Corrections may be considering privatization or out sourcing of functions, programs, or facilities and the final decisions are imminent but per statute services must continue in the interim. The agency would be able to provide adequate labor support, appropriate compensation to existing employees to work out of title for a period of time in lieu of filling an FTE with an employee and providing benefits; reduce the probability of a newly hired employee facing displacement or termination; and accomplish higher level work at a reduction of the cost to the department.
- Use of this additive would be a management tool for out of title compensation while temporarily performing higher level duties of a vacant position when filling such a position would impact the vacancy lapse factors established for institutions and program areas.

The agency is not requesting additional appropriations for the use of these additives. Cost of these additives will be handled within exiting resources.

Department Level Exhibits and Schedules

Schedule VII: Agency Litigation Inventory
Significant Litigation Impacting Budget, Policy, or Agency Functions
September 26, 2013

Agency:	Department of Corrections
Contact Person:	Alexandria Williams, Assistant General Counsel Phone: (850) 717-3603
Names of the Parties:	Teamsters Local Union No. 2011 v. State of Florida, Rick Scott in his capacity as Governor of the State of Florida, et al.
Court with Jurisdiction:	Second Judicial Circuit Court, Leon County, Florida
Case Number:	2013 CA 2360
Summary of Complaint:	The Teamsters filed a complaint seeking declaratory relief stating that officers who worked July 4, 2012 and September 3, 2012, earned compensatory leave and by the rules were supposed to use the time within 6 months. The Teamsters further claim that DOC concluded it would be unable to schedule all officers time off and extended it to April 29, 2013, but were still unable to schedule the time off. The Teamsters allege that on May 1, 2013, DOC wiped off the books all existing unused compensatory time, that officers continue to earn compensatory time, and DOC continues to be unable to schedule time off which will cause more forfeiture of the time earned. The Teamsters allege that DOC's action is not in compliance with Section110.117, Florida Statutes.
Amount of the Claim:	The complaint seeks declaratory judgment.
Specific Law(s) Challenged:	No state law is specifically challenged.
Status of the Case:	There have been no responsive pleadings filed to date. The Department was served on September 12, 2013.
Agency Attorney:	Michael Mattimore, Esq., Allen, Norton, and Blue, 906 N. Monroe St., Tallahassee, Florida 32303.
Plaintiff's Attorney:	Kathleen Phillips, Esq., Phillips, Richard, and Rind, P.A., 9360 SW 72 Street, Suite 283, Miami, Florida 33173.

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Agency:	Department of Corrections
Contact Person:	Alexandria Williams, Assistant General Counsel Phone: (850) 717-3603
Names of the Parties:	Leslie R. Boye, Marva Dennard, Laura R. Dubuque, Karen H. Mansfield, Delia Lee Rennert, and Charna Bogdany v. Ken Tucker, Secretary of Corrections, as head of the Department of Corrections, State of Florida, *formerly*, Tamara O'Quinn, Lynette Blaine, Shirley Sneed, Delia Lee Rennert, Charna Bogdany, and Kathleen Kelly v. Edwin G. Buss, Secretary of Corrections, as head of the Department of Corrections, State of Florida
Court with Jurisdiction:	Second Judicial Circuit Court, Leon County, Florida
Case Number:	2011-CA-000822
Summary of Complaint:	Volunteers and inmates file a complaint challenging the Department's announcement that Hillsborough Correctional Institution will be closed. They claim that this is a violation of F.S. 944.24 and 944.803, and that while there will be three faith and character based institutions with 4,000 beds for male inmates, there will not be any for women.
Amount of the Claim:	The complaint seeks a declaratory judgment and injunctive relief.
Specific Law(s) Challenged:	No state law is specifically challenged.
Status of the Case:	The Circuit Court issued an order granting in part and denying in part the Motion to Dismiss and denied Plaintiff's Motion for Injunctive Relief. The Department filed an answer. A status conference was held on March 12, 2013. A deposition of the Plaintiff's expert witness will be scheduled and based upon the testimony elicited, the Department will either file a summary judgment motion or set the case for trial.
Agency Attorney:	Jason Vail, Esq., Office of the Attorney General, Dept. of Legal Affairs, The Capitol, PL-10, Tallahassee, Florida 32399-1050.
Plaintiffs' Attorney:	William E. Whitlock, III, 910 North Duval Street, Tallahassee, Florida 32303.

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Agency:	Department of Corrections
Contact Person:	Alexandria Williams, Assistant General Counsel Phone: (850) 717-3603
Names of the Parties:	Florida Nurses Association, Inc. v. Kenneth S. Tucker, in his capacity as the Secretary of the Florida Department of Corrections and Counsel for Fla. Public Employees, Council 79, AFSCME and Federation of Physicians and Dentists/Alliance of Healthcare and Professional Employees, Doreen Von Oven, and Janet Weideman v. Kenneth S. Tucker, in his capacity as the Secretary of the Florida Department of Corrections
Court with Jurisdiction:	Second Judicial Circuit Court, Leon County, Florida
Case Numbers:	2012CA218 and 2012CA462
Summary of Complaint:	Plaintiffs challenge the legislative budget authorization for the Department's privatization efforts involved in the procurement for Comprehensive Healthcare Services for the State.
Amount of the Claim:	The complaint seeks a declaratory judgment and injunctive relief.
Specific Law(s) Challenged:	No state law is specifically challenged.
Status of the Case:	These two cases were consolidated in court. On July 2, 2012, the circuit judge issued an order ruling that the claims relating to the constitutionality of the subject proviso were dismissed as moot. Plaintiffs subsequently filed a motion for rehearing and the hearing was held August 8, 2012. The court issued an order denying the motions for rehearing. Plaintiffs file a Petition for Writ of Quo Warranto. The court's final order stated that the Department had the necessary statutory authority to enter into the contracts; the Legislative Budget Commission had improperly approved a budget amendment for the contract covering Regions I, II, and III; and the Department may proceed with negotiating a contract for Region IV. The Department appealed the order and the First District Court of Appeal reversed the circuit court's decision and concluded that the Department validly entered contracts with Corizon and the Joint Legislative Budget Commission's approval of a budget amendment to provide sufficient funding for the contract was consistent with its constitutional and statutory authority. **This case is considered closed and will be removed from the report for the next fiscal year.**
Agency Attorneys:	Jonathan Glogau, Esq. and Timothy D. Osterhause, Esq., (former Solicitor General), Office of the Attorney General, Dept of Legal Affairs, The Capitol, PL-01, Tallahassee, Florida 32399-1050 and Jonathan Sanford, Assistant General Counsel, Department of Corrections, 501 S. Calhoun Street, Tallahassee, Florida 32399.
Plaintiffs' Attorneys:	Thomas W. Brooks, Esq., Draper, Meyer, Brooks, Demma, Blohm, P.A., 131 North Gadsden Street, P.O. Box 1547, Tallahassee, Florida 32302, M. Stephen Turner, Esq., Kelly Overstreet Johnson, Esq., and David Miller, Esq., Broad and Cassel, 215 S. Monroe Street, Suite 400, P.O. Drawer 11300, Tallahassee, Florida 32302 and Alma R. Gonzalez, Esq., 3064 Highland Oaks Terrace, Tallahassee, Florida 32301.

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Agency:	Department of Corrections
Contact Person:	Alexandria Williams, Assistant General Counsel Phone: (850) 717-3603
Names of the Parties:	Anne Abraham, Rachel Hazel, Jorge Gil, M.D., and Eric Pesetsky, M.D. vs. MHM Solutions, Inc and DOC
Court with Jurisdiction:	Seventeenth Judicial Circuit Court, Broward County, Florida
Case Number:	09-46153
Summary of Complaint:	This litigation stems from several contract employees being terminated by MHM Solutions, Inc. after a serious breach of contract over mental health services not performed per the standards in the contract with DOC. Plaintiffs allege tortious interference by DOC in their relationship with their employer.
Amount of the Claim:	The complaint seeks lost wages, compensatory and punitive damages and declaratory relief.
Specific Law(s) Challenged:	No state law is specifically challenged as to the Department. The Plaintiffs claim a violation of the Whistleblower's Act as to MHM.
Status of the Case:	The Department's motion to dismiss was denied on July 26, 2011. The parties are currently engaging is discovery.
Agency Attorneys:	Michael Gabel, Esq., and Jennifer Ellerkamp, Esq., Laufer and Laufer, PA, 2200 N.W. Corporate Blvd., Suite 404, Boca Raton, Florida 33431 .
Plaintiffs' Attorney:	Chris Kleppin, Esq., 8751 W. Broward Blvd., Suite 105, Plantation, Florida 33324.

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Agency:	Department of Corrections
Contact Person:	Alexandria Williams, Assistant General Counsel Phone: (850) 717-3603
Names of the Parties:	Scheran Davis, et al. v. State of Florida, Department of Corrections
Court with Jurisdiction:	United States District Court, Northern District of Florida, Tallahassee Division
Case Number:	4:11cv610-WS-CAS
Summary of Complaint:	This litigation stems from several current and/or former employees suing the Department claiming that they were discriminated against due to race. The employees claim that their hours had been reduced, they had to work more weekend shifts, and that they were subjected to other forms of scheduling changes that altered their working conditions.
Amount of the Claim:	The complaint seeks declaratory and injunctive relief, compensatory damages, and reinstatement.
Specific Law(s) Challenged:	The Plaintiffs claim a violation of Title VII and Chapter 760, Florida Statutes.
Status of the Case:	A settlement agreement was reached with Plaintiffs Toni Grant and Carla Milton. On or about March 14, 2013, the court issued an order granting the Defendant's Motion for Summary Judgment as to the remaining Plaintiffs. The case was not appealed. **This case is considered closed and will be removed from the report for the next fiscal year.**
Agency Attorney:	Brennan Donnelly, Esq., Messer, Caparello, and Self, P.A., 2618 Centennial Place, Tallahassee, Florida 36302.
Plaintiff's Attorneys:	Marie A. Mattox, P.A., 310 East Bradford Road, Tallahassee, Florida 32303.

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Names of the Parties:	Albert Thigpen, Julie Deno and Krystal Klepser v. State of Florida, Department of Corrections
Court with Jurisdiction:	Second Judicial Circuit Court, Leon County, Florida
Case Number:	12-CA-324
Summary of Complaint:	This litigation stems from former employees suing the Department claiming that they were terminated due to engaging in protected whistleblower activities.
Amount of the Claim:	The complaint seeks compensatory and punitive damages.
Specific Law(s) Challenged:	The Plaintiffs claim a violation of Chapter 112, Florida Statutes, the "Whistleblower Law".
Status of the Case:	The Department's answer to the complaint has been filed. The case is currently in abatement. Mediation is scheduled for October 10, 2013.
Agency Attorneys:	Laura Beth Faragasso, Esq. and Dawn McMahon, Esq., P.O. Drawer 14079, Tallahassee, Florida 32317.
Plaintiffs' Attorneys:	Marie A. Mattox, P.A., 310 East Bradford Road, Tallahassee, Florida 32303.

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Agency:	Department of Corrections
Contact Person:	Alexandria Williams, Assistant General Counsel Phone: (850) 717-3603
Names of the Parties:	Janet Cowling, et al. v. Department of Corrections-State of Florida, Robert A. Buckner and Robert A. Buckner and Associates, Inc.
Court with Jurisdiction:	Fifth District Court of Appeals, Daytona Beach, Florida
Case Numbers:	5D13-2971 (Fifth DCA); 12-CA-2366 (Circuit Court)
Summary of Complaint:	Plaintiffs alleged that Ms. Cowling was exposed to mold and other toxic and noxious substances while working as a probation officer and that numerous other officers have been injured.
Amount of the Claim:	The complaint seeks compensatory and punitive damages.
Specific Law(s) Challenged:	No state law is specifically challenged.
Status of the Case:	The Department has not filed any responsive pleadings. The Court issued an order dismissing the case, that was subsequently set aside, as well as issued an order of recusal. Defendant Buckner filed a notice of appeal regarding the order setting aside the dismissal and the order of recusal. An appeal is pending regarding the order setting aside the dismissal of the case only.
Agency Attorney:	Matthew Smith, Esq., Office of the Attorney General, Dept. of Legal Affairs, Suite 501, E. Kennedy Blvd, Tampa, Florida 33602.
Plaintiffs' Attorney:	James R. Spears, Esq., 4005 N. Orange Blossom Trail, 2nd Floor, Orlando, Florida 32804.

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Agency:	Department of Corrections
Contact Person:	Alexandria Williams, Assistant General Counsel Phone: (850) 717-3603
Names of the Parties:	Buford Clayton Holley, as Personal Representative of the Estate of Camilla Claudene Merville v. Pennington and DOC
Court with Jurisdiction:	First District Court of Appeals, Tallahassee, Florida
Case Numbers:	09-2315-CA (Bay County); 1D12-3269 (First District Court of Appeal)
Summary of Complaint:	This is a wrongful death lawsuit stemming from a probation officer forced to shoot an offender in self defense while struggling with her in an attempt to secure her apprehension.
Amount of the Claim:	The complaint seeks compensatory damages, punitive damages and medical and funeral expenses.
Specific Law(s) Challenged:	No state law is specifically challenged.
Status of the Case:	A jury trial was held beginning April 9, 2012. The jury returned a verdict of damages in the amount of $650,000. The Department was held 60% liable and the deceased was held 40% liable. A final judgment was issued ordering the Department to pay $390,000 in damages. The case was appealed. Oral arguments were held on May 15, 2013. The First District Court of Appeals affirmed the circuit court's decision. **This case is considered closed and will be removed from the report for the next fiscal year.**
Agency Attorney:	John Derr, Esq., 215 South Monroe Street, Suite 510, Tallahassee, Florida 32301.
Plaintiff's Attorney:	Robert Kerrigan, Esq., P.O. Box 12009, Pensacola, Florida 32591.

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Agency:	Department of Corrections
Contact Person:	Alexandria Williams, Assistant General Counsel Phone: (850) 717-3603
Names of the Parties:	Rosalie Fuston, et al. v. State of Florida, DOC, Warren Cornell, William Boyette, Jack Howedshell, Jody Davis, Mark Meier, Glenda Buenvida, Rick Orzechewski, Todd Brown, Shawn Blakely, Frank Kozdras, Nancy Behrens, and Robert Williams
Court with Jurisdiction:	Twentieth Judicial Circuit, Charlotte County, Florida
Case Number:	2010-1095-CA
Summary of Complaint:	This is a wrongful death lawsuit stemming from inmates at Charlotte Correctional Institution attempting to escape. The inmates attacked and killed the officer supervising them and inmate Fuston.
Amount of the Claim:	The complaint seeks compensatory and punitive damages.
Specific Law(s) Challenged:	No state law is specifically challenged.
Status of the Case:	A motion to dismiss was filed on behalf of the individual defendants and a partial motion for summary judgment was filed on behalf of the Department in federal court. On or about March 11, 2013, the federal court issued an order granting Defendants' Cornell, Boyette, Howedshell, Davis, Buenvida, Orzechewski, Blakely, Kozdras, and Behrens motion to dismiss and terminated the Department's partial motion for summary judgment. The case was remanded to the circuit court.
Agency Attorneys:	Melville Brinson, III., Esq., Adams and Brinson, 8359 Stringfellow Road, St. James City, Florida 33956. The individual defendants are represented by Susan Maher, Esq., Office of the Attorney General, Dept. of Legal Affairs, The Capitol, PL-01, Tallahassee, Florida 32399.
Plaintiffs' Attorneys:	Guy Bennett Rubin, Esq., P.O. Box 395, Stuart, Florida 34995 and Gladys C. Laforge, Esq., 2220 E. Ocean Oaks Lane, Vero Beach, Florida 32963.

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Agency:	Department of Corrections
Contact Person:	Alexandria Williams, Assistant General Counsel Phone: (850) 717-3603
Names of the Parties:	Evelyn Brady, as Personal Representative of the Estate of Rommel Johnson v. State of Florida, Department of Corrections, et al.
Court with Jurisdiction:	United States District Court, Northern District of Florida, Tallahassee Division
Case Number:	4:11cv510-RH-CAS
Summary of Complaint:	This is a wrongful death lawsuit stemming from the use of chemical agents on an asthmatic inmate.
Amount of the Claim:	The complaint seeks compensatory and punitive damages as well as medical and funeral expenses.
Specific Law(s) Challenged:	No state law is specifically challenged. The complaint claims a violation of Title II of the ADA.
Status of the Case:	The parties have settled the case. **This case is considered closed and will be removed from the report for the next fiscal year.**
Agency Attorney:	William Peter Martin, Esq., Dennis, Jackson, Martin and Fontela, PA, 1591 Summit Lake Loop, Suite 200, P.O. Box 15589, Tallahassee, Florida 32317.
Plaintiff's Attorneys:	Randall Berg, Esq., Shawn Heller, Esq., and Danta Trevisani, Esq., Florida Justice Institute, Inc., 3750 Miami Tower, 100 S.E. 2nd Street, Miami, Florida 33131.

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Agency:	Department of Corrections
Contact Person:	Alexandria Williams, Assistant General Counsel Phone: (850) 717-3603
Names of the Parties:	Lynn Wolfe as Personal Representative of the Estate of Daniel Wolfe v. Florida Department of Corrections
Court with Jurisdiction:	United States District Court, Middle District of Florida, Ocala Division
Case Number:	5:10cv663-Oc-10DAB
Summary of Complaint:	This is a wrongful death lawsuit stemming from the death of an asthmatic inmate.
Amount of the Claim:	The complaint seeks compensatory and punitive damages as well as medical and funeral expenses.
Specific Law(s) Challenged:	No state law is specifically challenged. The complaint claims a violation of Title II of the ADA.
Status of the Case:	The parties have settled the case. **This case is considered closed and will be removed from the report for the next fiscal year.**
Agency Attorneys:	Samuel Mandelbaum, Esq., Scott Hewitt, Esq., and Stephen Spaid, Esq. Mandelbaum, Fitzsimmons, and Hewitt, P.A., P.O. Box 3373, Tampa, Florida 33601.
Plaintiff's Attorneys:	Randall Berg, Esq., Shawn Heller, Esq., and Dante Trevisani, Esq., Florida Justice Institute, Inc., 3750 Miami Tower, 100 S.E. 2nd Street, Miami, Florida 33131.

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Agency:	Department of Corrections
Contact Person:	Alexandria Williams, Assistant General Counsel Phone: (850) 717-3603
Names of the Parties:	The Estate of Robin Bellinger v. Florida Department of Corrections and Miami-Dade County
Court with Jurisdiction:	Eleventh Judicial Circuit Court, Miami-Dade County, Florida
Case Number:	12-43792CA06
Summary of Complaint:	This is a wrongful death lawsuit stemming from allegations that the decedent committed suicide while in the custody of Miami-Dade County and no precautions were taken to prevent her death.
Amount of the Claim:	The complaint seeks compensatory and punitive damages as well as medical and funeral expenses.
Specific Law(s) Challenged:	No state law is specifically challenged. The complaint claims a violation of 42 U.S.C. §1983.
Status of the Case:	On July 25, 2012, the federal court issued an order dismissing the case. The Plaintiff subsequently filed a motion to vacate the order of dismissal and it was denied by the federal court. The Plaintiff subsequently filed a wrongful death action in Miami-Dade County Circuit Court and the Department's motion to dismiss is pending.
Agency Attorney:	Sheridan Weissenborn, Esq., Miller, Kagan, Rodriguez, and Silver, 201 Alhambra Circle, Suite 802, Coral Gables, Florida 33134.
Plaintiff's Attorney:	Darren J. Rousso, P.A., 9350 South Dixie Highway, Suite 1200, Miami, Florida 33156.

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Agency:	Department of Corrections
Contact Person:	Alexandria Williams, Assistant General Counsel Phone: (850) 717-3603
Names of the Parties:	Estate of Jack P. King v. Florida Department of Corrections and Individual Florida Department of Corrections Medical Providers
Court with Jurisdiction:	United States District Court, Northern District of Florida, Tallahassee Division
Case Number:	4:12cv364-WS
Summary of Complaint:	This is a wrongful death lawsuit stemming from a claim that the decedent was denied medical treatment and as a result died from pancreatic cancer.
Amount of the Claim:	The complaint seeks compensatory and punitive damages.
Specific Law(s) Challenged:	No state law is specifically challenged. The complaint claims a violation of the Eighth Amendment.
Status of the Case:	The parties have settled the case. **This case is considered closed and will be removed from the report for the next fiscal year.**
Agency Attorney:	William Peter Martin, Esq., Dennis, Jackson, Martin and Fontela, PA, 1591 Summit Lake Loop, Suite 200, P.O. Box 15589, Tallahassee, Florida 32317.
Plaintiff's Attorney:	Tim Howard, Esq., Howard and Associates, P.A., 8511 Bull Headley Road, Suite 405, Tallahassee, Florida 32312.

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Agency:	Department of Corrections
Contact Person:	Alexandria Williams, Assistant General Counsel Phone: (850) 717-3603
Names of the Parties:	Power Meus, as Personal Representative of the Estate of Power Ed Meus, deceased, and on behalf of Natural Father, Power Meus, Delphine Meus, Jean Noel, Mother, Wislaine Meus, Wife, Tasha Redmond, as Natural Mother and Legal Guardian of Sah Von Meus, a minor child of Power Ed Meus, deceased v. The GEO Group, f/k/a Wakenhut Corrections Corp., d/b/a Moore Haven Correctional Facility, The State of Florida, The Department of Management, and the Department of Corrections
Court with Jurisdiction:	United States District Court, Southern District of Florida, West Palm Beach Division
Case Number:	11cv80986-CIV-MARRA
Summary of Complaint:	This is a wrongful death lawsuit filed claiming that an asthmatic inmate's inhaler was improperly removed from his possession and this resulted in his death.
Amount of the Claim:	The complaint seeks compensatory and punitive damages as well as medical and funeral expenses.
Specific Law(s) Challenged:	No state law is specifically challenged. The complaint claims a violation of 42 U.S.C. §1983.
Status of the Case:	The parties have settled the case. **This case is considered closed and will be removed from the report for the next fiscal year.**
Agency Attorneys:	Donald Chinquina, Esq., and Brett Waronicki, Esq., Wiederhold, Moses, Kummerlen and Waronicki, PA., 560 Village Blvd, #240, West Palm Beach, Florida 33409 and Daniel Jones, Esq. Office of the Attorney General, 1515 N. Flagler Ave., Suite 900, West Palm Beach, Florida 33401.
Plaintiff's Attorney:	Alan Landerman, Esq., Haliczer, Pettis & Schwamm, PA., 225 E. Robinson Street, Suite 475, Orlando, Florida 32801.

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Agency:	Department of Corrections
Contact Person:	Alexandria Williams, Assistant General Counsel Phone: (850) 717-3603
Names of the Parties:	United States of America v. Secretary, Florida Department of Corrections, and Florida Department of Corrections
Court with Jurisdiction:	United States District Court, Southern District of Florida, Miami Division
Case Number:	1:12cv22958
Summary of Complaint:	This is an action filed by the federal government alleging that the Department is forcing inmates to violate their core religious beliefs by refusing to offer kosher meals. The complaint further alleges that the Department's refusal to provide kosher meals to inmates substantially burdens their religious exercise.
Amount of the Claim:	Plaintiff seeks declaratory and injunctive relief.
Specific Law(s) Challenged:	Religious Land Use and Institutionalized Persons Act (RLUIPA)
Status of the Case:	The Department's motion to dismiss for improper venue or in the alternative motion to transfer venue was denied. The Department of Justice filed a motion for preliminary injunction. An evidentiary hearing on the motion was held on June 4, 2013.
Agency Attorneys:	Susan Maher, Esq, Jason Vail, Esq., and Dean Kowalchyk, Esq. Office of the Attorney General, Dept. of Legal Affairs, The Capitol, PL-01, Tallahassee, Florida 32399-1050.
Plaintiff's Attorney:	Michael J. Songer, Esq., United States Department of Justice, Civil Rights Division, 950 Pennsylvania Avenue, N.W., Washington, DC 20530.

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Agency:	Department of Corrections
Contact Person:	Alexandria Williams, Assistant General Counsel Phone: (850) 717-3603
Names of the Parties:	John E. Watkins v. Michael Crews, et al.
Court with Jurisdiction:	United States District Court, Northern District of Florida, Tallahassee Division
Case Number:	4:12cv215-RH/CAS
Summary of Complaint:	Inmate states that he has been denied the right to freely practice his religion because DOC does not provide Halal diet or meats, that he is not allowed to grow a beard, and that he is forced to attend prayer services with Nation of Islam adherents and he is a Sunni Muslim.
Amount of the Claim:	Plaintiff seeks declaratory and injunctive relief.
Specific Law(s) Challenged:	Religious Land Use and Institutionalized Persons Act (RLUIPA) and the First and Fourteenth Amendments of the US Constitution.
Status of the Case:	An answer to the complaint is due October 7, 2013.
Agency Attorneys:	Carrie McNamara, Esq. and Susan Maher, Esq., Office of the Attorney General, Dept. of Legal Affairs, The Capitol, PL-01, Tallahassee, Florida 32399-1050.
Plaintiff's Attorney:	Pro Se.

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Agency:	Department of Corrections
Contact Person:	Alexandria Williams, Assistant General Counsel Phone: (850) 717-3603
Names of the Parties:	Ross J. Lawson, Plaintiff v. Florida Department of Corrections, et al.
Court with Jurisdiction:	Eleventh Circuit Court of Appeals, Atlanta, Georgia
Case Number:	13-12786-CC (Eleventh Circuit); 4:04CV105-MP/AK (District Court)
Summary of Complaint:	This is an action for a declaratory judgment alleging a violation of civil rights related to the practice of Judaism. The Plaintiff is an Orthodox Jewish inmate who contends that the Department substantially burdens the exercise of his religion by denying him kosher diet, Maariv services, Havdalah, Tefillin, and Sukkot.
Amount of the Claim:	Plaintiff seeks compensatory damages and punitive damages, and injunctive relief directing the Department to provide prepackaged kosher diet meals.
Specific Law(s) Challenged:	Florida Religious Restoration Act of 1998, Religious Land Use and Institutionalized Persons Act (RLUIPA)
Status of the Case:	On May 16, 2008, the District Judge adopted the report and recommendation of the Magistrate Judge dismissing the complaint except as to the claim for a denial of kosher meals and except as to the finding that the Plaintiff's claim for denial of a sukkah and for observing the holiday of Sukkot was not fully exhausted. The matter was referred back to the magistrate judge. Should the relief be granted, the cost to meet the dietary requirements would be devastating to the Department's food budget. Consequently, additional costs would be prohibitive for the Department to implement and maintain. Evidence was adduced that showed that the Plaintiff was eating non-kosher foods, declining to attend orthodox Jewish Morning Prayer services and rejecting offers to exclude him from work details on the Jewish Sabbath. Based upon this evidence, the District Court dismissed the case and directed the Department to enter sanctions against the Plaintiff for misrepresenting himself before the court while making misleading and false statements before the court. The Eleventh Circuit Court issued an order ruling that the District Court erred when it dismissed the complaint. The case was reversed and remanded back to the District Court. On or about March 13, 2013, the District Court issued an order dismissing the case with prejudice. The case is currently on appeal.
Agency Attorney:	Carrie McNamara, Esq., Office of the Attorney General, Dept. of Legal Affairs, The Capitol, PL-01, Tallahassee, Florida 32399-1050.
Plaintiff's Attorney:	Pro Se.

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Agency:	Department of Corrections
Contact Person:	Alexandria Williams, Assistant General Counsel Phone: (850) 717-3603
Names of the Parties:	Akeem Muhammad v. George Sapp, D.A. Colon, R.J. Poccia, Wendell Whitehurst, James Upchurch, Secretary DOC, Randall Bryant, Walter McNeil
Court with Jurisdiction:	Eleventh Circuit Court of Appeals, Atlanta, Georgia
Case Number:	10-15381-CC (Eleventh Circuit); 2:07-CV-00740-FtM-36DNF (District Court)
Summary of Complaint:	In his second amended complaint, plaintiff, who states he is a practicing Orthodox Sunni Muslim, claims that the Department's shaving policy and forced shave policy violates the Religious Land Use and Institutionalized Persons Act (RLUIPA). Plaintiff also claims that the Department's application of the forced shave policy constitutes cruel and unusual punishment. This claim stems from the allegedly unprovoked use of chemical agents on plaintiff and imposition of alleged disciplinary sanctions against him for prior refusals to shave. Additionally, plaintiff claims that the defendants' failure to accommodate him in his religious practices, including dietary requirements, during Ramadan is in violation of RLUIPA and the First Amendment of the U.S. Constitution.
Amount of the Claim:	Plaintiff claims an unspecified amount of nominal, punitive and compensatory damages. Plaintiff also claims declaratory and injunctive relief.
Specific Law(s) Challenged:	Religious Land Use and Institutionalized Persons Act (RLUIPA); First Amendment and Eighth Amendment (Cruel and Unusual Punishment Clause) of the U.S. Constitution.
Status of the Case:	The Defendants filed a motion for summary judgment seeking dismissal of the Plaintiff's claims. On August 26, 2010, the District Court issued an order granting Defendants' motion for summary judgment. The Eleventh Circuit affirmed the decision of the district court. **This case is considered closed and will be removed from the report for the next fiscal year.**
Agency Attorney:	Yvette Acosta-Macmillan, Office of the Attorney General, Dept. of Legal Affairs, Suite 501, E. Kennedy Blvd, Tampa, Florida 33602.
Plaintiff's Attorney:	Pro Se.

Schedule VII: Agency Litigation Inventory
Significant Litigation Impacting Budget, Policy, or Agency Functions
September 26, 2013

Agency:	Department of Corrections
Contact Person:	Alexandria Williams, Assistant General Counsel Phone: (850) 717-3603
Names of the Parties:	Eric D. Harris, AKA David Northup v. Florida Dept of Corrections, S. Leavins, Food Srv Director, Kathleen Fuhrman, Edwin G. Buss, Secretary, FDOC, Keefe Commissary Network, State of Florida
Court with Jurisdiction:	Second Judicial Circuit Court, Leon County, Florida
Case Number:	2011CA00689
Summary of Complaint:	Plaintiff seeks to enjoin the implementation and enforcement of the policy of the Department to feed inmates a diet that contains too much soy and textured vegetable protein.
Amount of the Claim:	The complaint seeks declaratory and injunctive relief as well as compensatory and punitive damages.
Specific Law(s) Challenged:	No state law is specifically challenged.
Status of the Case:	On January 19, 2012, the circuit court issued an order dismissing the case. Subsequent motions to intervene were filed by other inmates. On or about August 9, 2013, the court issued an order striking the motions and closing the file. **This case is considered closed and will be removed from the report for the next fiscal year.**
Agency Attorney:	Office of the Attorney General, Dept. of Legal Affairs, The Capitol, PL-01, Tallahassee, Florida 32399.
Plaintiff's Attorney:	Pro Se.

Schedule VII: Agency Litigation Inventory
Significant Litigation Impacting Budget, Policy, or Agency Functions
September 26, 2013

Agency:	Department of Corrections
Contact Person:	Alexandria Williams, Assistant General Counsel Phone: (850) 717-3603
Names of the Parties:	Wendall Jermaine Hall v. Edwin G. Buss, Secretary of Florida Department of Corrections
Court with Jurisdiction:	Ninth Judicial Circuit Court, Orange County, Florida
Case Number:	2011CA4784
Summary of Complaint:	Plaintiff claims that the Department is serving soybean meat and other soybean foods which is causing him to get severely sick.
Amount of the Claim:	The complaint seeks injunctive relief as well as compensatory and punitive damages.
Specific Law(s) Challenged:	No state law is specifically challenged. The complaint claims a violation of the Eighth and Fourteenth Amendment to the United States Constitution.
Status of the Case:	Defendant's motion to transfer venue and Plaintiff's motion for summary judgment are pending.
Agency Attorney:	Office of the Attorney General, Dept. of Legal Affairs, The Capitol, PL-01, Tallahassee, Florida 32399.
Plaintiff's Attorney:	Pro Se.

Schedule VII: Agency Litigation Inventory
Significant Litigation Impacting Budget, Policy, or Agency Functions
September 26, 2013

Agency:	Department of Corrections
Contact Person:	Alexandria Williams, Assistant General Counsel Phone: (850) 717-3603
Names of the Parties:	Cedric Arnez v. Florida Department of Corrections, Inc., Its Corporate Officers, J. Willis, DBA Warden, Alfonso Perkins, DBA Assistant Warden for Programs, Alex Lam, DBA Chaplain Supervisor, Dora I. Jurado, DBA Food Service Director, @ Everglades Correctional Institution, Inc., in their Official and Individual Capacity
Court with Jurisdiction:	Eleventh Circuit of Appeals, Atlanta, Georgia
Case Numbers:	12-13840-D (11th Circuit); 10-CV-20102-CIV-JORDAN (District Court)
Summary of Complaint:	Plaintiff alleges that he cannot sincerely practice his Jewish faith because no facility provides kosher food and drinks.
Amount of the Claim:	The complaint seeks injunctive relief, compensatory and punitive damages.
Specific Law(s) Challenged:	No state law is specifically challenged. The complaint claims a violation of the First and Fourteenth Amendment of the US Constitution, and Religious Land Use and Institutionalized Persons Act (RLUIPA).
Status of the Case:	On June 28, 2011, the magistrate judge issued a report and recommendation recommending granting the Defendants' motion for summary judgment. On September 28, 2011, the District Judge issued an order adopting in part, and denying in part, the report and recommendation. The Equal Protection Claim was remanded to the Magistrate Judge. On October 6, 2011, the Magistrate Judge issued a Supplemental Report and Recommendation denying the Plaintiff's Equal Protection claim. On January 5, 2012, the District Judge issued an order adopting the Report and Recommendation. The appeal was dismissed. **This case is considered closed and will be removed from the report for the next fiscal year.**
Agency Attorney:	Charles Fahlbusch, Esq., of the Office of the Attorney General, Dept. of Legal Affairs, 110 S.E. 6th Street, 10th Floor, Ft. Lauderdale, Florida 33301.
Plaintiff's Attorney:	Pro Se.

Schedule VII: Agency Litigation Inventory
Significant Litigation Impacting Budget, Policy, or Agency Functions
September 26, 2013

Agency:	Department of Corrections
Contact Person:	Alexandria Williams, Assistant General Counsel Phone: (850) 717-3603
Names of the Parties:	Douglas Marshall v. Florida Department of Corrections, Inc., Its Corporate Officers, J. Willis, DBA Warden, Alfonso Perkins, DBA Assistant Warden for Programs, Alex Lam, DBA Chaplain Supervisor, Dora I. Jurado, DBA Food Service Director, @ Everglades Correctional Institution, Inc., in their Official and Individual Capacity
Court with Jurisdiction:	Eleventh Circuit Court of Appeals, Atlanta, Georgia
Case Number:	12-13846-D (Eleventh Circuit); 10-CV-20101 GOLD (District Court)
Summary of Complaint:	Plaintiff alleges that he cannot sincerely practice his Jewish faith because no facility provides kosher food and drinks.
Amount of the Claim:	The complaint seeks injunctive relief, compensatory and punitive damages.
Specific Law(s) Challenged:	No state law is specifically challenged. The complaint claims a violation of the First and Fourteenth Amendment of the US Constitution, and Religious Land Use and Institutionalized Persons Act (RLUIPA).
Status of the Case:	On June 28, 2011, the magistrate judge issued a report and recommendation recommending granting the Defendants' motion for summary judgment. On September 30, 2011, the District Judge issued an order adopting the report and recommendation. The appeal was dismissed. **This case is considered closed and will be removed from the report for the next fiscal year.**
Agency Attorney:	Charles Fahlbusch, Esq., of the Office of the Attorney General, Dept. of Legal Affairs, 110 S.E. 6th Street, 10th Floor, Ft. Lauderdale, Florida 33301.
Plaintiff's Attorney:	Pro Se.

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Significant Litigation Impacting Budget, Policy, or Agency Functions
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Agency:	Department of Corrections
Contact Person:	Alexandria Williams, Assistant General Counsel Phone: (850) 717-3603
Names of the Parties:	Bruce Rich v. Secretary, Florida Department of Corrections, et al.
Court with Jurisdiction:	Eleventh Circuit Court of Appeals, Atlanta, Georgia
Case Numbers:	12-11735-D (Eleventh Circuit); 1:10-cv-00157-MP-GRJ (District Court)
Summary of Complaint:	Plaintiff alleges states he is an Orthodox Jew and the Department is denying him a Kosher diet which he claims is a violation of his First Amendment rights. He claims that the refusal to provide him a Kosher diet is based on monetary considerations which is a constitutionally impermissible reason.
Amount of the Claim:	The complaint seeks injunctive relief, compensatory and punitive damages.
Specific Law(s) Challenged:	No state law is specifically challenged. The complaint claims a violation of the First Amendment of the US Constitution, and Religious Land Use and Institutionalized Persons Act (RLUIPA).
Status of the Case:	On January 12, 2012, the Magistrate Judge issued a report and recommendation recommending granting the Defendant's summary judgment motion. On March 4, 2012, the District Judge issued an order adopting the report and recommendation. The case was appealed. The Eleventh Circuit remanded the case back to the district court.
Agency Attorney:	Susan Maher, Office of the Attorney General, Dept. of Legal Affairs, The Capitol, PL-01, Tallahassee, Florida 32399-1050.
Plaintiff's Attorneys:	Luke W. Goodrich, Esq., Daniel Blomberg, Esq., and Eric C. Rassbach, Esq., The Becket Fund for Religious Liberty, 3000 K. St., NW, Suite 220, Washington, DC 20007.

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Significant Litigation Impacting Budget, Policy, or Agency Functions
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Agency:	Department of Corrections
Contact Person:	Alexandria Williams, Assistant General Counsel Phone: (850) 717-3603
Names of the Parties:	John Gary Hardwick, Jr. v. Randall Bryant, etc; et al.
Court with Jurisdiction:	United States District Court, Middle District of Florida, Jacksonville Division
Case Number:	3:07cv646-J-20HTS
Summary of Complaint:	Death row inmate challenges lethal injections and statute of limitations for §1983 challenges to methods of execution.
Amount of the Claim:	The complaint seeks a declaratory judgment and injunctive relief.
Specific Law(s) Challenged:	No state law is specifically challenged. The complaint claims a violation of the Eighth Amendment to United States Constitution.
Status of the Case:	The case has been administratively closed due to a pending habeas case involving inmate Hardwick (case number 3:95cv250). Plaintiff was ordered to file a motion to reopen the case after a decision has been rendered in Hardwick's habeas case.
Agency Attorney:	Susan Maher, Esq., Office of the Attorney General, Dept. of Legal Affairs, The Capitol, PL-01, Tallahassee, Florida 32399-1050.
Plaintiff's Attorneys:	Randall C. Berg, Jr., Esq., Florida Justice Institute, 3750 Miami Tower, 100 S.E. Second Street, Miami, Florida 33131, Terri Lynn Backus, Esq.,Suite 746, 13014 N. Dale Mabry, Tampa, Florida 33618, Benjamin Reid, Esq., Carlton Fields, Suite 4200, 100 S.E. Second Street, Miami, Florida 33131.

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Significant Litigation Impacting Budget, Policy, or Agency Functions
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Agency:	Department of Corrections
Contact Person:	Alexandria Williams, Assistant General Counsel Phone: (850) 717-3603
Names of the Parties:	Joseph Gammaro v. Secretary, DOC, Kenneth S. Tucker, R. Dixon, Warden, Dr. Nicolas Cabrero Muniz, Health Chief Officer at Desoto Correctional Institution, FNU Peterson, Chief Health Administrator
Court with Jurisdiction:	United States District Court, Middle District of Florida, Ft. Myers Division
Case Number:	2:11cv88-FtM-36SPC
Summary of Complaint:	Plaintiff alleges that due to a lack of training and negligence, the intake officer confiscated and trashed his orthopedic prosthetic shoes.
Amount of the Claim:	The complaint seeks compensatory and punitive damages and a transfer to another institution.
Specific Law(s) Challenged:	No state law is specifically challenged. The complaint claims a violation of the Eighth and Fourteenth Amendments to United States Constitution and Title II of the ADA.
Status of the Case:	The parties have settled the case. **This case is considered closed and will be removed from the report for the next fiscal year.**
Agency Attorney:	Daniel Jones, Esq. Office of the Attorney General, Department of Legal Affairs, 1515 N. Flagler Ave., Suite 900, West Palm Beach, Florida 33401.
Plaintiff's Attorney:	John D. Mallah, Esq., Katzman, Garfinkel and Berger, 300 North Maitland Avenue, Maitland, Florida 32751.

Schedule VII: Agency Litigation Inventory
Significant Litigation Impacting Budget, Policy, or Agency Functions
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Agency:	Department of Corrections
Contact Person:	Alexandria Williams, Assistant General Counsel Phone: (850) 717-3603
Names of the Parties:	Donald Martinetti v. Kenneth S. Tucker, Secretary of the Florida Department of Corrections, in his official capacity
Court with Jurisdiction:	United States District Court, Southern District of Florida, West Palm Beach Division
Case Number:	11cv81146-Hurley/Hopkins
Summary of Complaint:	Plaintiff alleges that he is confined to a wheelchair due to degenerative disc disease of the spine. Plaintiff claims that the Department failed to comply with the ADA act by failing to develop a transition plan for structural compliance for facilities built after 1992 and failed to make modifications to allow compliance with the act in facilities built. Plaintiff also alleges that there was a failure to follow a medical specialist's recommendations, failure to provide disability aids, and failure to have the ADA coordinator respond to grievances. The case has been settled.
Amount of the Claim:	The complaint seeks declaratory and injunctive relief.
Specific Law(s) Challenged:	No state law is specifically challenged. The complaint claims a violation of Title II of the ADA and Rehabilitation Act.
Status of the Case:	The parties have settled the case.
Agency Attorney:	Kathleen Savor, Esq. Office of the Attorney General, 110 S.E. 6th St., 10th Floor, Ft. Lauderdale, Florida 33301.
Plaintiff's Attorneys:	John D. Mallah, Esq., Katzman, Garfinkel and Berger, 300 North Maitland Avenue, Maitland, Florida 32751 and Lawrence Fuller, Esq., Fuller and Fuller, PA., 12000 Biscayne Blvd., Suite 609, North Miami, Florida 33181.

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Significant Litigation Impacting Budget, Policy, or Agency Functions
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Agency:	Department of Corrections
Contact Person:	Alexandria Williams, Assistant General Counsel Phone: (850) 717-3603
Names of the Parties:	Donald Martinetti v. Major Davis, et al.
Court with Jurisdiction:	United States District Court, Middle District of Florida, Jacksonville Division
Case Number:	3:13cv780-99MMH-J
Summary of Complaint:	Plaintiff alleges that he is an inmate confined to a wheelchair due to degenerative disc disease of the spine. Plaintiff claims that DOC has failed to comply with the ADA act by failing to develop a transition plan for structural compliance for facilities built after 1992 and failed to make modifications to allow compliance with the ADA act in facilities built prior to 1992. Plaintiff also claims that the Department failed to follow a medical specialist's recommendations to meet his medical needs, failed to provide him aids, and failed to have the ADA coordinator respond to grievances.
Amount of the Claim:	The complaint seeks damages.
Specific Law(s) Challenged:	No state law is specifically challenged. The complaint claims a violation of Title II of the ADA and Rehabilitation Act and First Amendment of the US Constitution.
Status of the Case:	No responsive pleadings have been filed. The court ordered that a response is due after all Defendants have been served.
Agency Attorneys:	Dean Kowalchyk, Esq., and Shirley W. Durham, Esq., Office of the Attorney General, Department of Legal Affairs, The Capitol, PL-01, Tallahassee, Florida 32399.
Plaintiff's Attorney:	Michael Colgan, Esq., Katzman, Garfinkel and Berger, 300 North Maitland Avenue, Maitland, Florida 32751.

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Significant Litigation Impacting Budget, Policy, or Agency Functions
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Agency:	Department of Corrections
Contact Person:	Alexandria Williams, Assistant General Counsel Phone: (850) 717-3603
Names of the Parties:	Kenneth Rickerson v. Asst. Warden S. Gills, Dr. G. Kats-Kagan, Kerry Doyle H.S.A., et al.
Court with Jurisdiction:	Eleventh Circuit Court of Appeals, Atlanta, Georgia
Case Number:	13-11359 (Eleventh Circuit); 5:11cv279-MP-GRJ (District Court)
Summary of Complaint:	Plaintiff alleges that he is legally blind and after he was transferred to Graceville Correctional Facility, he requested repair or replacement of his cane and magnifier. Plaintiff claims that the request was approved but subsequently he was told that he had to be seen by the doctor before his cane is reissued and that his vision had been corrected and; therefore, he was no longer considered to have a disability.
Amount of the Claim:	The complaint seeks injunctive relief, compensatory and punitive damages.
Specific Law(s) Challenged:	No state law is specifically challenged. The complaint claims a violation of Title II of the ADA.
Status of the Case:	Defendants' motion to dismiss was granted. The case is currently on appeal.
Agency Attorneys:	Robert M. Stoler, Esq., Williams, Schifino, Mangione, et al., P.O. Box 380, Tampa, Florida 33601, Eric Neiberger, Esq., and Cedell Garland, Esq., Office of the Attorney General, Dept. of Legal Affairs,The Capitol, PL-01, Tallahassee, Florida 32399.
Plaintiff's Attorney:	Pro Se.

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Significant Litigation Impacting Budget, Policy, or Agency Functions
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Agency:	Department of Corrections
Contact Person:	Alexandria Williams, Assistant General Counsel Phone: (850) 717-3603
Names of the Parties:	Victor Parker v. Florida Dept. of Corrections, Kenneth S. Tucker, John Tate, David Reddick, Reynold Edwards, Nicolas O. Cabreo Nuniz, J. Lowe-Rushing, Susan Scigliano, Vivian A. Whidden
Court with Jurisdiction:	Eleventh Circuit Court of Appeals, Atlanta, Georgia
Case Number:	12-15954-B (Eleventh Circuit); 4:11cv609-SPM/GRJ (District Court)
Summary of Complaint:	Plaintiff alleges that he has been denied q-tips to clean his prosthetic eye, that he had medical passes confiscated or taken away, that he has been denied adequate sick call relief, and that he has been denied the use of his key lock. Plaintiff claims that this in violation of the ADA.
Amount of the Claim:	The complaint seeks declaratory and injunctive relief, compensatory and punitive damages.
Specific Law(s) Challenged:	No state law is specifically challenged. The complaint claims a violation of Title II of the ADA.
Status of the Case:	Defendants' motion to dismiss is pending.
Agency Attorneys:	Jamie Braun, Esq., Office of the Attorney General, Dept. of Legal Affairs, The Capitol, PL-01, Tallahassee, Florida 32399, and Anne McDonough, Esq., Office of the Attorney General, 501 E. Kennedy Blvd., Ste. 1100, Tampa, Florida 33602.
Plaintiff's Attorney:	Pro Se.

Schedule VII: Agency Litigation Inventory
Significant Litigation Impacting Budget, Policy, or Agency Functions
September 26, 2013

Agency:	Department of Corrections
Contact Person:	Alexandria Williams, Assistant General Counsel Phone: (850) 717-3603
Names of the Parties:	Charles Johnson, individually v. Florida Department of Corrections
Court with Jurisdiction:	United States District Court, Northern District of Florida, Tallahassee Division
Case Number:	4:10cv570-RH/CAS
Summary of Complaint:	Plaintiff alleges that he is being deprived of being able to listen to the TV and radio.
Amount of the Claim:	The complaint seeks declaratory and injunctive relief.
Specific Law(s) Challenged:	No state law is specifically challenged. The complaint claims a violation of Title II of the ADA, Rehabilitation Act, and 42 U.S.C. §1983.
Status of the Case:	The parties have settled the case. **This case is considered closed and will be removed from the report for the next fiscal year.**
Agency Attorney:	Susan Maher, Esq., Office of the Attorney General, Department of Legal Affairs, The Capitol, PL-01, Tallahassee, Florida 32399.
Plaintiff's Attorney:	Pro Se.

Schedule VII: Agency Litigation Inventory
Significant Litigation Impacting Budget, Policy, or Agency Functions
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Agency:	Department of Corrections
Contact Person:	Alexandria Williams, Assistant General Counsel Phone: (850) 717-3603
Names of the Parties:	Emmanuel Walker v. State of Florida, Dept. of Corrections, Kenneth Tucker, in his individual and official capacities as Secretary of State of Florida Department of Corrections
Court with Jurisdiction:	United States District Court, Northern District of Florida, Pensacola Division
Case Number:	3:12cv212-MCR/CJK
Summary of Complaint:	Plaintiff, who has two prosthetic legs, claims that he was discriminated against on the basis of his disability. Plaintiff claims that he was not given accommodations for the shower, cafeteria and other facilities.
Amount of the Claim:	The complaint seeks compensatory and punitive damages.
Specific Law(s) Challenged:	No state law is specifically challenged. The complaint claims a violation of Title II of the ADA and Rehabilitation Act.
Status of the Case:	The Department's summary judgment motion and motion to dismiss for lack of jurisdiction is pending.
Agency Attorneys:	Dean Kowalchyk, Esq., and Ian Garland, Esq., Office of the Attorney General, Department of Legal Affairs, The Capitol, PL-01, Tallahassee, Florida 32399.
Plaintiff's Attorney:	Steven Terry, Esq., P.O. Box 160091, Mobile, AL 36616.

Schedule VII: Agency Litigation Inventory
Significant Litigation Impacting Budget, Policy, or Agency Functions
September 26, 2013

Agency:	Department of Corrections
Contact Person:	Alexandria Williams, Assistant General Counsel Phone: (850) 717-3603
Names of the Parties:	Dennis McAninch v. Kenneth S. Tucker, Secretary of Florida Department of Corrections, in his official capacity; Warden Don Davis; Assistant Warden of Programs Randall Polk; Sergeant Morris
Court with Jurisdiction:	United States District Court, Middle District of Florida, Jacksonville Division
Case Number:	3:12cv899-TJC-TEM
Summary of Complaint:	Plaintiff claims that his disability is due to diabetes. Plaintiff claims that he was required to have a diet consistent with his known disability to maintain his insulin levels. Plaintiff also alleges that he was not provided with reasonable accommodations for his disabling spinal injury.
Amount of the Claim:	The complaint seeks declaratory and injunctive relief and compensatory and punitive damages.
Specific Law(s) Challenged:	No state law is specifically challenged. The complaint claims a violation of Title II of the ADA and 42 U.S. §1983.
Status of the Case:	The Department's motion to dismiss was denied. The parties are currently engaging in discovery.
Agency Attorneys:	Dean Kowalchyk, Esq., and Ian Garland, Esq., Office of the Attorney General, Department of Legal Affairs, The Capitol, PL-01, Tallahassee, Florida 32399.
Plaintiff's Attorneys:	John D. Mallah, Esq., and Karen Marcell, Esq., Katzman, Garfinkel and Berger, 300 North Maitland Avenue, Maitland, Florida.

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Significant Litigation Impacting Budget, Policy, or Agency Functions
September 26, 2013

Agency:	Department of Corrections
Contact Person:	Alexandria Williams, Assistant General Counsel Phone: (850) 717-3603
Names of the Parties:	Jerry Dieguez, Jr. v. Kenneth S. Tucker, Secretary
Court with Jurisdiction:	United States District Court, Southern District of Florida, Ft. Pierce Division
Case Number:	12-cv-14209-MARTINEZ/WHITE
Summary of Complaint:	Plaintiff seeks the court to consider the gravity of the alleged ADA discriminatory policies, practices and procedures of DOC. The Plaintiff also claims that he was not provided a lower bunk pass.
Amount of the Claim:	The complaint seeks declaratory and injunctive relief.
Specific Law(s) Challenged:	No state law is specifically challenged. The complaint claims a violation of Title II of the ADA and the Rehabilitation Act.
Status of the Case:	On or about July 30, 2013, an order was issued dismissing the case with prejudice. No appeal was filed. **This case is considered closed and will be removed from the report for the next fiscal year.**
Agency Attorney:	Daniel Jones, Esq. Office of the Attorney General, 1515 N. Flagler Ave., Suite 900, West Palm Beach, Florida 33401.
Plaintiff's Attorney:	Pro Se.

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September 26, 2013

Agency:	Department of Corrections
Contact Person:	Alexandria Williams, Assistant General Counsel Phone: (850) 717-3603
Names of the Parties:	George Pino v. The State of Florida, by and through the Florida Department of Corrections, et al.
Court with Jurisdiction:	United States District Court, Southern District of Florida, Miami Division
Case Number:	12-cv-24169-UU
Summary of Complaint:	Plaintiff alleges that he suffers from severe degenerative joint disease and osteoarthritis in both hips. Plaintiff claims that he was denied multiple evaluations and consultations and Defendants failed to timely take action to reasonably accommodate his needs.
Amount of the Claim:	The complaint seeks declaratory relief and damages.
Specific Law(s) Challenged:	No state law is specifically challenged. The complaint claims a violation of Title II of the ADA and the Rehabilitation Act and the Eighth Amendment to the United States Constitution.
Status of the Case:	On or about May 21, 2013, the court issued an order dismissing Count II of the amended complaint. The Department filed an answer as to Count I of the amended complaint.
Agency Attorney:	John Bajger, Esq., Office of the Attorney General, 1515 N. Flagler Ave., Suite 900, West Palm Beach, Florida 33401.
Plaintiff's Attorneys:	John D. Mallah, Esq., and Karen Marcell, Esq., Katzman, Garfinkel and Berger, 300 North Maitland Avenue, Maitland, Florida 32751.

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Agency:	Department of Corrections
Contact Person:	Alexandria Williams, Assistant General Counsel Phone: (850) 717-3603
Names of the Parties:	Adam Betancourt v. State of Florida, Department of Corrections, et al.
Court with Jurisdiction:	United States District Court, Middle District of Florida, Jacksonville Division
Case Number:	3:13cv287-J-20JRK
Summary of Complaint:	Plaintiff alleges that he is confined to a wheelchair and his cell did not have handlebars commonly used by paraplegics to assist them in getting out of their wheelchairs. Plaintiff also alleges that he has not received proper medical attention.
Amount of the Claim:	The complaint seeks declaratory and injunctive relief and damages.
Specific Law(s) Challenged:	No state law is specifically challenged. The complaint claims a violation of Title II of the ADA and the Rehabilitation Act.
Status of the Case:	The Defendants' answer has been filed. The parties are currently engaging in discovery.
Agency Attorney:	Dean Kowalchyk, Esq., Office of the Attorney General, Department of Legal Affairs, The Capitol, PL-01, Tallahassee, Florida 32399.
Plaintiff's Attorneys:	John D. Mallah, Esq., and Karen Marcell, Esq., and Michael Colgan, Katzman, Garfinkel and Berger, 300 North Maitland Avenue, Maitland, Florida 32751.

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Agency:	Department of Corrections
Contact Person:	Alexandria Williams, Assistant General Counsel Phone: (850) 717-3603
Names of the Parties:	Kenneth Odom v. Florida Department of Corrections, et al.
Court with Jurisdiction:	United States District Court, Northern District of Florida, Pensacola Division
Case Number:	3:09cv570-MCR/CJK
Summary of Complaint:	Inmate alleges that he was placed in a cell that was not equipped for impaired inmates, that he was not allowed to go to the recreation yard, that his medically approved boots and can were taken away from him and that he has been denied pain medication.
Amount of the Claim:	The complaint seeks declaratory and injunctive relief and damages.
Specific Law(s) Challenged:	No state law is specifically challenged. The complaint claims a violation of Title II of the ADA and Eighth Amendment of the United States Constitution.
Status of the Case:	The Defendants' answer has been filed.
Agency Attorney:	William Bissell, Esq. and Marcus Graper, Esq., Office of the Attorney General, Department of Legal Affairs, The Capitol, PL-01, Tallahassee, Florida 32399.
Plaintiff's Attorney:	Pro se.

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Agency:	Department of Corrections
Contact Person:	Alexandria Williams, Assistant General Counsel Phone: (850) 717-3603
Names of the Parties:	John Brown v. Michael Crews, et al.
Court with Jurisdiction:	United States District Court, Middle District of Florida, Jacksonville Division
Case Number:	3:13cv36-J-34TEM
Summary of Complaint:	Plaintiff alleges that he was required to work in an unsafe environment and was exposed to asbestos without being provided with any safety equipment nor being provided with any safety precautions.
Amount of the Claim:	The complaint seeks declaratory and injunctive relief and damages.
Specific Law(s) Challenged:	No state law is specifically challenged. The complaint claims a violation of the Eighth and Fourteenth Amendments of the United States Constitution.
Status of the Case:	The Defendants' answer has been filed as to Count I of the complaint. The Defendants filed a motion to dismiss as to Count II of the complaint and that motion is still pending. The parties are currently engaged in discovery.
Agency Attorney:	Dean Kowalchyk, Esq., Office of the Attorney General, Department of Legal Affairs, The Capitol, PL-01, Tallahassee, Florida 32399.
Plaintiff's Attorneys:	Karen Marcell, Esq., and Michael Colgan, Esq., Katzman, Garfinkel and Berger, 300 North Maitland Avenue, Maitland, Florida 32751.

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Agency:	Department of Corrections
Contact Person:	Alexandria Williams, Assistant General Counsel Phone: (850) 717-3603
Names of the Parties:	William Raymond Yates, Jr. v. Kenneth S. Tucker, Fla. Dept. of Corrections.
Court with Jurisdiction:	Second Judicial Circuit Court, Leon County, Florida
Case Number:	2012CA1658
Summary of Complaint:	Plaintiff alleges that the Florida Statutes prohibit smoking inside correctional facilities. He claims that this does not mean that inmates and visitors cannot smoke in outside designated areas as staff do or that tobacco products should not be sold in the canteens.
Amount of the Claim:	The complaint seeks mandamus relief.
Specific Law(s) Challenged:	No state law is specifically challenged.
Status of the Case:	On or about December 4, 2012, the court issued an order denying the petition. The Plaintiff did not file an appeal.
Agency Attorney:	Dan Johnson, Esq., Office of the Attorney General, Dept. of Legal Affairs, The Capitol, PL-01, Tallahassee, Florida 32399.
Plaintiff's Attorney:	Pro Se.

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September 26, 2013

Agency:	Department of Corrections
Contact Person:	Alexandria Williams, Assistant General Counsel Phone: (850) 717-3603
Names of the Parties:	Jessie Milton v. Kathryn Turner, Blanco Campos, Sgt. R. Moore, and T. Neal
Court with Jurisdiction:	United States District Court, Middle District of Florida, Ocala Division
Case Number:	5:07cv432-Oc-10PRL
Summary of Complaint:	Plaintiff alleges that he is a diabetic and the Defendants made him work on a mowing crew which caused him to suffer damages to the skin of his inner thigh and pubic area and that he now has an infected toe.
Amount of the Claim:	The complaint seeks compensatory and punitive damages.
Specific Law(s) Challenged:	No state law is specifically challenged. The Complaint claims a violation of the Eighth Amendment of the United States Constitution.
Status of the Case:	Defendants' motion for summary judgment is pending.
Agency Attorney:	Kenneth Wilson, Esq., Office of the Attorney General, Dept. of Legal Affairs, 501 E. Kennedy Blvd., Suite 1100, Tampa, Florida 33602.
Plaintiff's Attorney:	Pro Se.

Schedule VII: Agency Litigation Inventory
Significant Litigation Impacting Budget, Policy, or Agency Functions
September 26, 2013

Agency:	Department of Corrections
Contact Person:	Alexandria Williams, Assistant General Counsel Phone: (850) 717-3603
Names of the Parties:	Timothy McCoy v. FDOC, et al.
Court with Jurisdiction:	United States District Court, Northern District of Florida, Tallahassee Division
Case Number:	4:12cv120-RH/CAS
Summary of Complaint:	Plaintiff claims inappropriate treatment for is mild degenerative joint disease of the lumbar spine. Inmate claims that treatment by Department staff has resulted in him having a left foot drop and left leg weakness and incontinence.
Amount of the Claim:	The complaint seeks compensatory and punitive damages.
Specific Law(s) Challenged:	No state law is specifically challenged. The Complaint claims a violation of the Eighth Amendment of the United States Constitution.
Status of the Case:	The parties have settled the case. **This case is considered closed and will be removed from the report for the next fiscal year.**
Agency Attorneys:	Laura Beth Faragasso, Esq. and Miriam Coles, Esq., P.O. Drawer 14079, Tallahassee, Florida 32317.
Plaintiff's Attorney:	Keith M. Carter, Esq., One Tampa Center, 201 N. Franklin Street, 7th Floor, Tampa, Florida 33602.

Schedule VII: Agency Litigation Inventory
Significant Litigation Impacting Budget, Policy, or Agency Functions
September 26, 2013

Agency:	Department of Corrections
Contact Person:	Alexandria Williams, Assistant General Counsel Phone: (850) 717-3603
Names of the Parties:	Nathaniel R. Brazill v. Beth Cowart, et al.
Court with Jurisdiction:	United States District Court, Middle District of Florida, Ft. Myers Division
Case Number:	2:10cv458-FtM-29DNF
Summary of Complaint:	Plaintiff states that he was transferred from DeSoto Correctional Institution, while still on administrative confinement status, due to retaliation for filing a civil lawsuit.
Amount of the Claim:	The complaint seeks compensatory and punitive damages.
Specific Law(s) Challenged:	No state law is specifically challenged. The Complaint claims a violation of the First Amendment of the United States Constitution.
Status of the Case:	Mediation is scheduled for January 14, 2014.
Agency Attorney:	Kenneth V. Wilson, Esq., Office of the Attorney General, Suite 1100, 501 E. Kennedy Blvd., Tampa, Florida 33602.
Plaintiff's Attorney:	Pro Se.

Schedule VII: Agency Litigation Inventory
Significant Litigation Impacting Budget, Policy, or Agency Functions
September 26, 2013

Agency:	Department of Corrections
Contact Person:	Alexandria Williams, Assistant General Counsel Phone: (850) 717-3603
Names of the Parties:	Sebastian Kothmann v. Luz Rosario, M.D.
Court with Jurisdiction:	Eleventh Circuit Court of Appeals, Atlanta, Georgia
Case Number:	13-13166-FF (Eleventh Circuit); 5:13cv28-Oc-22 PRL(District Court)
Summary of Complaint:	Plaintiff is a transgender person. Plaintiff states that he was denied care for his diagnosed Gender Identity Disorder (GID). Plaintiff further states that as a result of the Defendant's refusal to provide medical care to him, he has suffered physical and emotional harm.
Amount of the Claim:	The complaint seeks damages.
Specific Law(s) Challenged:	No state law is specifically challenged. The Complaint claims a violation of the Eighth Amendment of the United States Constitution.
Status of the Case:	The Defendant's motion to dismiss was denied without prejudice. Defendant filed a notice of appeal. Mediation is scheduled in this case on October 22, 2013.
Agency Attorney:	Enoch Jon Whitney, Esq., Office of the Attorney General, Dept. of Legal Affairs, The Capitol, PL-01, Tallahassee, Florida 32399.
Plaintiff's Attorney:	Cassandra Capobianco, Esq., Florida Institutional Legal Services, Suite 412, 14260 W. Newberry Road, Newberry, Florida 32669.

Schedule VII: Agency Litigation Inventory
Significant Litigation Impacting Budget, Policy, or Agency Functions
September 26, 2013

Agency:	Department of Corrections
Contact Person:	Alexandria Williams, Assistant General Counsel Phone: (850) 717-3603
Names of the Parties:	Etheria Jackson v. Steven Singer, et al.
Court with Jurisdiction:	United States District Court, Middle District of Florida, Jacksonville Division
Case Number:	3:10cv1130-MMH-MCR
Summary of Complaint:	Plaintiff states that Florida's lethal injection is unnecessarily risky with infliction of pain and suffering and creates a substantial risk of serious harm.
Amount of the Claim:	The complaint seeks declaratory and injunctive relief.
Specific Law(s) Challenged:	No state law is specifically challenged. The Complaint claims a violation of the Eighth and Fourteenth Amendments of the United States Constitution.
Status of the Case:	Defendants' motion to dismiss and motion to stay discovery were filed. A hearing is set for November 6, 2013, for all pending motions.
Agency Attorneys:	Susan Maher, Esq., and Meredith Charbula, Esq., Office of the Attorney General, Dept. of Legal Affairs, The Capitol, PL-01, Tallahassee, Florida 32399, Kenneth Nunnelly, Esq., Office of the Attorney General, 444 Seabreeze Blvd., Suite 500, Daytona Beach, Florida 32118, Carol Marie Ditmar, Esq. and Katherine Vickers Blanco, Esq., Office of the Attorney General, 3507 E. Frontage Road, Suite 200, Tampa, Florida 33607.
Plaintiff's Attorneys:	Maria E. DeLiberato, Esq. and Marie-Louise Samuel Parmer, Esq., Capital Collateral Regional Counsel, 3801 Corporex Park Drive, Suite 210, Tampa, Florida 33619 and Eric Freedman, Esq., 250 W. 94th Street, New York, NY 10025.

Schedule VII: Agency Litigation Inventory
Significant Litigation Impacting Budget, Policy, or Agency Functions
September 26, 2013

Agency:	Department of Corrections
Contact Person:	Alexandria Williams, Assistant General Counsel Phone: (850) 717-3603
Names of the Parties:	Dane Abdool v. John Palmer, et al.
Court with Jurisdiction:	United States District Court, Middle District of Florida, Jacksonville Division
Case Number:	3:13cv413-J-34JBT
Summary of Complaint:	Plaintiff states that Florida's lethal injection is unnecessarily risky with infliction of pain and suffering and creates a substantial risk of serious harm.
Amount of the Claim:	The complaint seeks declaratory and injunctive relief.
Specific Law(s) Challenged:	No state law is specifically challenged. The Complaint claims a violation of the Eighth and Fourteenth Amendments of the United States Constitution.
Status of the Case:	Defendants' motion to dismiss and motion to stay discovery were filed. Plaintiff filed a motion to consolidate this case with case number 3:10cv1130. A hearing is set for November 6, 2013, on all pending motions.
Agency Attorneys:	Susan Maher, Esq., Office of the Attorney General, Dept. of Legal Affairs, The Capitol, PL-01, Tallahassee, Florida 32399 and Scott A. Browne, Esq., Office of the Attorney General, 3507 E. Frontage Road, Suite 200, Tampa, Florida 33607.
Plaintiff's Attorneys:	Maria E. DeLiberato, Esq. and Marie-Louise Samuel Parmer, Esq., Capital Collateral Regional Counsel, 3801 Corporex Park Drive, Suite 210, Tampa, Florida 33619 .

Schedule VII: Agency Litigation Inventory
Significant Litigation Impacting Budget, Policy, or Agency Functions
September 26, 2013

Agency:	Department of Corrections
Contact Person:	Alexandria Williams, Assistant General Counsel Phone: (850) 717-3603
Names of the Parties:	Charles Brant v. J. Palmer, et al.
Court with Jurisdiction:	United States District Court, Middle District of Florida, Jacksonville Division
Case Number:	3:13cv412-J-32MCR
Summary of Complaint:	Plaintiff states that Florida's lethal injection is unnecessarily risky with infliction of pain and suffering and creates a substantial risk of serious harm.
Amount of the Claim:	The complaint seeks declaratory and injunctive relief.
Specific Law(s) Challenged:	No state law is specifically challenged. The Complaint claims a violation of the Eighth and Fourteenth Amendments of the United States Constitution.
Status of the Case:	Defendants' motion to dismiss and motion to stay discovery were filed. Plaintiff filed a motion to consolidate this case with case number 3:10cv1130. A hearing is set for November 6, 2013, on all pending motions.
Agency Attorneys:	Susan Maher, Esq., Office of the Attorney General, Dept. of Legal Affairs, The Capitol, PL-01, Tallahassee, Florida 32399 and Katherine Vickers Blanco, Esq., Office of the Attorney General, 3507 E. Frontage Road, Suite 200, Tampa, Florida 33607.
Plaintiff's Attorneys:	Maria E. DeLiberato, Esq. and Marie-Louise Samuel Parmer, Esq., Capital Collateral Regional Counsel, 3801 Corporex Park Drive, Suite 210, Tampa, Florida 33619 .

Schedule VII: Agency Litigation Inventory
Significant Litigation Impacting Budget, Policy, or Agency Functions
September 26, 2013

Agency:	Department of Corrections
Contact Person:	Alexandria Williams, Assistant General Counsel Phone: (850) 717-3603
Names of the Parties:	Alvin Morton v. John Palmer, et al.
Court with Jurisdiction:	United States District Court, Middle District of Florida, Tampa Division
Case Number:	8:13cv989-T-30AEP
Summary of Complaint:	Plaintiff states that Florida's lethal injection is unnecessarily risky with infliction of pain and suffering and creates a substantial risk of serious harm.
Amount of the Claim:	The complaint seeks declaratory and injunctive relief.
Specific Law(s) Challenged:	No state law is specifically challenged. The Complaint claims a violation of the Eighth and Fourteenth Amendments of the United States Constitution.
Status of the Case:	Defendants' motion to dismiss and motion to stay discovery were filed. The court has administratively closed the case pending the outcome of the related Jacksonville Division death row cases.
Agency Attorneys:	Susan Maher, Esq., Office of the Attorney General, Dept. of Legal Affairs, The Capitol, PL-01, Tallahassee, Florida 32399 and Scott A. Browne, Esq., Office of the Attorney General, 3507 E. Frontage Road, Suite 200, Tampa, Florida 33607.
Plaintiff's Attorneys:	Maria E. DeLiberato, Esq. and Marie-Louise Samuel Parmer, Esq., Capital Collateral Regional Counsel, 3801 Corporex Park Drive, Suite 210, Tampa, Florida 33619 .

Schedule VII: Agency Litigation Inventory
Significant Litigation Impacting Budget, Policy, or Agency Functions
September 26, 2013

Agency:	Department of Corrections
Contact Person:	Alexandria Williams, Assistant General Counsel Phone: (850) 717-3603
Names of the Parties:	Joe Nixon v. John Palmer, et al.
Court with Jurisdiction:	United States District Court, Middle District of Florida, Jacksonville Division
Case Number:	3:13cv-433-J-99MMH-MCR
Summary of Complaint:	Plaintiff states that Florida's lethal injection is unnecessarily risky with infliction of pain and suffering and creates a substantial risk of serious harm.
Amount of the Claim:	The complaint seeks declaratory and injunctive relief.
Specific Law(s) Challenged:	No state law is specifically challenged. The Complaint claims a violation of the Eighth and Fourteenth Amendments of the United States Constitution.
Status of the Case:	Defendants' motion to dismiss and motion to stay discovery were filed. Plaintiff filed a motion to consolidate this case with case number 3:10cv1130. A hearing is set for November 6, 2013, on all pending motions.
Agency Attorneys:	Susan Maher, Esq., and Carolyn Snurkowski, Esq., Office of the Attorney General, Dept. of Legal Affairs, The Capitol, PL-01, Tallahassee, Florida 32399.
Plaintiff's Attorneys:	Maria E. DeLiberato, Esq. and Marie-Louise Samuel Parmer, Esq., Capital Collateral Regional Counsel, 3801 Corporex Park Drive, Suite 210, Tampa, Florida 33619, Eric Freedman, Esq., 250 W. 94th Street, New York, NY 10025, and Hali M. Anderson, Esq., 501 W. Broadway, 19th Fl., San Diego, CA 92101.

Schedule VII: Agency Litigation Inventory
Significant Litigation Impacting Budget, Policy, or Agency Functions
September 26, 2013

Agency:	Department of Corrections
Contact Person:	Alexandria Williams, Assistant General Counsel Phone: (850) 717-3603
Names of the Parties:	Fred Anderson v. John Palmer, et al.
Court with Jurisdiction:	United States District Court, Middle District of Florida, Jacksonville Division
Case Number:	5:13cv188-Oc-10PRL
Summary of Complaint:	Plaintiff states that Florida's lethal injection is unnecessarily risky with infliction of pain and suffering and creates a substantial risk of serious harm.
Amount of the Claim:	The complaint seeks declaratory and injunctive relief.
Specific Law(s) Challenged:	No state law is specifically challenged. The Complaint claims a violation of the Eighth and Fourteenth Amendments of the United States Constitution.
Status of the Case:	The Defendants' motion to dismiss and stay discovery are pending.
Agency Attorneys:	Susan Maher, Esq., and Meredith Charbula, Esq., Office of the Attorney General, Dept. of Legal Affairs, The Capitol, PL-01, Tallahassee, Florida 32399, and Kenneth Nunnelly, Esq., Office of the Attorney General, 444 Seabreeze Blvd., Suite 500, Daytona Beach, Florida 32118.
Plaintiff's Attorneys:	Maria E. DeLiberato, Esq. and Marie-Louise Samuel Parmer, Esq., Capital Collateral Regional Counsel, 3801 Corporex Park Drive, Suite 210, Tampa, Florida 33619 .

Schedule VII: Agency Litigation Inventory
Significant Litigation Impacting Budget, Policy, or Agency Functions
September 26, 2013

Agency:	Department of Corrections
Contact Person:	Alexandria Williams, Assistant General Counsel Phone: (850) 717-3603
Names of the Parties:	Henry Sireci v. Florida State Prison, et al.
Court with Jurisdiction:	United States District Court, Middle District of Florida, Orlando Division
Case Number:	6:13cv631-ACC-KRS
Summary of Complaint:	Plaintiff states that Florida's lethal injection is unnecessarily risky with infliction of pain and suffering and creates a substantial risk of serious harm.
Amount of the Claim:	The complaint seeks declaratory and injunctive relief.
Specific Law(s) Challenged:	No state law is specifically challenged. The Complaint claims a violation of the Eighth and Fourteenth Amendments of the United States Constitution.
Status of the Case:	The Defendants' motion to dismiss and motion to stay discovery are pending.
Agency Attorneys:	Susan Maher, Esq., and Meredith Charbula, Esq., Office of the Attorney General, Dept. of Legal Affairs, The Capitol, PL-01, Tallahassee, Florida 32399 and Scott A. Browne, Esq., Office of the Attorney General, 3507 E. Frontage Road, Suite 200, Tampa, Florida 33607.
Plaintiff's Attorneys:	Maria E. DeLiberato, Esq. and Marie-Louise Samuel Parmer, Esq., Capital Collateral Regional Counsel, 3801 Corporex Park Drive, Suite 210, Tampa, Florida 33619 and Eric Freedman, Esq., 250 W. 94th Street, New York, NY 10025.

Schedule VII: Agency Litigation Inventory
Significant Litigation Impacting Budget, Policy, or Agency Functions
September 26, 2013

Agency:	Department of Corrections
Contact Person:	Alexandria Williams, Assistant General Counsel Phone: (850) 717-3603
Names of the Parties:	Curtis David Bobo, Jason Scott, and Mark Allen Bir, et al. v. Michael Crews, Secretary, Florida Department of Corrections
Court with Jurisdiction:	First District Court of Appeal, Tallahassee, Florida
Case Number:	1D13-2911 (First DCA); 2012CA4086 (Circuit Court)
Summary of Complaint:	Inmates allege that the revised version of Chapter 794, F.S., as it appears in the 1974 statutes, was never approved by the 1974 legislature; therefore, the statute is invalid and in violation of Art. III §6, Florida Constitution.
Amount of the Claim:	The complaint seeks declaratory relief.
Specific Law(s) Challenged:	The inmates challenge the constitutionality of Chapter 794, Florida Statutes.
Status of the Case:	The circuit court issued an order dismissing the case. The case is currently on appeal.
Agency Attorney:	Mark Dunn, Esq., Office of the Attorney General, Dept. of Legal Affairs, The Capitol, PL-01, Tallahassee, Florida 32399.
Plaintiff's Attorney:	Pro Se.

Schedule VII: Agency Litigation Inventory
Significant Litigation Impacting Budget, Policy, or Agency Functions
September 26, 2013

Agency:	Department of Corrections
Contact Person:	Alexandria Williams, Assistant General Counsel Phone: (850) 717-3603
Names of the Parties:	Prison Legal News, a project of the Human Rights Defense Center, a not-for-profit, Washington Charitable Corporation v. The GEO Group, Inc., a Florida Corporation, Corrections Corporation of America, a Tennessee Corporation, registered in and doing business in the State of Florida, and Kenneth S. Tucker, in his official capacity as Secretary of the Florida Department of Corrections
Court with Jurisdiction:	United States District Court, Northern District of Florida, Tallahassee Division
Case Number:	4:12cv239-MW/CAS
Summary of Complaint:	Plaintiff claims that the Defendants, through their application of Rule 33-501.401(3) F.A.C., rejects publications if it contains advertisements or promotes three way calling, pen pal services, and purchase of products or services with postage stamps. Plaintiff claims that this has caused substantial harm to Plaintiff by denying its right to send literature to inmate subscribers and chills Plaintiff's ability to communicate with inmate subscribers.
Amount of the Claim:	The complaint seeks declaratory judgment and injunctive relief.
Specific Law(s) Challenged:	No state law is specifically challenged. The complaint claims violations of the First, Fifth and Fourteenth Amendments to the US Constitution.
Status of the Case:	The Department's answer has been filed. The Plaintiffs' and Defendants' summary judgment motions are pending.
Agency Attorneys:	Susan Maher, Esq. Jason Vail, Esq., and Cedell Garland, Esq., Office of the Attorney General, Dept. of Legal Affairs, The Capitol, PL-01, Tallahassee, Florida 32399.
Plaintiffs' Attorneys:	Randall C. Berg, Jr., Esq., Dante Trevisani, Esq., Florida Justice Institute, Inc., 3750 Miami Tower, 100 S.E. Second Street, Miami, Florida 33131, Benjamin J. Stevenson, P.O. Box 12723, Pensacola, Florida 32591 and Lance Weber, Esq., Human Rights Defense Center, P.O. Box 2420, Brattleboro, VT 05303.

Schedule VII: Agency Litigation Inventory
Significant Litigation Impacting Budget, Policy, or Agency Functions
September 26, 2013

Agency:	Department of Corrections
Contact Person:	Alexandria Williams, Assistant General Counsel Phone: (850) 717-3603
Names of the Parties:	Council for Secular Humanism, Inc., Richard Hull and Elaine Hull v. Kenneth S. Tucker, et al.
Court with Jurisdiction:	Second Judicial Circuit Court, Leon County, Florida
Case Number:	2007 CA 1358
Summary of Complaint:	Plaintiffs challenge the constitutionality of faith-based residential substance abuse treatment programs. Plaintiffs seek a declaration and injunction that Sections 944.473 and 944.4731, Florida Statutes, under which certain faith based rehabilitation programs are provided by contractors and administered by the Department, violate Article 1, Section 3, of the Florida Constitution.
Amount of the Claim:	The complaint seeks declaratory and injunctive relief.
Specific Law(s) Challenged:	Sections 944.473 and 944.4731, Florida Statutes.
Status of the Case:	The Second Judicial Circuit Court issued an order granting the Defendant's motion for judgment on the pleadings and the case was appealed to the First District Court of Appeals. The appellate court reversed the lower court's ruling and remanded the case. The Department's motion to dismiss was denied. The parties are currently engaged in discovery.
Agency Attorney:	Karen Brodeen, Esq., Office of the Attorney General, Dept. of Legal Affairs, The Capitol, PL-01, Tallahassee, Florida 32399-1050.
Plaintiffs' Attorney:	Christine Davis Graves, Esq., Carlton Fields, 215 S. Monroe St., Ste. 500, Tallahassee, Florida 32301.

Schedule VII: Agency Litigation Inventory
Significant Litigation Impacting Budget, Policy, or Agency Functions
September 26, 2013

Agency:	Department of Corrections
Contact Person:	Alexandria Williams, Assistant General Counsel Phone: (850) 717-3603
Names of the Parties:	Blairstone Delaware, LLC. V. State of Florida Department of Corrections, et al.
Court with Jurisdiction:	Second Judicial Circuit Court, Leon County, Florida
Case Number:	2012 CA 4007
Summary of Complaint:	Plaintiff alleges that DOC failed to relocate all of its state employees off the premises to a state owned building as required under Section XXI of the lease. Plaintiff also alleges that DOC failed to act in good faith in seeking to modify or terminate the lease, that DOC failed to make a reasonable effort to place another state agency in the premises, and that DOC's termination of the lease constituted default under the lease.
Amount of the Claim:	The complaint seeks damages.
Specific Law(s) Challenged:	No state law is specifically challenged.
Status of the Case:	The Department of Corrections' motion for summary judgment is pending, and the Department of Management Services' motion to dismiss is pending.
Agency Attorney:	Jonathan Glogau, Esq., Office of the Attorney General, Dept. of Legal Affairs, The Capitol, PL-01, Tallahassee, Florida 32399-1050.
Plaintiffs' Attorneys:	Tucker H. Boyd, Esq., Morgan & Morgan, P.A., 20 North Orange Avenue, Orlando, Florida 32801, James S. Campbell, Esq. and J. Nixon Daniel, Esq., Beggs and Lane, RLLP, P.O. Box 12950, Pensacola, Florida 32591.

Schedule VII: Agency Litigation Inventory
Significant Litigation Impacting Budget, Policy, or Agency Functions
September 26, 2013

Agency:	Department of Corrections
Contact Person:	Alexandria Walters, Assistant General Counsel Phone: (850) 717-3603
Names of the Parties:	Teamsters Local Union No. 2011 v. Florida Department of Corrections
Court with Jurisdiction:	Division of Administrative Hearings
Case Number:	12-1070RP
Summary of Complaint:	The teamsters filed a petition pursuant to Section 120.56, Florida Statutes, challenging the Department's proposed change to Rule 33-302.110, Florida Administrative Code, *Written Monthly Reports*, as an invalid exercise of delegated legislative authority.
Amount of the Claim:	The complaint seeks to invalidate a proposed rule.
Specific Law(s) Challenged:	No state law is specifically challenged.
Status of the Case:	The teamsters filed a notice of withdrawal. **This case is considered closed and will be removed from the report for the next fiscal year.**
Agency Attorneys:	Tom Barnhart, Esq. and Lynette Norr, Esq., Office of the Attorney General, The Capitol, PL-01, Tallahassee, Florida 32399-1050.
Plaintiffs' Attorney:	Osnat K. Rind, Esq., Phillips. Richard, and Rind, P.A., 9360 SW 72nd Street, Suite 283, Miami, Florida 33173.

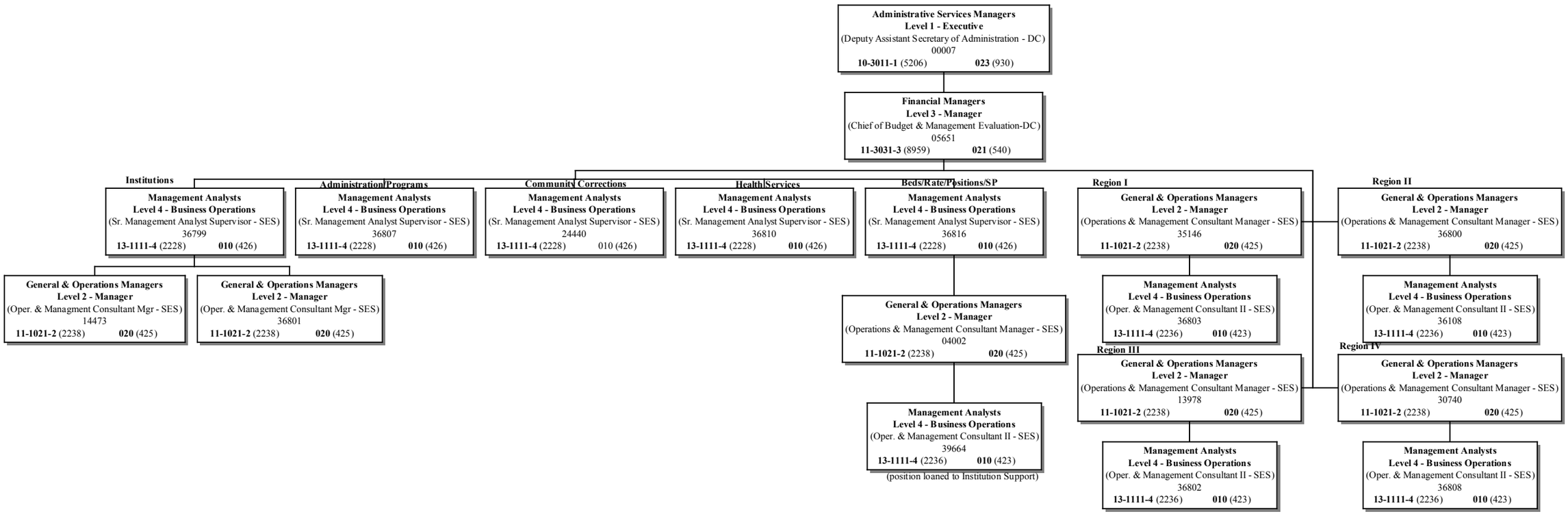
Schedule VII: Agency Litigation Inventory
Significant Litigation Impacting Budget, Policy, or Agency Functions
September 26, 2013

Agency:	Department of Corrections
Contact Person:	Alexandria Walters, Assistant General Counsel Phone: (850) 717-3603
Names of the Parties:	Teamsters Local Union No. 2011 v. Florida Department of Corrections
Court with Jurisdiction:	Division of Administrative Hearings
Case Number:	12-001122RU
Summary of Complaint:	The teamsters filed a petition pursuant to Section 120.56, Florida Statutes, alleging that a Department memorandum clarifying adjustments to probation officers non-critical supervision activities constitutes a rule pursuant to Section 120.52, Florida Statutes, and must be adopted by rulemaking procedures.
Amount of the Claim:	The complaint seeks to invalidate the memorandum.
Specific Law(s) Challenged:	No state law is specifically challenged.
Status of the Case:	On July 25, 2012, the Administrative Law Judge issued a final order dismissing the petition. **This case is considered closed and will be removed from the report for the next fiscal year.**
Agency Attorneys:	Tom Barnhart, Esq. and Lynette Norr, Esq., Office of the Attorney General, The Capitol, PL-01, Tallahassee, Florida 32399-1050.
Plaintiffs' Attorney:	Osnat K. Rind, Esq., Phillips. Richard, and Rind, P.A., 9360 SW 72nd Street, Suite 283, Miami, Florida 33173.

Department of Corrections 70
Chief of Staff 20
Assistant Secretary for Administration 10
Budget & Management Evaluation 11

Budget & Management Evaluation
Central Office

Submitted : 6-2011
Verified by: Lillie McGriff
Effective 7-1-2011



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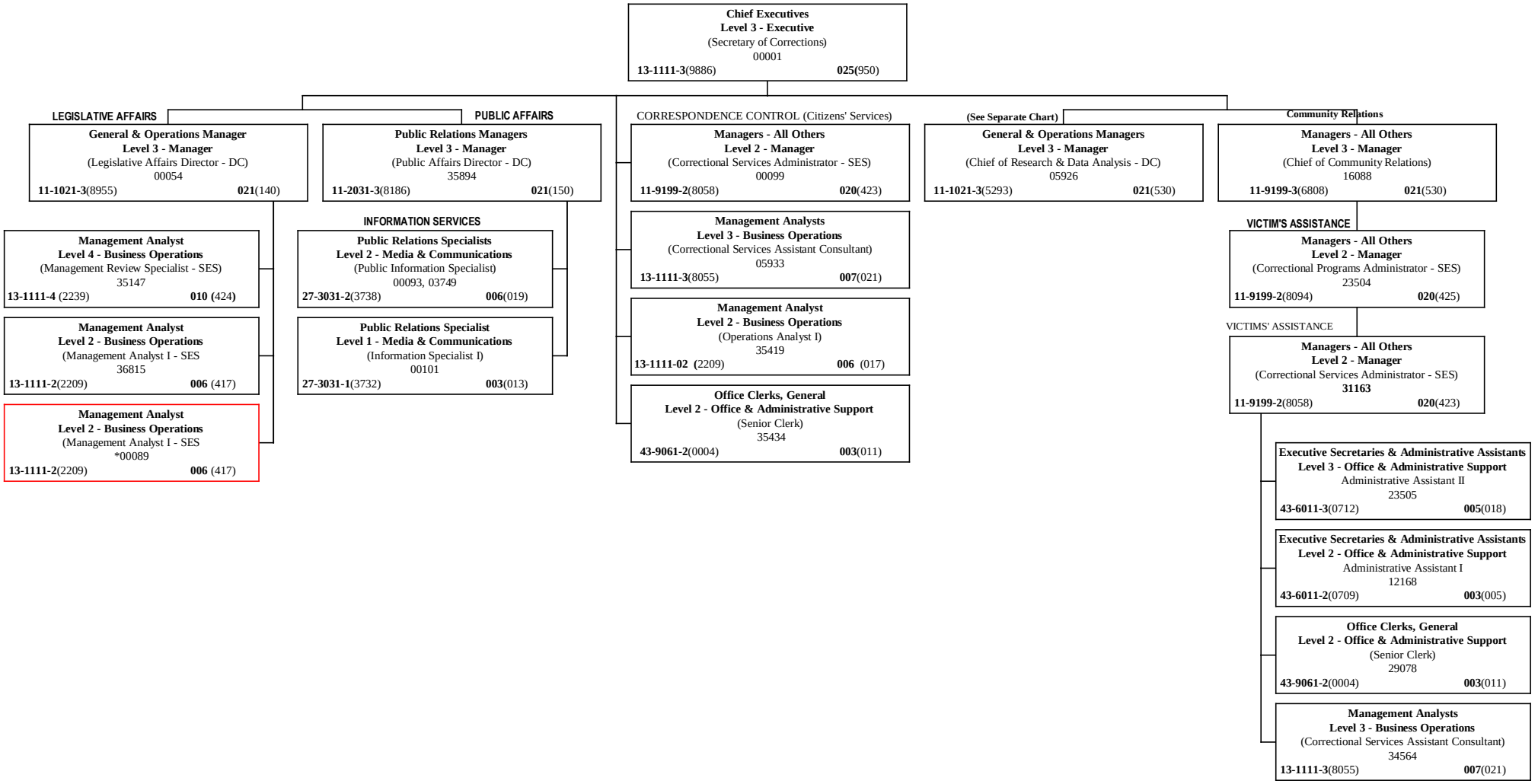
Deleted 36107 Operations & Management Consultant Manager-SES
Deleted 36813 Operations & Management Consultant II-SES

Department of Corrections
Secretary's Office 70
***Chief of Staff 10
Legislative Affairs 10
Public Affairs 20
Correspondence Control 21
Victim's Assistance 22
Research & Data Analysis 23-90

Chief of Staff Office
Legislative Affairs - Public Affairs

Submitted: 8-2011
Verified by: Lillie McGriff
Effective: 8-5-2011

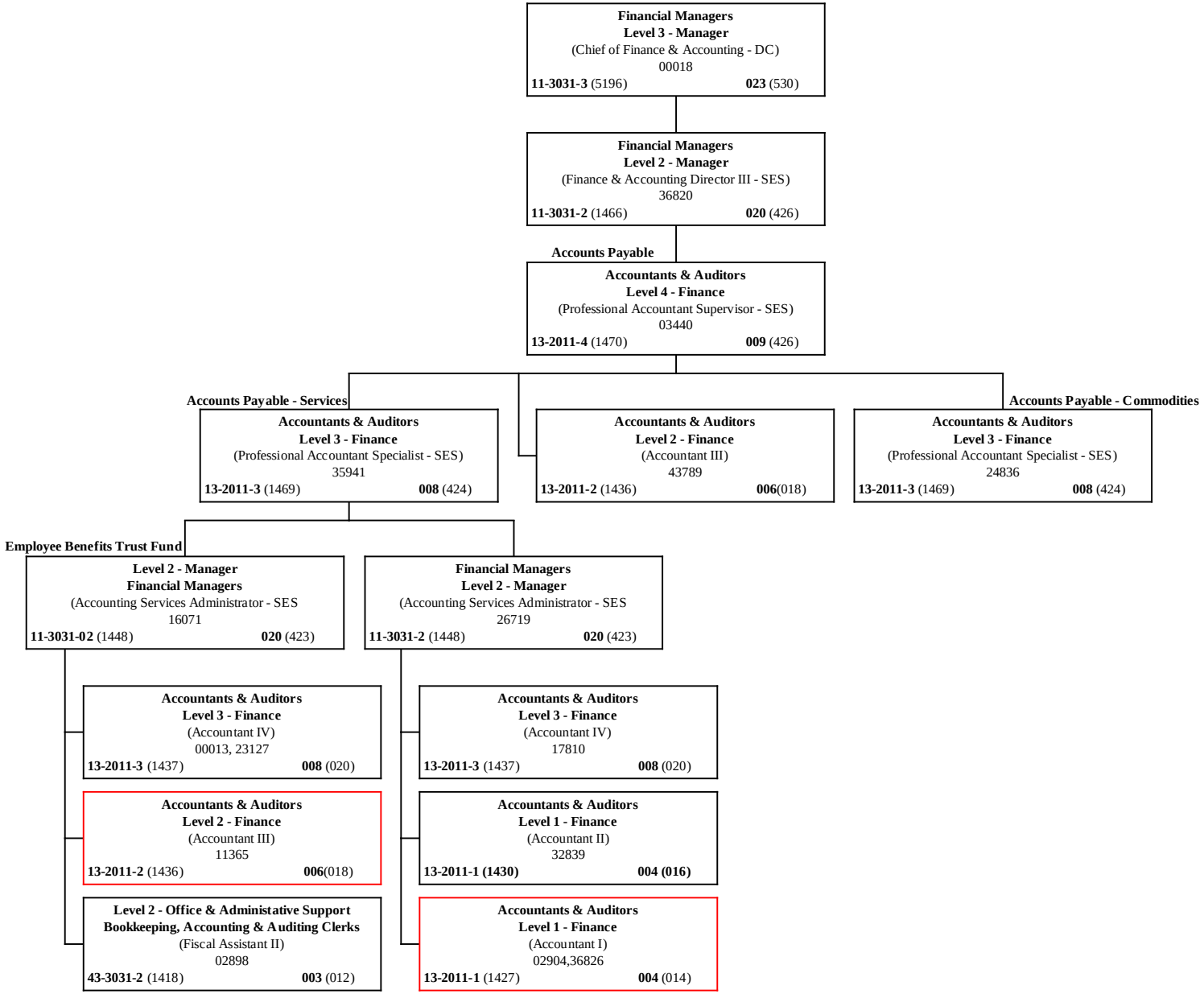


00089 reclassified to Management Analyst I - SES from Administrative Assistant I - SES, effective 8-5-2011

Department of Corrections 70
Chief of Staff 20
Administration 10
Finance & Accounting 10
Court Ordered Payment System - OTF 02-93

Central Office Finance & Accounting
Accounts Payable / COPS / FCO, Grants, Receipts
Chart 1 of 3 (Accounts Payable)

Submitted: 6-2011
Verified by: L. McGriff
Effective: 7-1-2011

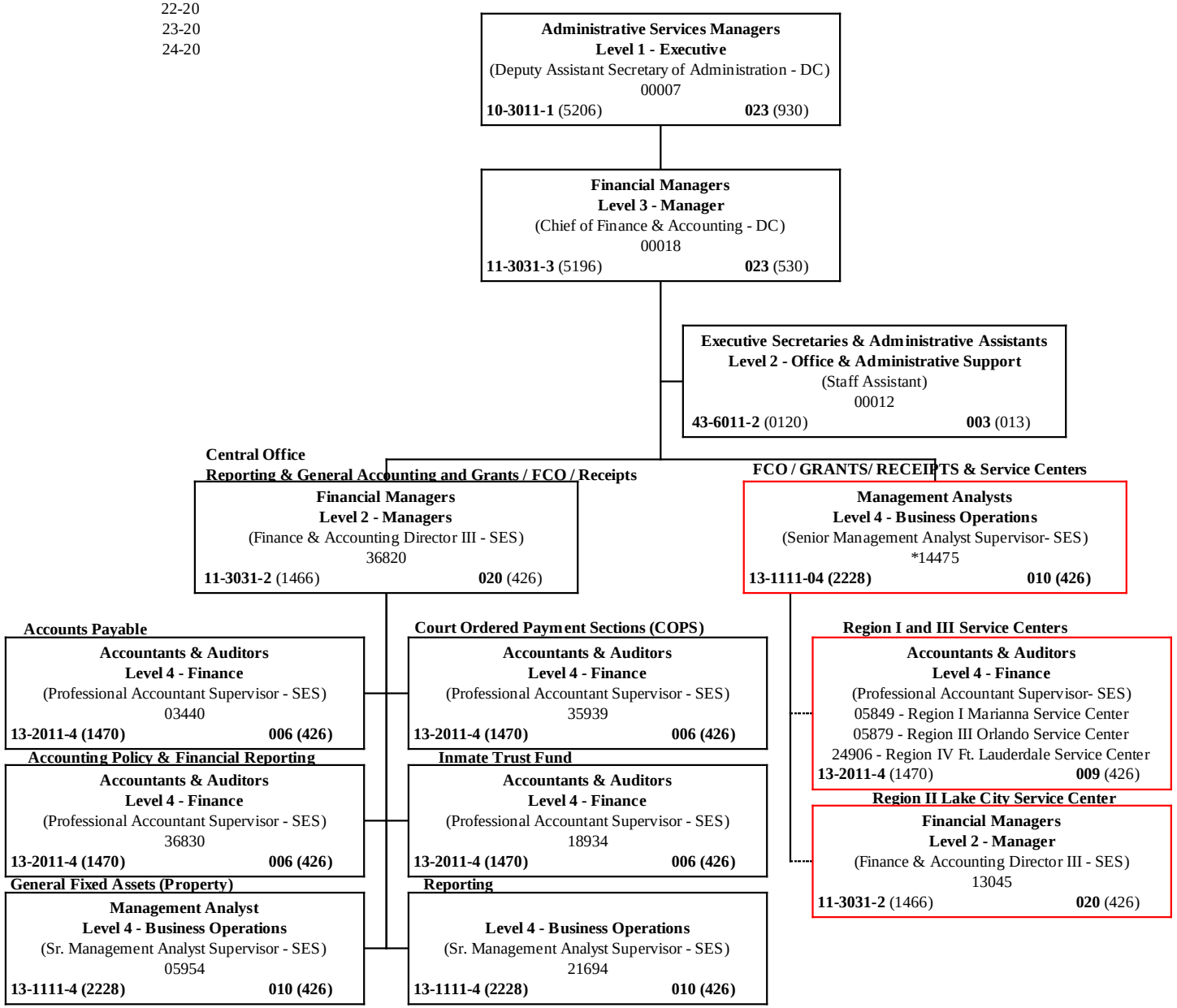


Deleted 36825 Accountant I
Deleted 43790 Accountant III

Department of Corrections 70
Chief of Staff 20
Administration 10
Finance & Accounting 10
SERVICE CENTER - FINANCIAL SERVICES
Marianna Service Center 21-20
Lake City Service Center 22-20
Orlando Service Center 23-20
Ft. Lauderdale Service Center 24-20

Bureau of Finance & Accounting: CENTRAL OFFICE OVERVIEW

Submitted: 7-2011
Verified by: Lillie McGriff
Effective Date: 7-1-2011

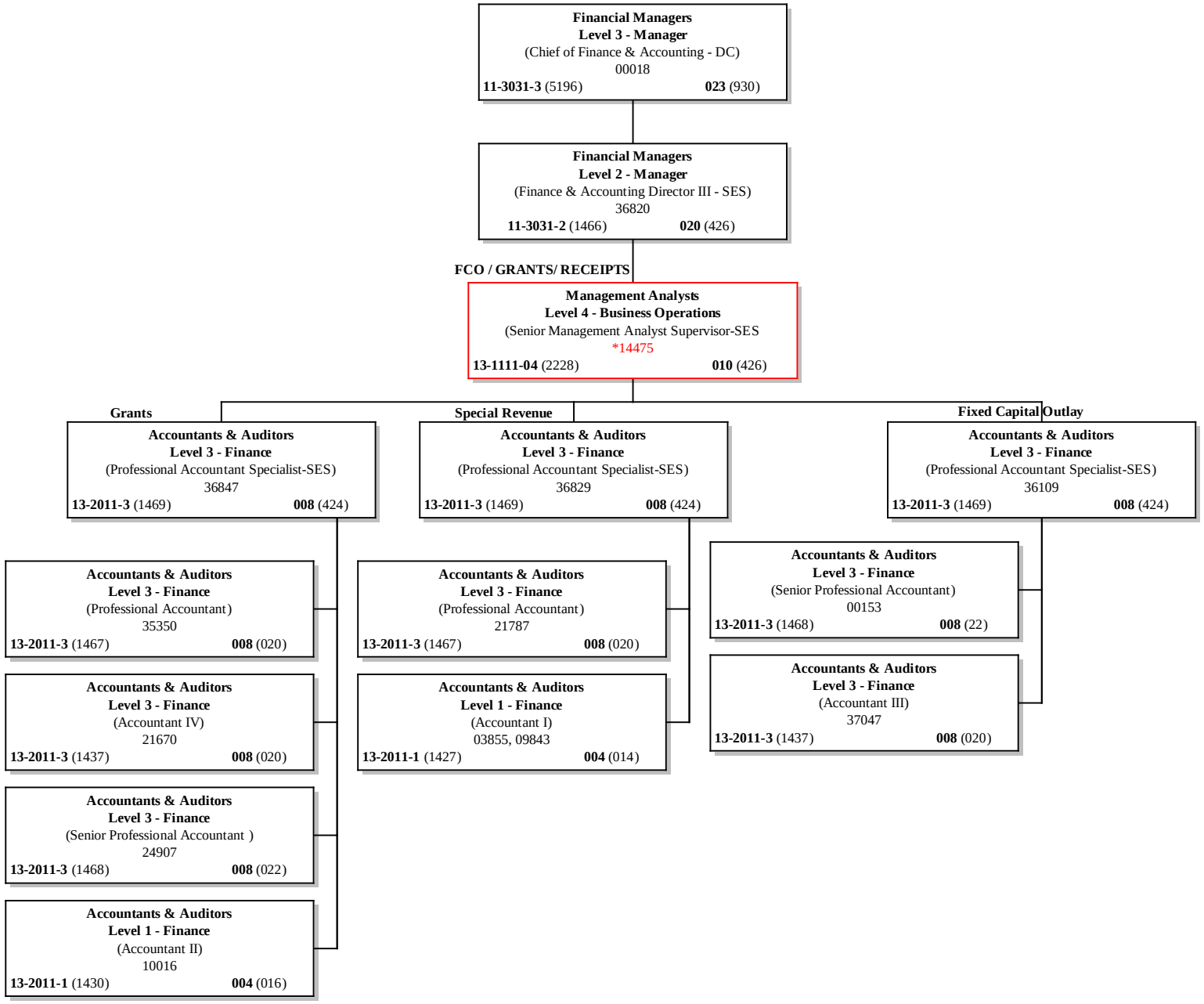


14475 reclassify to Senior Management Analyst Supervisor-SES from Professional Accountant Supervisor-SES
05849, 05879, 24906 Professional Accountant Supervisor-SES reporting changed to 14475 SMAS from 36820 F&A Director III
13045 F&A Director III reporting changed from 36820 F&Director III to 14475 SMAS

Department of Corrections	70
Chief of Staff	20
Administration	10
Finance & Accounting	10
General Accounting	01

Central Office/Finance & Accounting:
Accounts Payable / COPS / FCO, Grants, Receipts
Chart 3 of 3 (FCO, Grants, Receipts)

Submitted: 7/2011
Verified By: L. McGriff
Effective: 7/1/2011

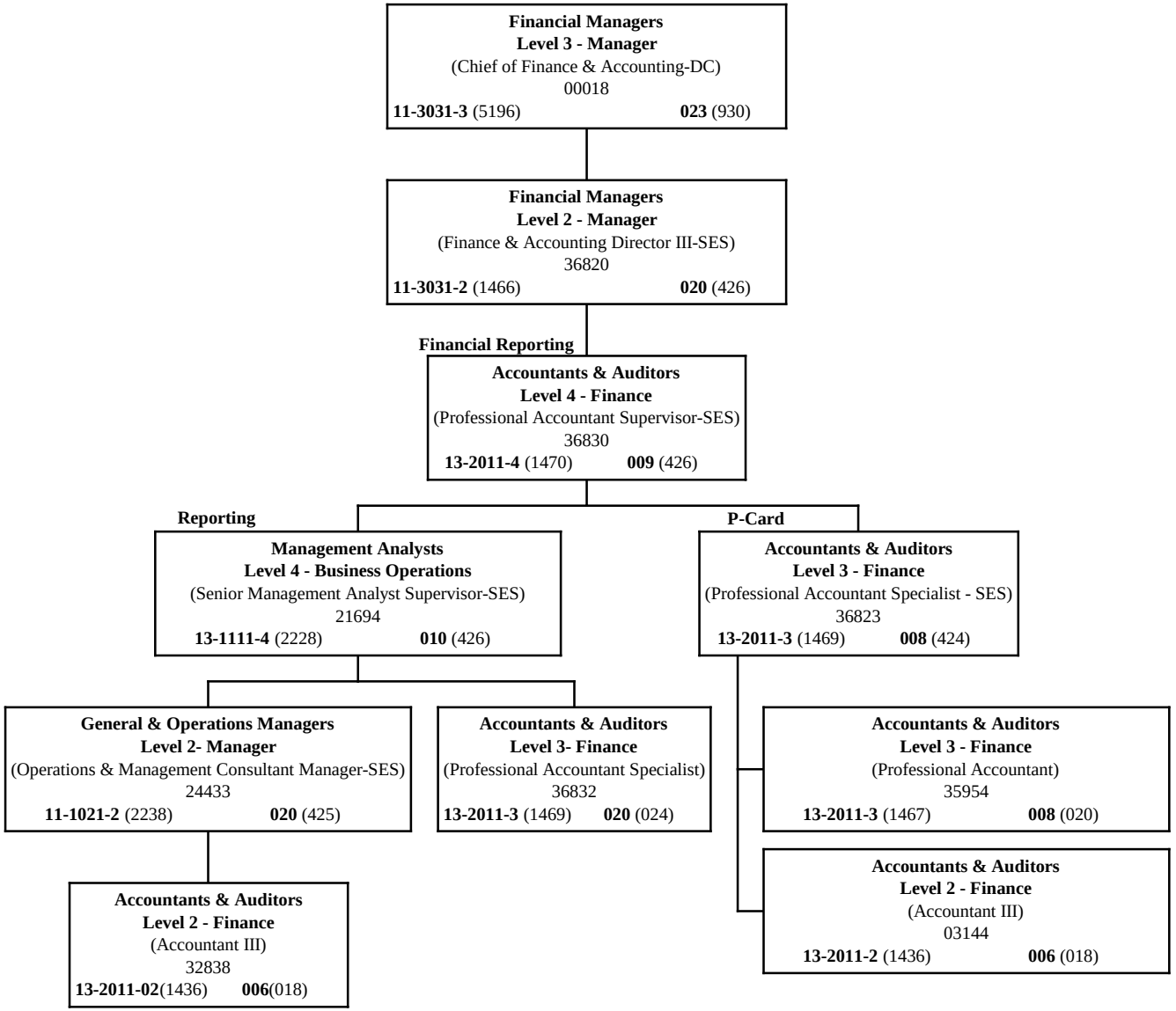


14475 reclassify to Senior Management Analyst Supervisor-SES from Professional Accountant Supervisor-SES

Department of Corrections	70
Chief of Staff	20
Administration	10
Finance & Accounting	10
Financial Reporting	03

Central Office Finance & Accounting: Financial Reporting

Submitted: 7-2011
Verified by: Lillie McGriff
Effective Date: 7-22-2011

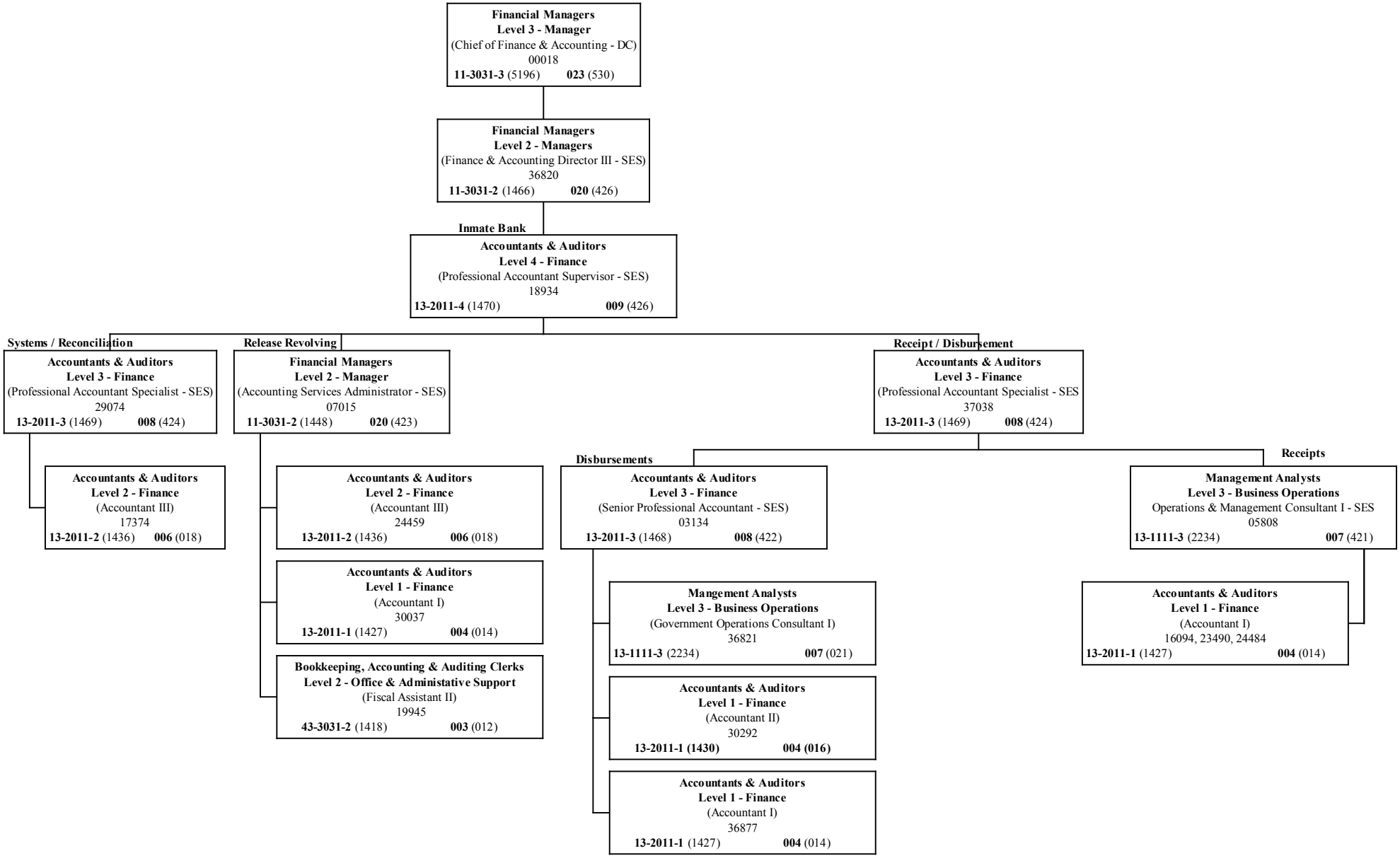


Deleted 36835 Fiscal Assistant II, effective 7-22-2011

Department of Corrections	70
Chief of Staff	20
Administration	10
Finance & Accounting	10
Inmate Bank - IWTF	04-92

Central Office Finance & Accounting
Inmate Bank

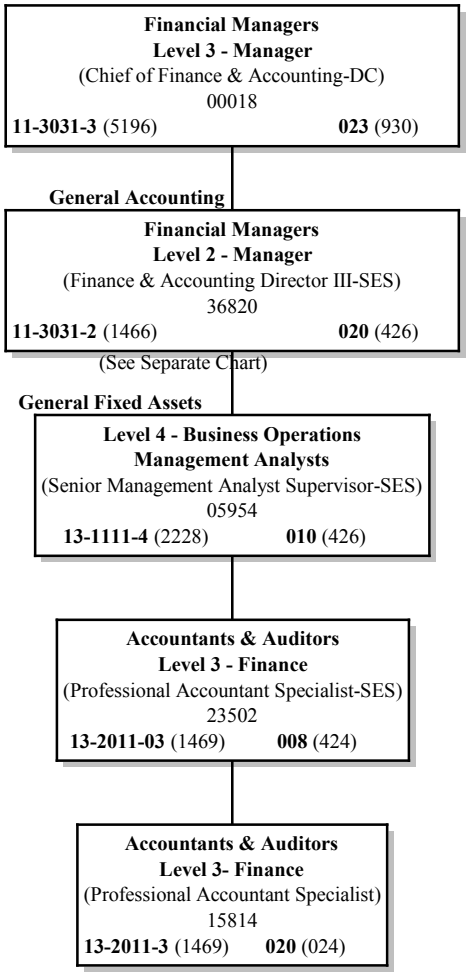
Submitted: 7-2011
Verified by: L. McGriff
Effective Date: 7-1-2011



Deleted 36833 Fiscal Assistant I

Central Office Finance & Accounting: Property

Submitted: 6-2011
Verified by: Lillie McGriff
Effective Date: 7-1-2011

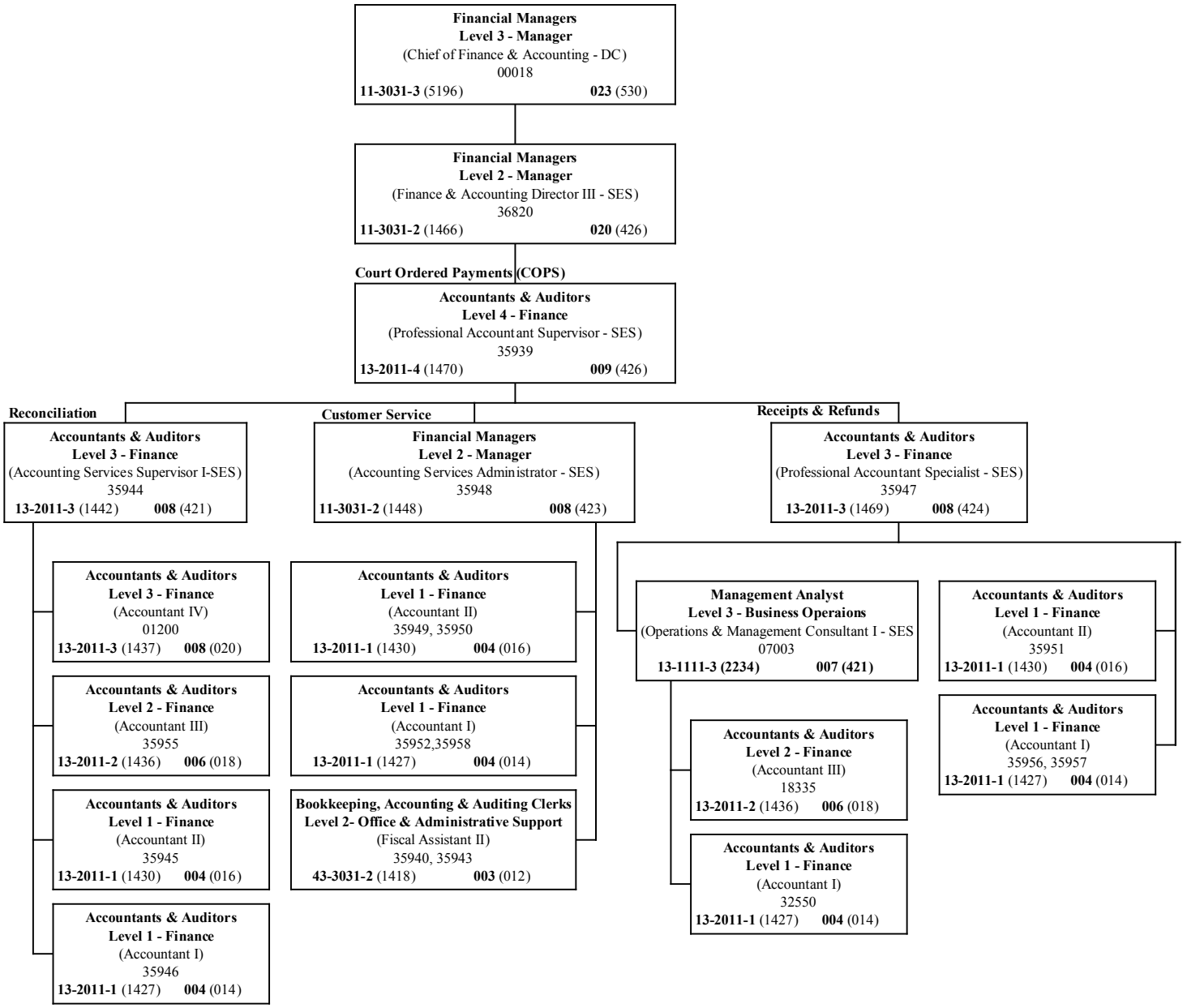


Deleted 21693 Accountant IV

Department of Corrections	70
Chief of Staff	20
Administration	10
Finance & Accounting	10
Court Ordered Payment System - OTF	02-93

Central Office Finance & Accounting
Accounts Payable / COPS / FCO, Grants, Receipts
Chart 2 of 3 (COPS)

Submitted: 7-15-08
Verified by: Christie Green
Effective: 7-1-08

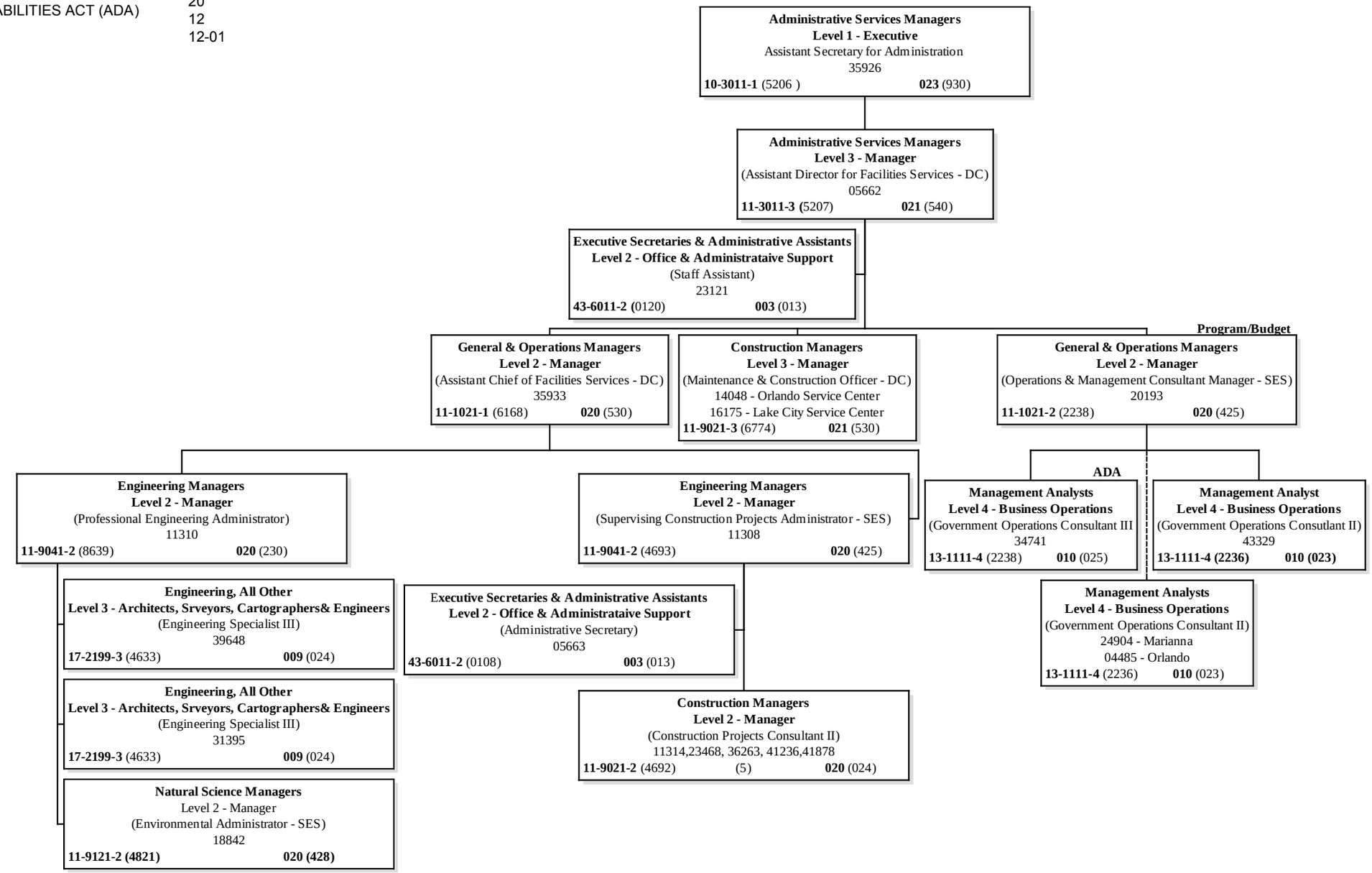


Deleted Fiscal Assistant II positions 35942 and 35953 effective 7-1-08

DEPARTMENT OF CORRECTIONS
ASSISTANT SECRETARY FOR ADMINISTRATION 70
SUPPORT SERVICES 20
BUREAU OF FACILITIES SERVICES 20
AMERICANS WITH DISABILITIES ACT (ADA) 12
12-01

CENTRAL OFFICE
FACILITIES SERVICES

SUBMITTED: 7-27-11
VERIFIED BY: Christie Green
EFFECTIVE 7-1-11

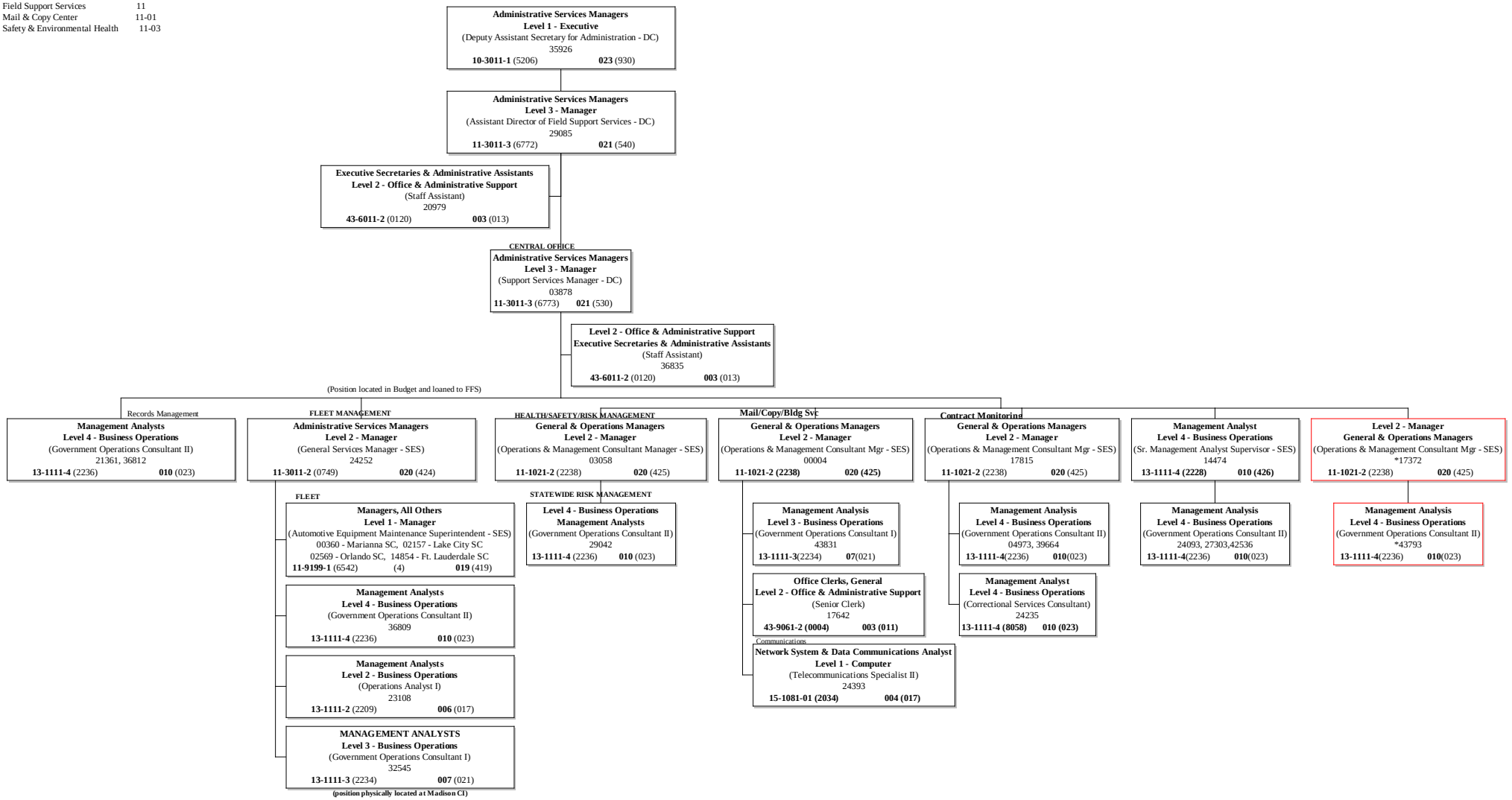


Position 25432 - Administrative Secretaryand position 33832 - Utilities Systems/Engineering Specialist transferred to report to the Deputy Assistant Secretary of Instititons; Deleted positions 00021, 00835, 16269, 21605, 36122, 36124, 41229, 41477, and 43315 Construction Projects Consultant; position 01170 Supervising Construction Projects Administrator - SES; position 03791 - Architect Supervisor - SES; position 11312 - Engineering Specialist Superivsor II - SES; positions 17314, 29270, and 40568 - Engineering Specialist II; positions 23469, 37945 Senior Architect; positions 03795, 23476, 33882, 40569, 43134,and 43136 - Professional Engineer II; position 41230 - Architect effective 7-1-11

Department of Corrections 70
Chief of Staff 20
Support Services 20
Field Support Services 11
Mail & Copy Center 11-01
Safety & Environmental Health 11-03

FIELD SUPPORT SERVICES - CENTRAL OFFICE

Submitted 8-9-11
Verified By: Christie Greens
Effective Date: 8-5-11

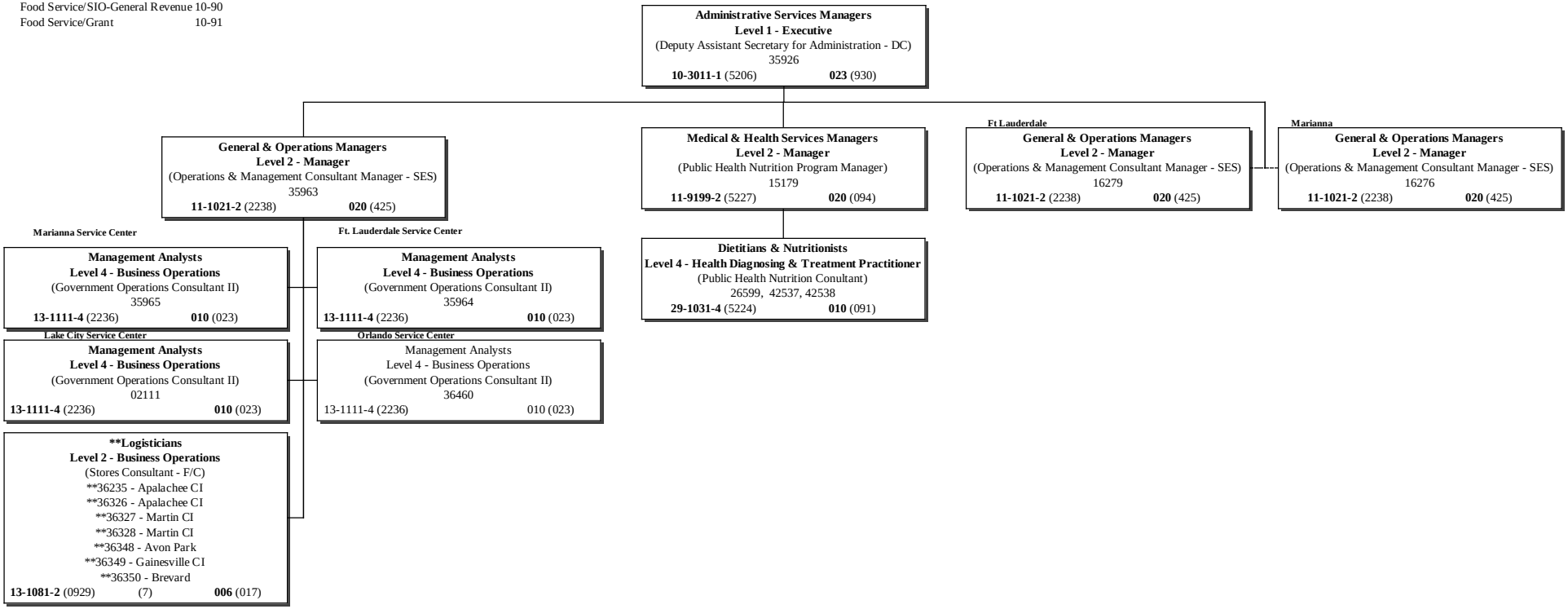


OMC Manager - SES position 17372 transferred from Purchasing. Position 43793- GOC II now reports to position 17372 effective 8-5-11

Food Service

Submitted: 7-28-11
Verified By: Pam Mills
Effective 7-1-11

Department of Corrections 70
Assistant Secretary for Administration 20
Support Services 20
Food Service 10
Food Service/SIO-General Revenue 10-90
Food Service/Grant 10-91



Deleted position14876 - Sr. Management Analyst Supervisor - SES; position 27537 - Public Health Nutrition Consultant; position 16278, 36034, 36035 - OMC Manager - SES; position 36370 - Stores Consultant F/C; position 42534 - Operations Analyst I and position 42535 - GOC II effective 7-1-11. Reclassified position 43831 from GOC II to GOC I and transferred to Field Support Services effective 7-1-11

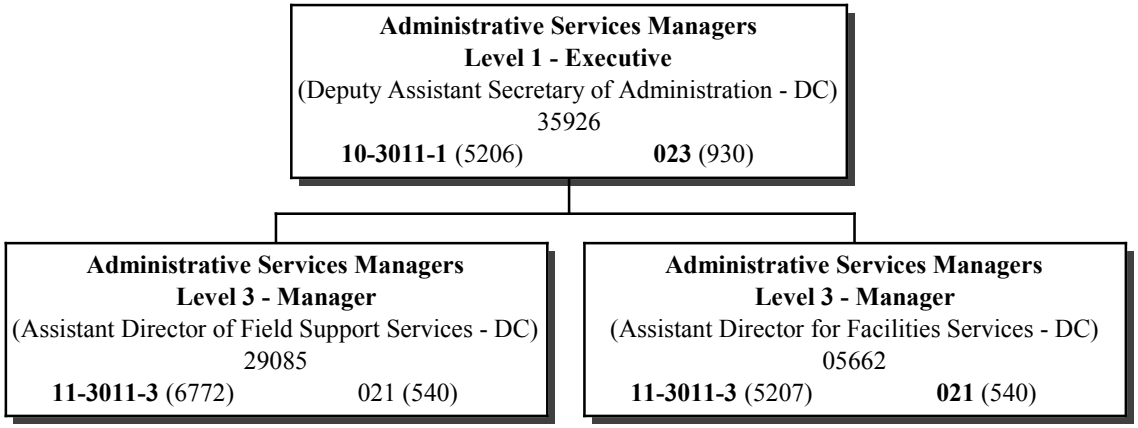
**CDL requirement

**Stores Consultant-F/C

Department of Corrections	70
Chief of Staff	20
Assistant Deputy of Administration	20
Food Services	20-10
Field Support Services	20-11
Facilities Services	20-12

Overview: Deputy Assistant Secretary of Administration - DC (position #35926)
CURRENT

Submitted: 6-2011
Verified By: Lillie McGriff
Effective Date: 7-1-2011

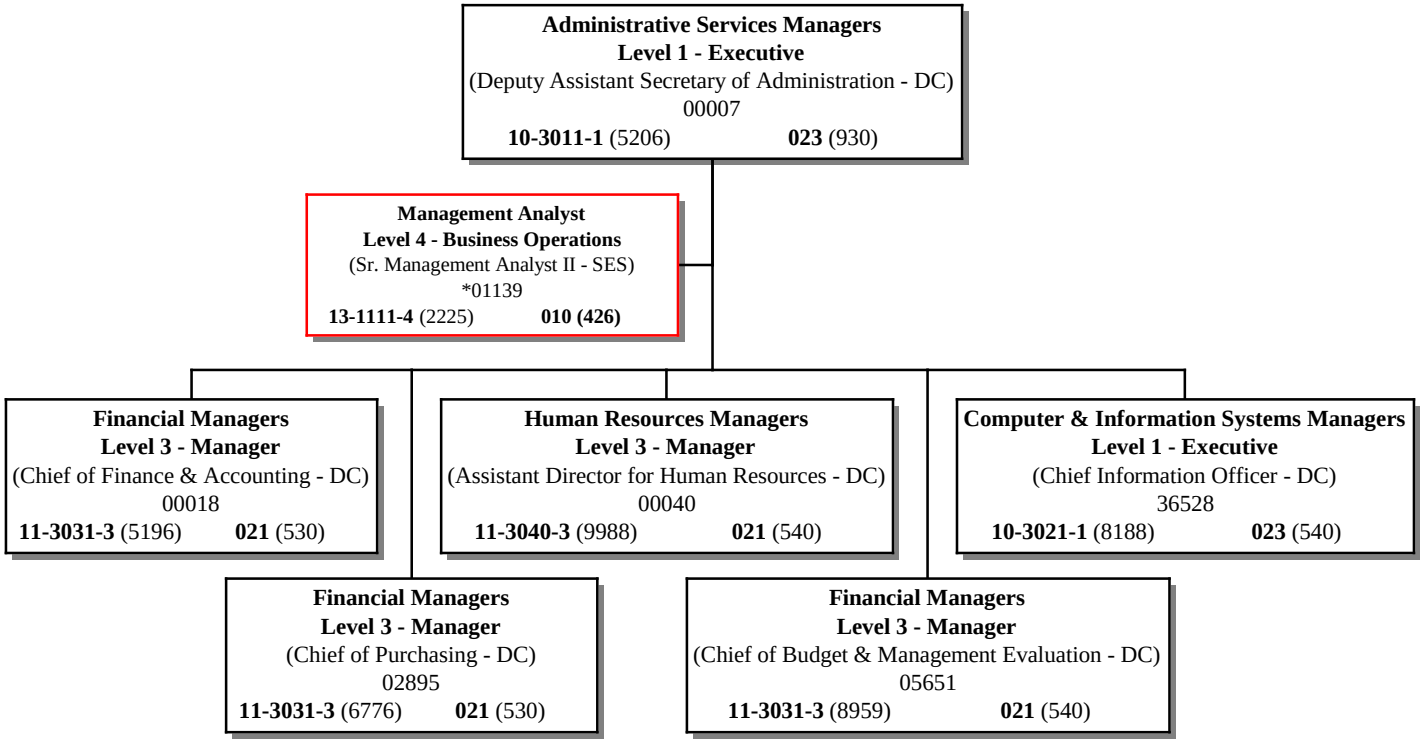


Deleted 03059 Chief of Staff

Department of Corrections	70
Chief of Staff	20
Administration	10
Finance & Accounting	10/10
Budget & Management Evaluation	10/11
Purchasing	10/12
Human Resources	10/13
Information Technology	10/15

Overview: Deputy Assistant Secretary of Administration - DC (position #00007)
CURRENT

Submittted 3-22-10
Verified by : Christie Green
Effective Date: 3-19-10

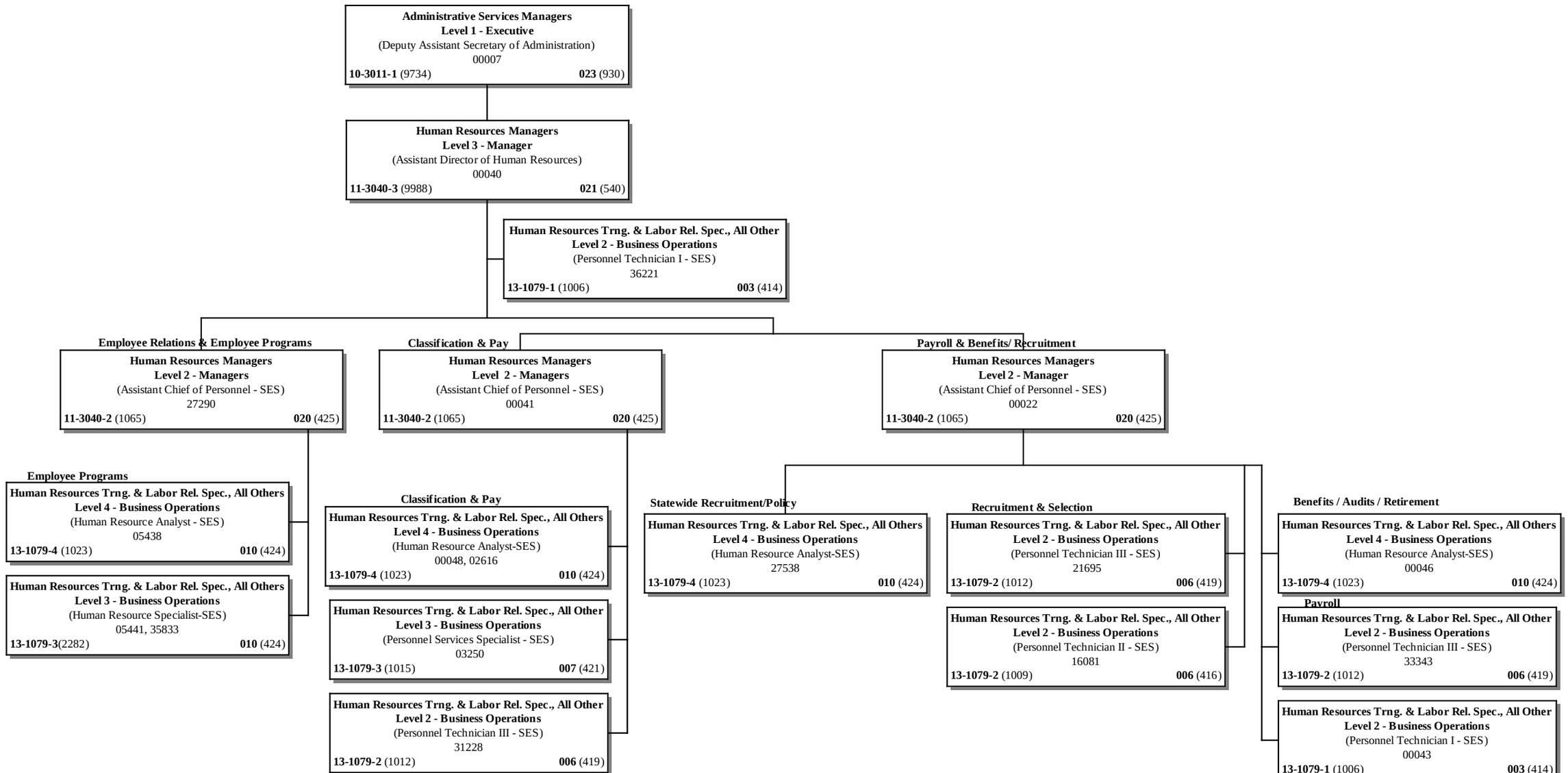


Position 01139 reclassified from Accounting Services Administrator - SES to SMA II - SES effective 3-19-10

Department of Corrections 70
Administration 10
Human Resources 13
Classification & Pay/Employee Programs 13-01
Payroll, Benefits & Recruitment 13-01-02
Recruitment 13-01-02-01
Employee Relations 13-03

CENTRAL OFFICE
HUMAN RESOURCES/PERSONNEL
PROPOSED

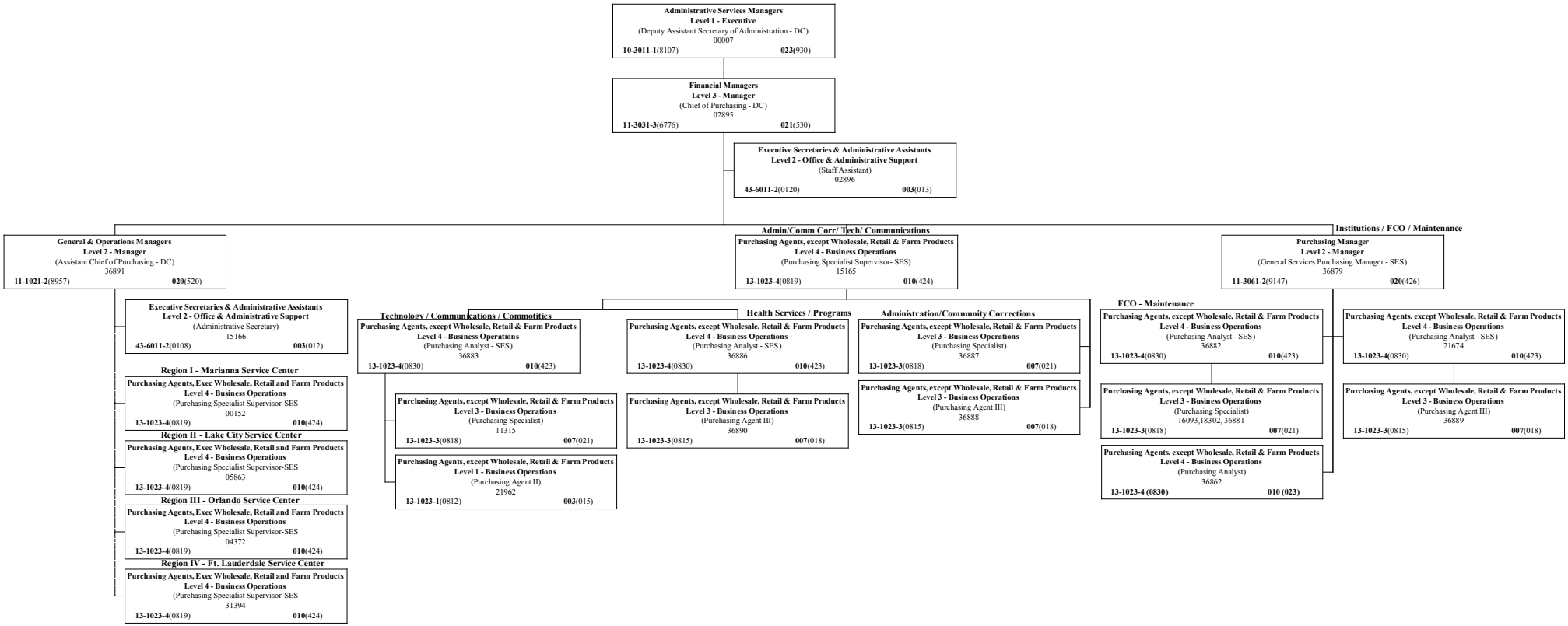
Submitted : 7-18-11
Verified By : Christie Green
Effective: 7-1-11



Human Resource Analyst - SES positions 03772 and 31227 were deleted effective 7-1-11

Central Office Purchasing

Submitted: 6-2011
Verified: L. McGriff
Effective: 7-1-2011



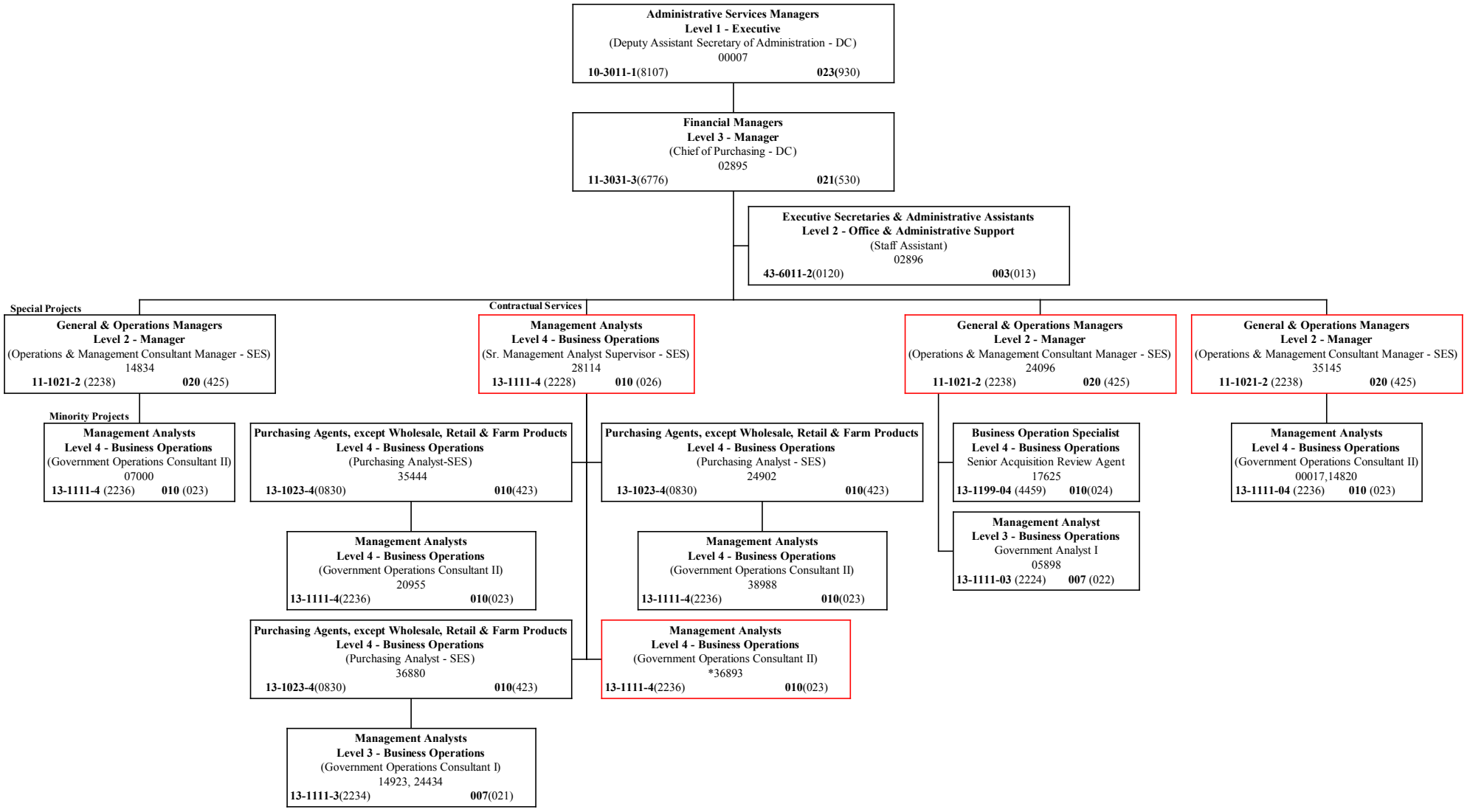
Deleted 36878 Purchasing Specialist Supervisor-SES
Deleted 36884 Purchasing Analyst-SES

Contractual Services and Minority Coordinator on separate chart.

Department of Corrections 70
Chief of Staff 20
Administration 10
Purchasing 12

Central Office Purchasing
Minority Coordinator and Contractual Services

Submitted: 8-2011
Verified by: Lillie McGriff
Effective: 8-5-2011



32876 reclassed and transferred to Senior Management Analyst Supervisor-SES to head the new Bureau Contract Management & Monitoring reporting to 03878 Support Services Manager-DC under, effective 7-22-2011
24096 O&M Consultant Manager-SES, 35145 O&M Consultant Manager-SES, 28114 SMA Supervisor-SES supervisor change to 02895 Chief of P&S from 32876 Asst. Chief of P&S, effective 8-5-2011
17372 Operation & Management Consultant Manager - SES transferred to Contract Management and Monitoring the new Bureau Contract Management & Monitoring
36893 Government Operations Consultant II supervisor changed to 28114 Sr. Management Analyst Supervisor-SES from 17372 O&M Consultant Manager-SES effective 2011-8-5

CENTRAL OFFICE
HUMAN RESOURCES/STAFF DEVELOPMENT

Submitted: 7-27-2011
Verified by: Lillie McGriff
Effective 8-3-2011

Department of Corrections 70
Chief of Staff 20
Administration 10
Human Resources 13
Staff Development 13-02

Administrative Services Managers
Level 1 - Executive
(Deputy Assistant Secretary for Administration-DC)
00007
10-3011-1 (5206) **023** (930)

Human Resources Managers
Level 3 - Manager
(Assistant Director for Human Resources - DC)
00040
11-3040-3 (9988) **021** (540)

Management Analysts
Level 4 - Business Operations
(Senior Management Analyst Supervisor - SES)
05658
13-1111-4 (2228) **010** (426)

Management Analyst
Level 4 - Business Operations
(Operations Review Specialist)
42212
13-1111-04(2239) **010**(024)

Executive Secretaries & Administrative Assistants
Level 2 - Office & Administrative Support
(Staff Assistant)
00127
43-6011-2 (0120) **003 (013)**

Training & Development Specialists
Level 4 - Business Operations
(Research & Training Specialist)
29064
13-1073-4(1334) **010**(023)

General & Operations Managers
Level 2
(Operations & Management Consultant Manager - SES)
22650
11-1021-2 (2238) **020 (425)**

Community Corrections

Training & Development Specialists
Level 4 - Business Operations
(Research & Training Specialist)
23924
13-1073-4(1334) **010**(023)

Central Office

Human Resources Managers
Level 2 - Manager
(Human Resource Manager-SES)
36003
11-3040-2(1333) **020**(424)

Training & Development Specialists
Level 4 - Business Operations
(Research & Training Specialist)
07616, 36005
13-1073-04(1334) **010**(023)

Field Operations

Planning, Development & Evaluation

Human Resource Managers
Level 2 - Manager
(Human Resource Manager - SES)
28108
11-3040-02(1333) **020**(424)

Training & Development Specialists
Level 4 - Business Operations
(Research & Training Specialist)
10046, 22647
13-1073-4(1334) **010**(023)

Training & Development Specialists
Level 4 - Business Operations
(Research & Training Specialist)
07705, 10045
13-1073-4 (1334) **010** (023)

Academy Operations, Wakulla

Human Resources Managers
Level 2 - Manager
(Human Resource Manager-SES)
27343
11-3040-2(1333) **020**(424)

Management Analysts
Level 4 - Business Operations
(Government Operations Consultant II)
00133
13-1111-4(2236) **010**(023)

Training & Development Specialists
Level 4 - Business Operations
(Research & Training Specialist)
22649
13-1073-4(1334) **01** (023)

Culinary Arts

Vocational Education Teacher, Postsecondary
Level 2 - Educators & Administrators
(Vocational Instructor III - F/C)
16234
25-1194-02 (1315) **005** (016)

SERVICE CENTERS

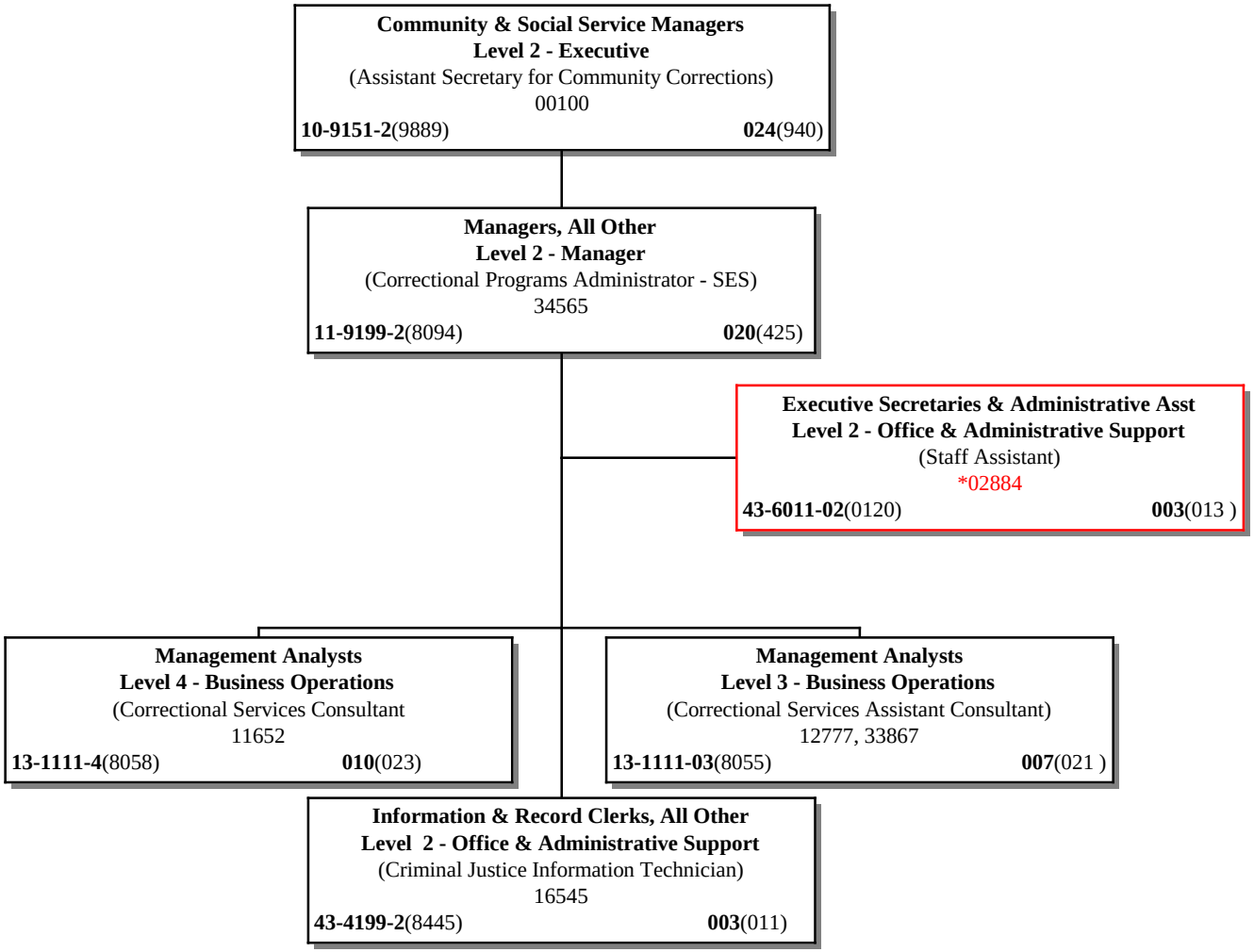
Management Analysts
Level 4 - Business Operations
(Operations & Management Consultant II - SES)
05516 - Ft. Lauderdale
21028 - Lake City
07027 - Marianna
21253 - Orlando
13-1111-4 (2236) **010** (423)
Please see individual Service Center Charts

16234 add/delet reclass to Vocational Instructor III-FC from H. R. Manager-SES, effective 8-3-2011
10046 R. & T. Specialist change supervisor to 28108 H.R. Manager from 16234 HRM, effective 7-22-2011
22647 R. & T. Specialist change supervisor to 28108 H.R. Manager from 16234 HRM, effective 7-22-2011

Department of Corrections 70
Assistant Secretary of Community Corrections 40
Community Corrections 10
Absconder Unit 20

Central Office Community Corrections
ABSCONDER UNIT

Submitted: 10-2009
Verified by: L. McGriff
Effective Date: 10-2-09



02884 reclassed to Staff Assistant and transferred reporting to position 34565

Department of Corrections	70
Ft. Lauderdale Service Center	44
Region IV	40
Ft. Lauderdale Circuit	17
Pre-Trial Intervention	01
Pre-Trial Intervention-D.O.P.	01/11
Community Control	04
Drug Treatment	06
Sentencing Guidelines	10
Drug Offender Probation	11
Close Risk Supervision	16
Close Risk Supervisor-Grant	16/91
Youthful Offender	17
Intake	18
Grant	91

FT. LAUDERDALE CIRCUIT 17 - REGION IV

Submitted: 7-2011
Verified by: Lillie McGriff
Effective: 8/19/2011

Managers, All Others
Level 3- Manager
(Circuit Administrator-DC)
07900
11-9199-3(5256) **021**(530)

Executive Secretaries and Adm. Asst.
Level 2 - Office and Adm. Support
(Staff Assistant)
07916
43-6011-2(0120) **003**(013)

Managers, All Others
Level 2 - Manager
(Deputy Circuit Administrator-DC)
18442
11-9199-2(5258) **020**(520)

1st Line Spvr/Mgr of Correctional Enforcement
Level 5 - Correctional Enforcement
(Correctional Probation Senior Supervisor)
07913,07921,11257,11695,
12766,12801,23923,28831
33-1011-5(8046) (8) **011**(403)

Office Clerks,General
Level 2 - Office and Adm Support
(Senior Clerk)
15650,23908,28839
43-9061-2(0004) **003**(011)

Information and Records Clerks, All Other
Level 2 - Office & Administrative Support
(Senior Criminal Justice Information Technician)
28778
43-4199-2(8448) **003**(014)

Word Processors and Typists
Level 1 - Office and Adm Support
(Word Processing Systems Operator)
28837
43-9022-01(0090) **001**(010)

1st Line Spvr/Mgr of Correctional Enforcement
Level 4 - Correctional Enforcement
(Correctional Probation Supervisor)
00010,07582,07906,07928,07949,10634,10801,
11706,12793,12795,13750,13756,13757,13766
15647,16499,16563,18440,25784,28829,28830,30635
33-1011-4(8045) (22) **010**(402)

Intake

Probation Officers and Corr Treat Spec
Level 1 - Probation Off and Corr Treat Spec
(Prole/Probation Specialist)
07902,12817,16549,23912,23914,28811,28835
21-1092-1(8106) (7) **004**(017)

Sentencing Guidelines

Probation Officers and Corr. Treat Spec
Level 1 - Probation Off and Corr Treat Spec
(Parole/Probation Specialist)
35021,35022,35023
21-1092-1(8106) **004**(017)

Probation Officers and Corr Treat Spec
Level 1 - Probation Off and Corr Treat Spec
(Parole/Probation Specialist)
15052
21-1092-1(8106) **004**(017)

Close Risk Supervision

Correctional Enforcement
Level 3 - Correctiona Enforcement
(Correctional Probation Specialist)
07603,07799,07925,07930,07932,07967,08123
10785,12718,12781,12783,12796,15626,15628,15632,
15657,18445,18452,23894,23896,24394,24401
28826,35725,35726,35727,35728,40178,40831
33-3012-3(8040) (29) **009**(401)

Pre-Trial Intervention - D. O. P.

Correctional Enforcement
Level 3 - Correctional Enforcement
(Correctional Probation Senior Officer)
10804,11709,12778,12779,12782,
12785,12813,15639,16552,30622
33-3012-3(8039) (10) **009**(401)

Correctional Enforcement
Level 3 - Correctional Enforcement
(Correctional Probation Senior Officer)
00026,00058,00060,07171,07222,07499,07510,07515,07600, * 07713,
07897,07903,7319,11250,11710,11977,12708,12790,13474,
13716,13764,15047,15173,15412,15637,15638,15640,
15646,15541,15644,16562,21164,23899,23913,23915,23917,
25790,25792,25793,28795,28802,28814,28816,28817,
28818,28821,28828,30617,30629
33-3012-3(8039) (49) **009**(401)

Drug Offender Probation (DOP)

Correctional Enforcement
Level 3 -Correctional Enforcement
(Correctional Probation Senior Officer)
07528,07830,07907,07914,07929,
11248,11685,12773,13453,13465,13467,13476,
13748,15643,16550,16551,16554,16558,23898,
23900,23901,23903,23904,23919,28810,28820,
30628,30630,30631,30632,30633,30634
33-3012-3(8039) (32) **009**(401)

Pre-Trial Intervention

Correctional Enforcement
Level 3 - Correctional Enforcement
(Correctional Probation Senior Officer)
08143
33-3012-3(8039) **009**(401)

Correctional Enforcement
Leve l 2 - Correctional Enforcement
(Correctional Probation Officer)
04935,07621,07926,07935,07936,
07964,10786,10799,10802,11700,11701,
11705,11708,12063,12071,12780,12784,12786,12798,
12800,12804,13480,15621,15625,15627,
15633,15671,18435,18508,
28827,30618,30621,30623,30625,30626
33-3012-2(8036) (35) **010**(400)

Community Control

Correctional Enforcement
Level 3 -Correctional Enforcement
(Correctional Probation Senior Officer)
00015,07912,10800,12738,12805,12898,
13468,13470,13753,13754,13761,13765,15413,
15645,16555,16556,16559,23893,23902,
23916,23920,28803,28804,28806,28807,28808,
28809,28812
33-3012-3(8039) (28) **009**(401)

Pre-Trial Intervention

Correctional Enforcement
Level 2 - Correctional Enforcement
(Correctional Probation Officer)
12814
33-3012-2(8036) **010**(400)

1st Line Spvr/Mgr of Office and Adm Support
Level 2 - Office and Adm. Support
(Word Processing Systems Operator Supervisor-SES)
07947,08082,09318,18481,23905,23926,30641
43-1011-2(0096) (7) **003**(413)

Word Processors and Typists
Level 2 - Office and Adm. Support
(Senior Word Processing Systems Operator-SES)
07909,08166,23909
43-9022-2(0093) **003**(412)

Secretaries,Except Legal,Med, Adm Exec
Level 1 -Office and Adm Support
(Secretary Specialist)
07904,10817,12822
43-6014-1(0105) **001**(010)

Word Processors and Typists
Level 1 - Office and Adm Support
(Word Processing Systems Operator)
08084,12776,15652,21209
43-9022-1(0090) **001**(010)

Office Clerks
Level 2 - Office and Adm Support
(Senior Clerk)
07842,07940,07945,08053,13469,13473,
15416,15649,23906,23928,
28839,30637,30638
43-9061-2(0004) (13) **003**(011)

Office Clerks, General
Level 2 - Office and Adm Support
(Senior Clerk)
10823, 23907
43-9061-2(0004) **003**(011)

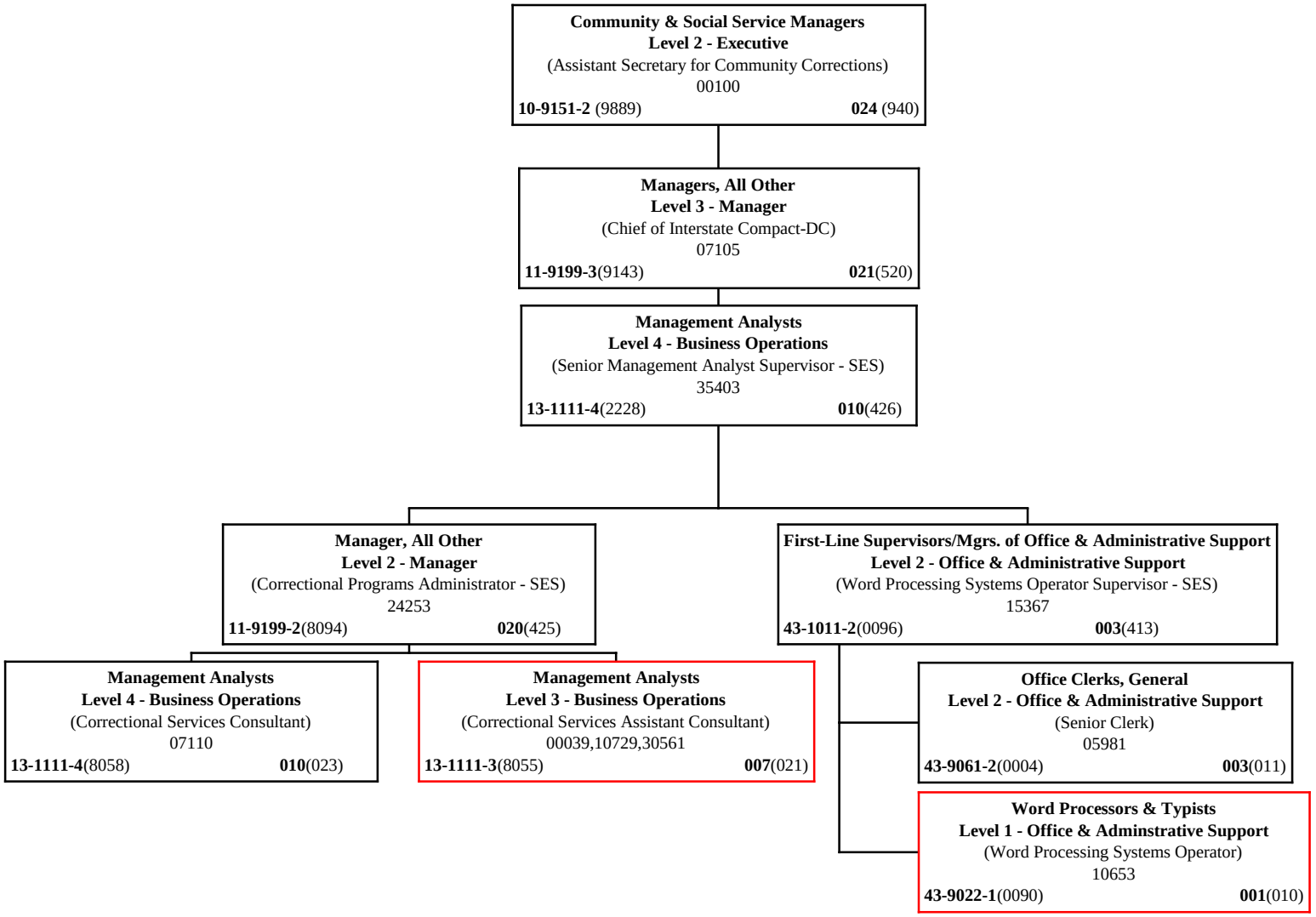
Information and Records Clerks, All Other
Level 2 - Office and Adm. Support
(Criminal Justice Information Technician)
07917,07939,07941,11253,12775,12808,
12821,16548,23927,28833,28834
43-4199-2(8445) (11) **003**(011)

Word Processors and TYpists
Level 1 - Office and Adm Support
(Word Processing Systems Operator)
07962,08057,10821,
13752,13751,15655,16547,
18478,23931,28837,30640
43-9022-1(0090) (8) **001**(010)

07713 Correctional Probation Senior Officer moved from DOP to Probation Supervision

DEPARTMENT OF CORRECTIONS
COMMUNITY CORRECTIONS, TECHNOLOGY AND SUPPORT SERVICES
COMUNITY CORRECTIONS - INTERSTATE COMPACT

Submitted: 6-2011
Verified by: Lillie McGriff
Effective Date: 7-1-2011

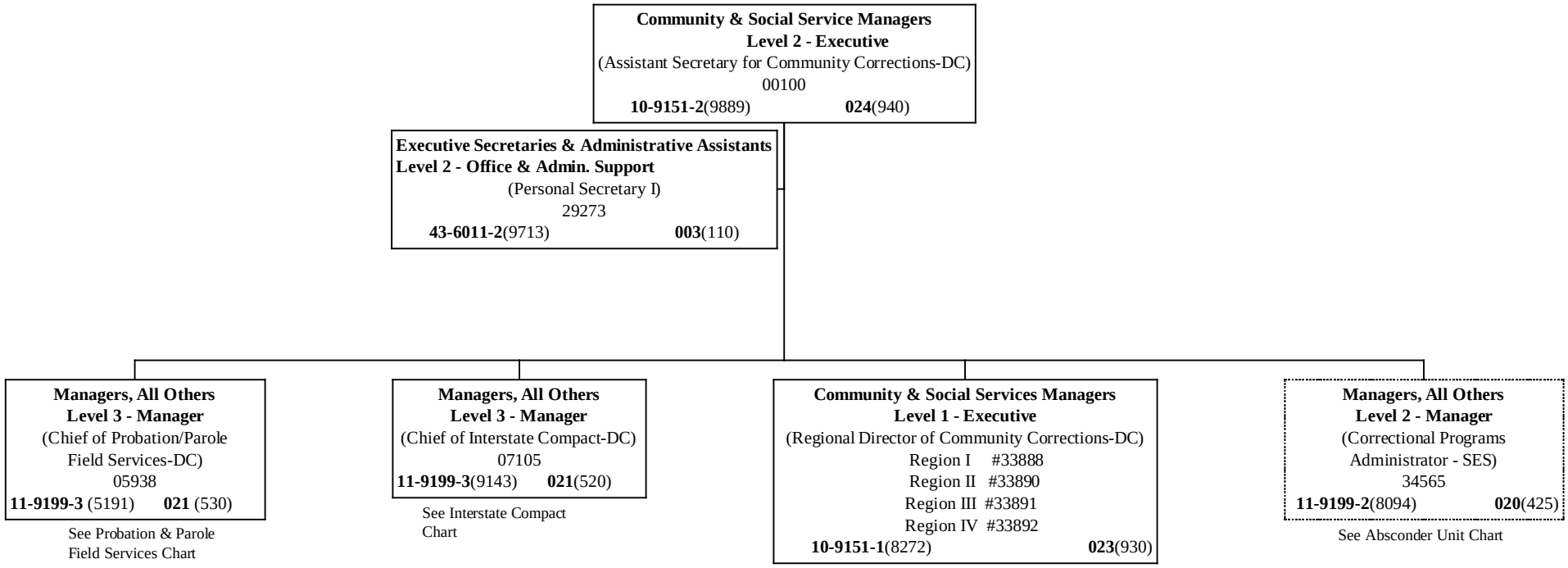


Deleted 05986 Word Processing Systems Operator, effective 7-1-2011
Deleted 07334 Correctional Services Administrator, effective 7-1-2011
Deleted 10633 Government Operations Consultant, effective 7-1-2011
00039, 10729, 30561 Correctional Services Assistant Consultant supervisor change to 24253 CPA from 05986 CPA

DEPARTMENT OF CORRECTIONS 70
ASSISTANT SECRETARY FOR COMMUNITY CORRECTIONS 40
DEPUTY ASST. SECRETARY FOR COMMUNITY CORRECTIONS 10
PROBATION & PAROLE FIELD SERVICES 10
INTERSTATE COMPACT 11
ABSCONDER UNIT 20

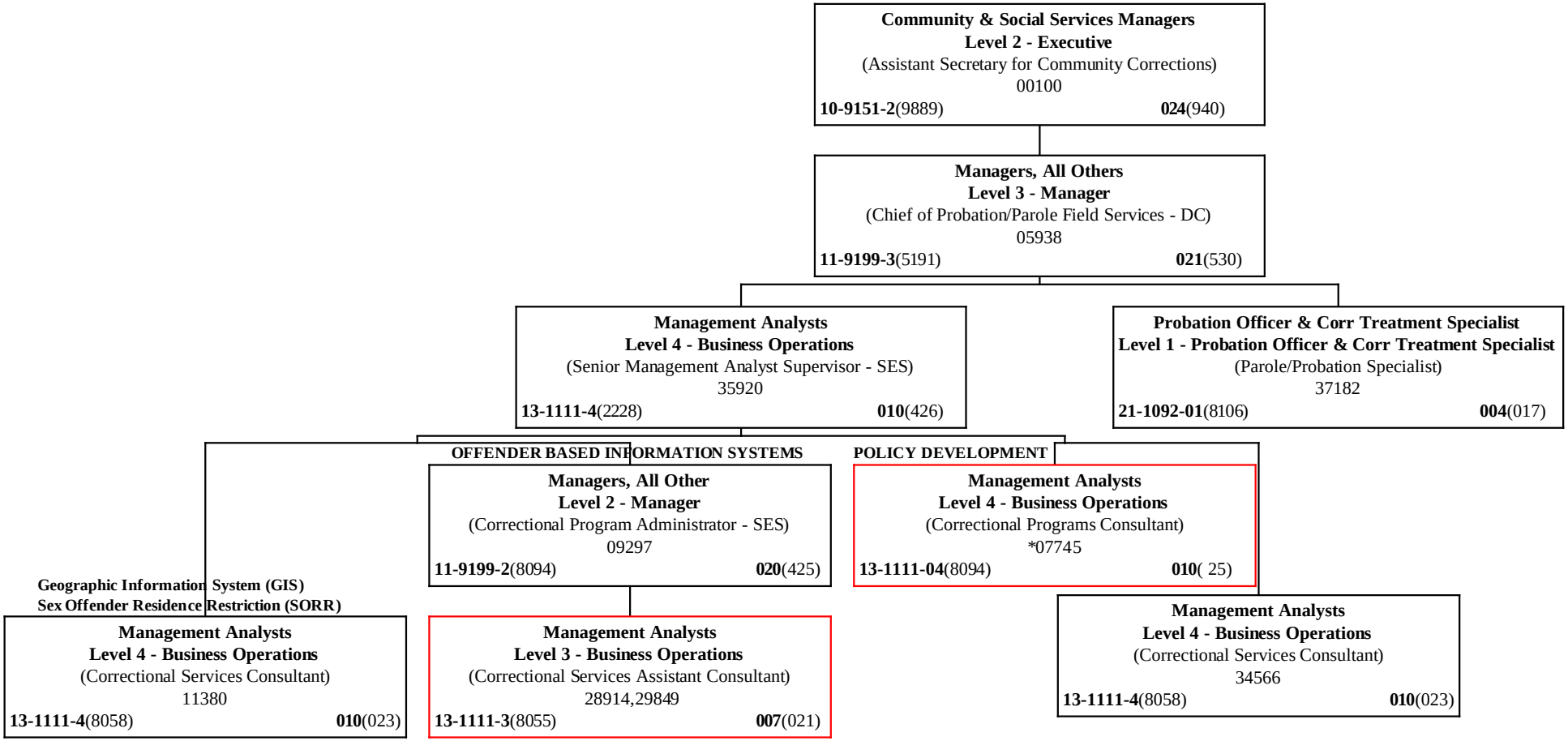
DEPARTMENT OF CORRECTIONS
COMMUNITY CORRECTIONS, TECHNOLOGY AND SUPPORT SERVICES
COMMUNITY CORRECTIONS
Overview

SUBMITTED: 4-2011
VERIFIED BY: L. McGriff
EFFECTIVE: 4-29-2011



20794 Senior Management Analyst II tranferring to Research & Data Analysis from Community Correction

Department of Corrections	70	**DEPARTMENT OF CORRECTIONS**	Submitted : 6-2011
Assistant Secretary for Community Corrections	40	**COMMUNITY CORRECTIONS, TECHNOLOGY, AND SUPPORT SERVICES**	Verified by: Lillie McGriff
Community Operations	10		Effective:
Probation & Parole Field Services	10 10	**COMMUNITY CORRECTIONS - PROBATION & PAROLE FIELD SERVICES**	
Sentencing Guidelines	10 10 01		



Deleted 13597 Correctional Services Assistant Consultant, effective 7-1-2011
07745 add/delete and reclassified to Correctional Programs Consultant from Correctional Programs Administrator-SES, effective 7-8-2011
34566 Correctional Services Consultant supervisor changed to 35920 Senior Management Analyst Supervisor-SES, effective 7-8-2011

DEPARTMENT OF CORRECTIONS
COMMUNITY CORRECTIONS, TECHNOLOGY AND SUPPORT SERVICES
COMMUNITY CORRECTIONS - Region I

Submitted: 6-2011
Verified By: L. McGriff
Effective: 7-1-2011

Community & Social Services Managers
Level 2 - Executive
(Assistant Secretary for Community Corrections)
00100
10-9151-2(9889) **024**(940)

Community & Social Services Managers
Level 1 - Executive
(Regional Director of Community Corrections-DC)
33890
10-9151-1(8272) **023**(930)

Community & Social Service Managers
Level 3 - Manager
(Deputy Regional Director of Community Corrections)
23578
11-9151-3(5257) **021**(540)

Leasing

Management Analysts
Level 4 - Business & Finance
(Government Operations Consultant II)
14248
13-1111-4(2236) **010**(023)

Executive Secretaries & Administrative Assistants
Level 2 - Office & Administrative Support
(Staff Assistant)
43799
43-6011-02(0120) **003**(013)

Probation Officers and Correctional Treatment
Level 1 - Probation Officers and Correctional TREA
(Parole/Probation Specialist)
08016,21119
21-1092-1(8106) **004**(017)

Training

Information & Record Clerks, All Other
Level 2 - Office & Administrative Support
(Senior Criminal Justice Information Technician)
24377
43-4199-2(8448) **003**(014)

Management Analyst
Level 4 - Business Operations
(Government Operations Consultant II)
40654
13-1111-4(2236) **010**(023)

JACKSONVILLE

Managers, All Other
Level 3 - Manager
(Circuit Administrator-DC)
07228
11-9199-3(5256) **021**(530)

GAINESVILLE

Managers, All Other
Level 3 - Manager
(Circuit Administrator-DC)
07986
11-9199-3(5256) **021**(530)

DAYTONA BEACH

Managers, All Other
Level 3 - Manager
(Circuit Administrator-DC)
07755
11-9199-3(5256) **021**(530)

PENSACOLA

Managers, All Other
Level 3 - Manager
(Circuit Administrator-DC)
07155
11-9199-3(5256) **021**(530)

TALLAHASSEE

Managers, All Other
Level 3 - Manager
(Circuit Administrator-DC)
08000
11-9199-3(5256) **021**(530)

PANAMA CITY

Managers, All Other
Level 3 - Manager
(Circuit Administrator-DC)
07204
11-9199-3(5256) **021**(530)

LAKE CITY

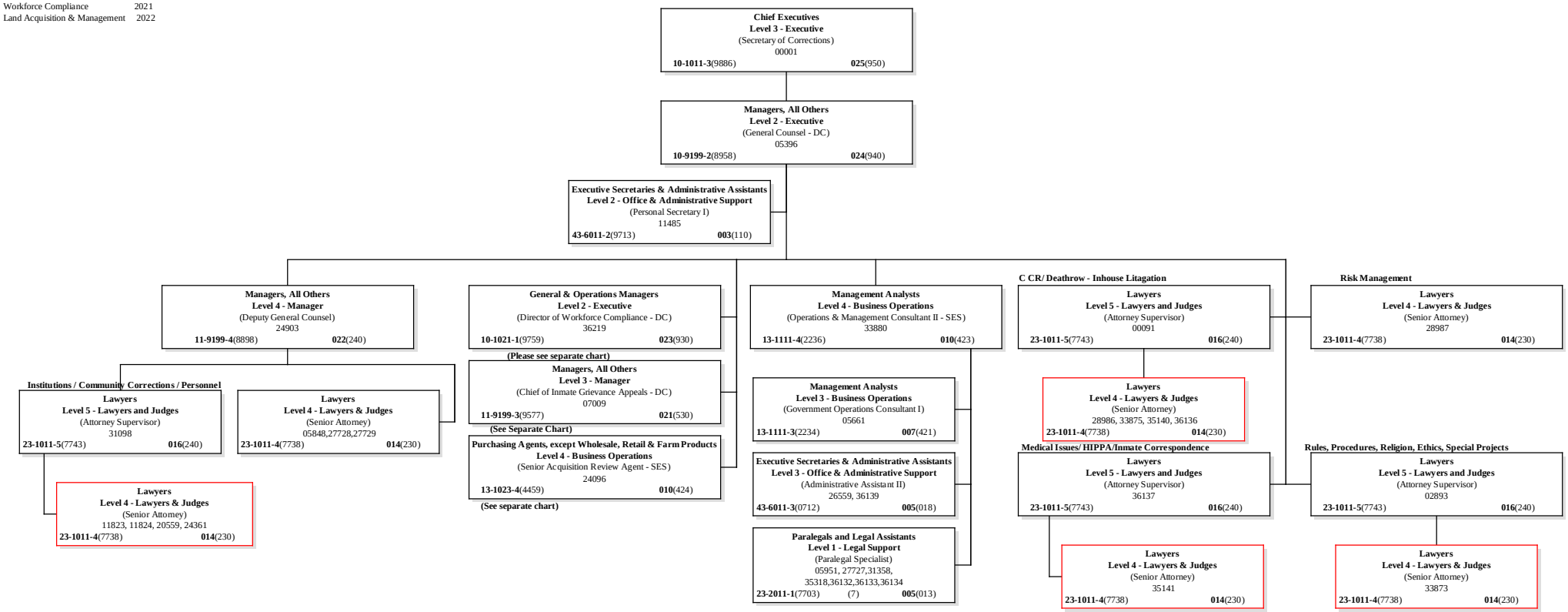
Managers, All Other
Level 3 - Manager
(Circuit Administrator-DC)
07980
11-9199-3(5256) **021**(530)

Deleted 25849 Staff Assistant, effective 7-1-2011
Deleted 23638 Correctional Services Consultant, effective 7-1-2011
Deleted 05919 Executive Secretary, effective 7-1-2011
Deleted 33888 Regional Director of Community Corrections, effective 7-1-2011
Deleted 21119 Parole/Probation Specialist, effective 7-1-2011

Department of Corrections 70
Secretary's Office 10
Office of the General Counsel 20
Policy Development 2010
Inmate Grievance Appeals 2011
Legal Service 2020
Workforce Compliance 2021
Land Acquisition & Management 2022

Office of the General Counsel
Central Office

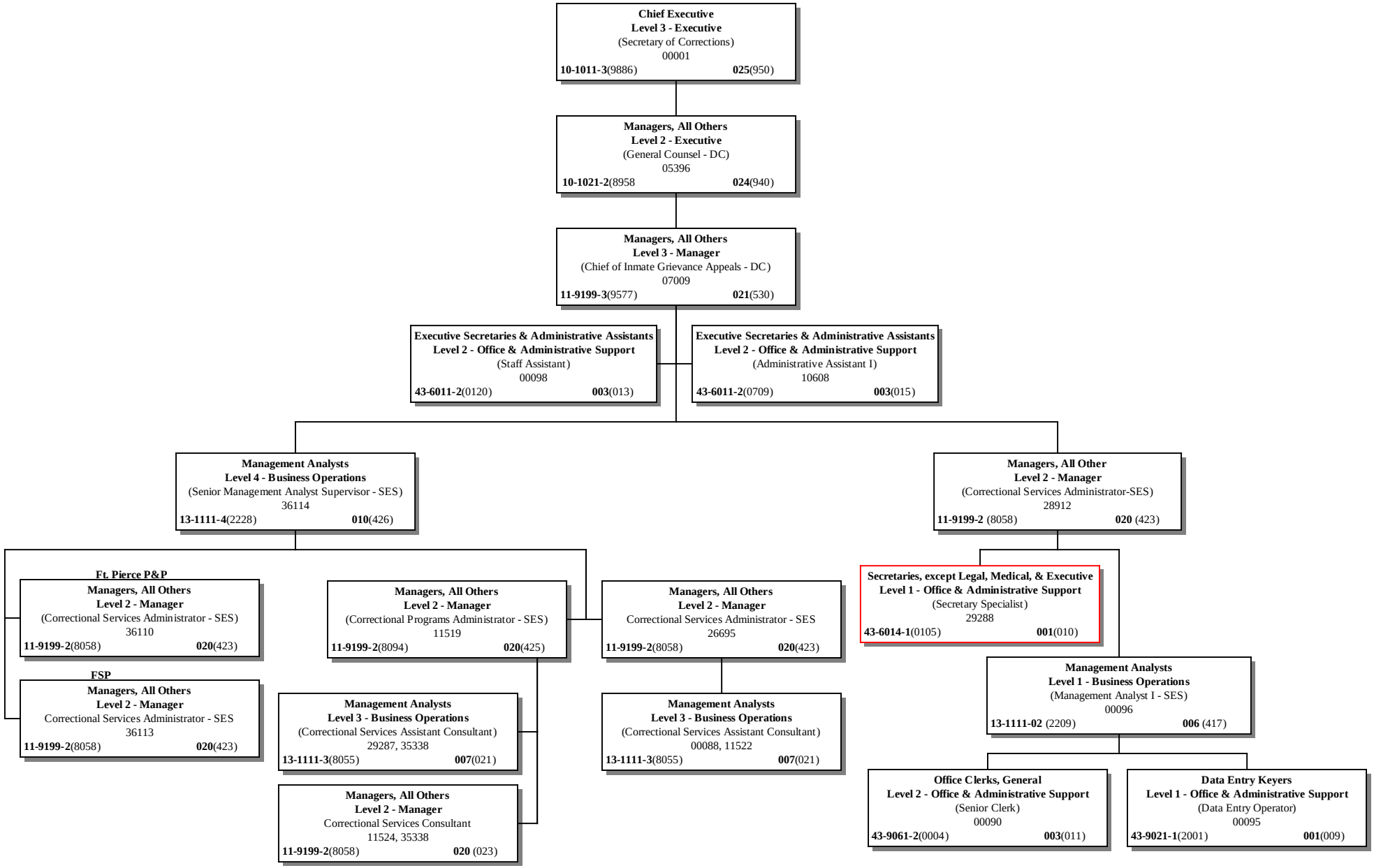
Submitted: 6-2011
Verified By: L. McGriff
Effective: 7-1-2011



Deleted 36138 Attorney Supervisor
Deleted 26249, 28109, 35839, 36084 Senior Attorney
Deleted 27891 Paralegal Specialist

Department of Corrections
Office of General Counsel - Inmate Grievance Appeals

Submitted : 6-2011
Verified By : Lillie McGriff
Effective: 7-1-2011

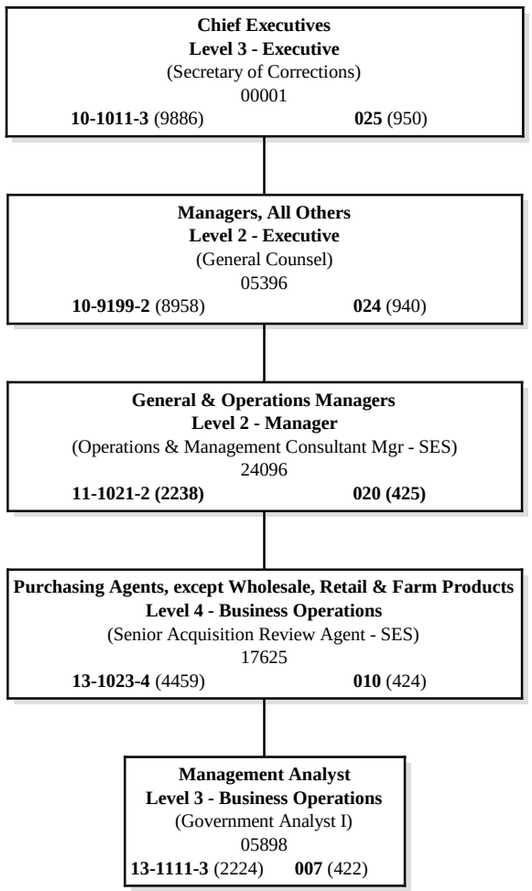


Deleted 11512 Secretary Specialist, effective 7-1-2011
Deleted 36111, 36112 Correctional Services Administrator
Deleted 36459, 36519, 36521, 36522 Operations Analyst II

Department of Corrections 70
Office of the Secretary 10
General Counsel 20
Land Acquisition & Management 20/22

Office of the General Counsel
Land Acquisition & Management

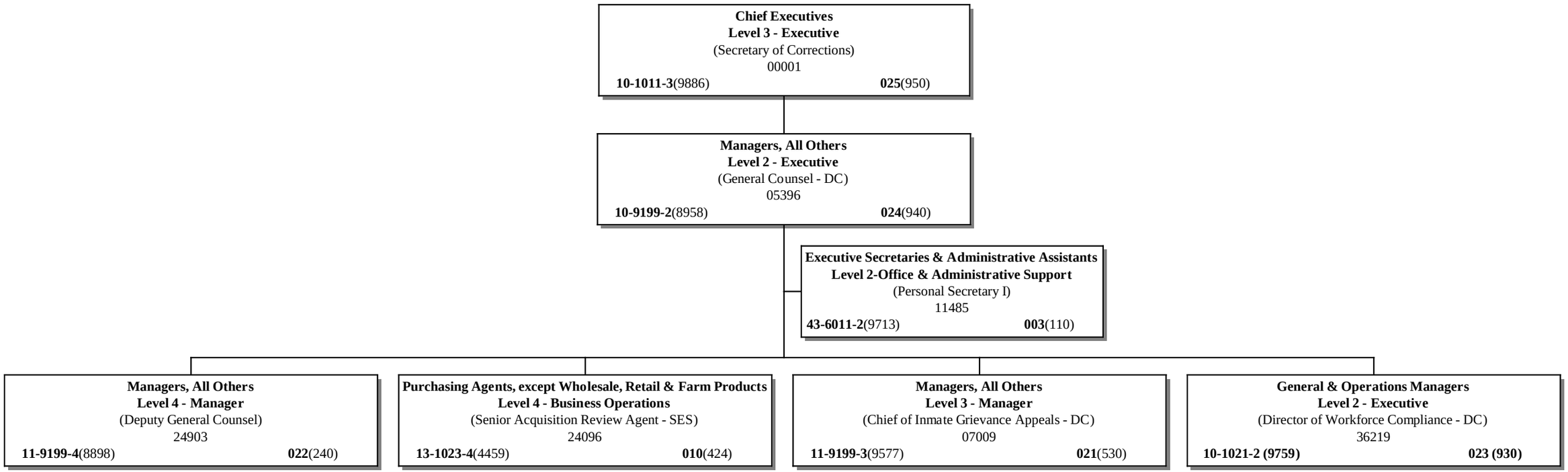
Submitted 7-15-08
Verified By : Christie Green
Effective:7-1-08



Deleted position 05851 - Government Analyst I effective 7-1-08

OFFICE OF THE GENERAL COUNSEL
CENTRAL OFFICE
INMATE GRIEVANCE

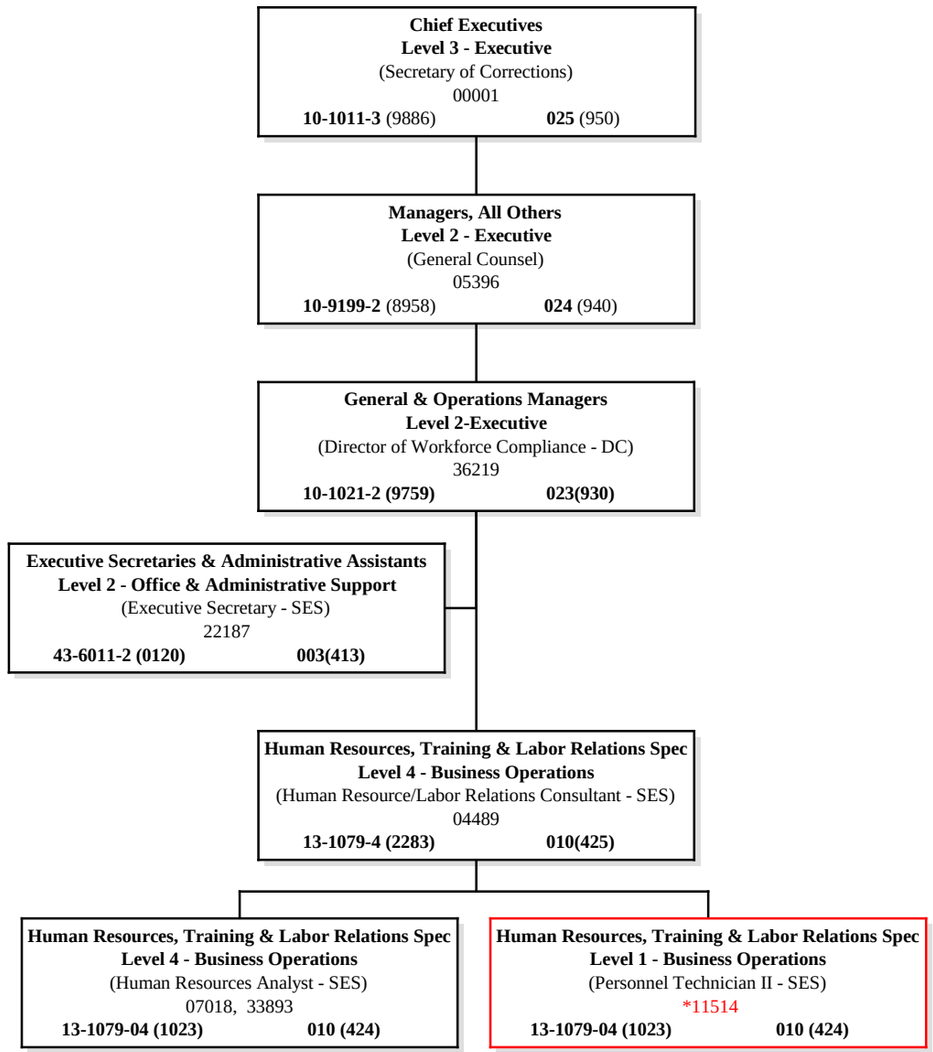
submitted : 6-21-10
Verified By : Devaris Chandler
Effective:6-21-10



Department of Corrections 70
Office of the Secretary 10
General Counsel 20
Workforce Compliance 20/21

Office of the General Counsel
Workforce Compliance

Submitted 6-24-11
Verified By : Christie Green
Effective 6-24-11



Position 11514 reclassified from Human REsources Analyst - SES to Personnel Technician II - SES effective 6-24-11

Department of Corrections 70
Office of Health Services 50
Central Office 20
Contracts 20-20
Recruitment 20-21
Planning & Evaluation 20-22
Quality Management 20-24
TB Grant 10-23-91

Office of Health Services
Central Office-Administration
Chart 2 of 2

Submitted: 6/27/11
Verified: Brenda Williams
Effective: 7/22/11

General and Operations Managers
Level 2 - Executive
(Deputy Secretary of Corrections)
00005
10-1021-2(9887) **024** (950)

Medical & Health Services Managers
Level 2 - Executive
(Assistant Secretary of Health Services - DC)
15231
10-9111-2 (7878) **024** (860)

Executive Secretaries & Admin. Assistants
Level 2 - Office & Admin. Support
(Personal Secretary I)
15233
43-6011-2 (9713) **003** (110)

Management Analysts
Level 4 - Business Operations
(Senior Management Analyst Supervisor-SES)
15234
13-1111-4 (2228) **010** (426)

General & OPerations Managers
Leve 2 - Manager
(Operations & Management
Consultant Manager SES)
14809
11-1021-2(2238) **020** (425)

Management Analysts
Leve l 4 - Business Operations
(Government Operations Consultant II)
28909 Region I
02044 Region II
08877 Region III
40529 Region IV
13-1111-4 (2236) **010** (023)

General & OPerations Managers
Leve 2 - Manager
(Operations & Management
Consultant Manager SES)
35163
11-1021-2(2238) **020** (425)

Management Analysts
Leve l 4 - Business Operations
(Government Operations Consultant II)
26159, 25679, 35051
13-1111-4 (2236) **010** (023)

HIV/ AIDS

Management Analysts
Leve l 4 - Business Operations
(Government Operations Consultant II)
14509
13-1111-4 (2236) **010** (023)

Management Analysts
Level 4 - Business Operations
(Operations & Management Constulant II-SES)
13989
13-1111-4 (2236) **010** (423)

Community & Social Service Specialists, All Other
Level 3 - Counseling & Social Work
(Human Services Program Consultant III)
16418 - Region II (RMC)
02070 - Region III (Sumter C.I.)
35153 - Region IV (Dade C.I.)
21-1099-3 (5920) **007** (023)

Community & Social Service Specialists, All Other
Level 3 - Counseling & Social Work
(Human Services Program Consultant II)
42724 - Region IV (Dade C.I.)
21-1099-3 (5919) **007** (021)

Management Analysts
Level 4 - Business Operations
(Government Operations Consultant II)
17634, 18955
13-111-04(2236) **010**(023)

REGIONAL ADMINISTRATION

Management Analysts
Leve 4 - Business Operations
(Government OperationsConsultant III)
Regional Health Services Manager
17621 Region I
13486 Region II
16768 Region III
17623 Region IV
13-1111-04 (2238) **010** (025)

Deputy Asst. Secretary for Health Services Admin.-DC position #11883, Executive Secretary position #14848 deleted in 2011 statewide deletions
OMC Mgr position #05674, Goc I position #05699 & 08879 are being used by CMA under the Secretary's office from 7/1/11 through 6/30/12.

See Chart 1 for remainder of Health Services Administration

Department of Corrections 70
Assistant Secretary of Health Services 50
Medical Services 10
Dental Services 21

Office of Health Services
Central Office-Dental Services

Submitted: _____7/31-02-_____
Verified by: _____Brenda Williams_____
Effective Date: __7/1/02_____

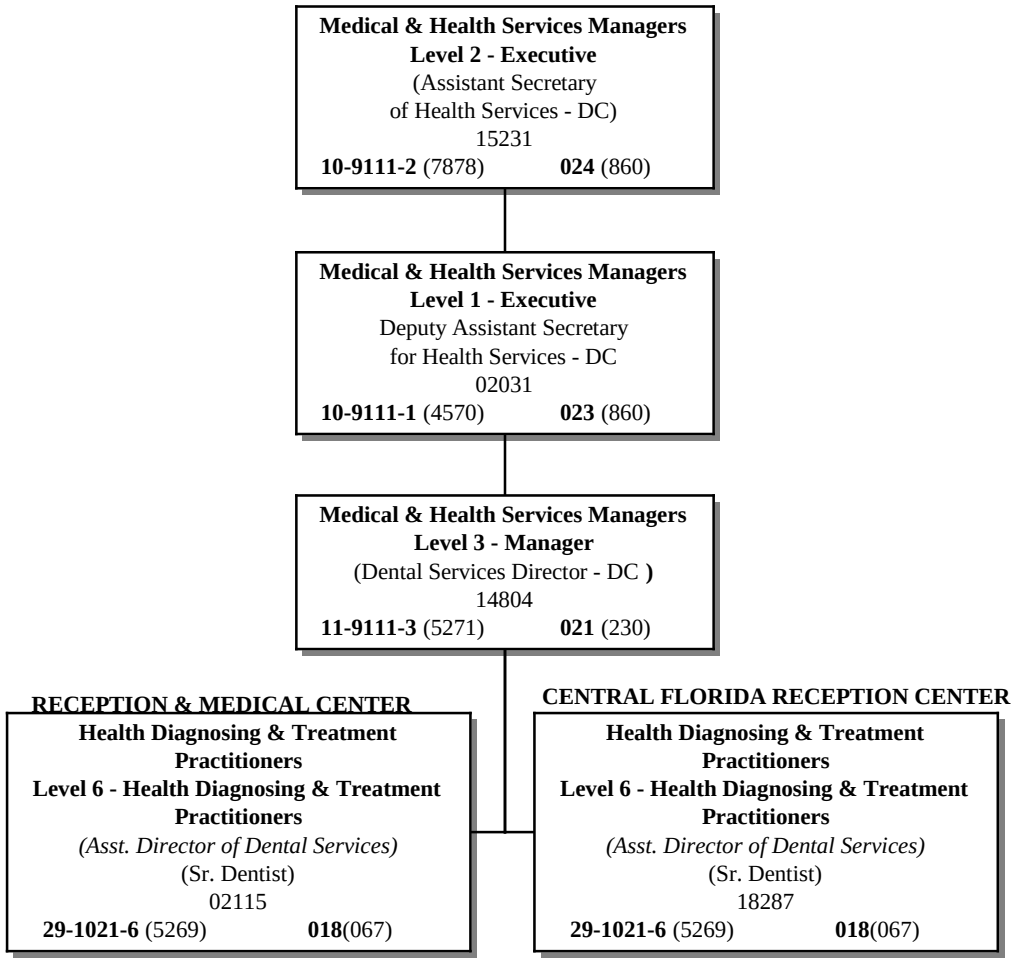
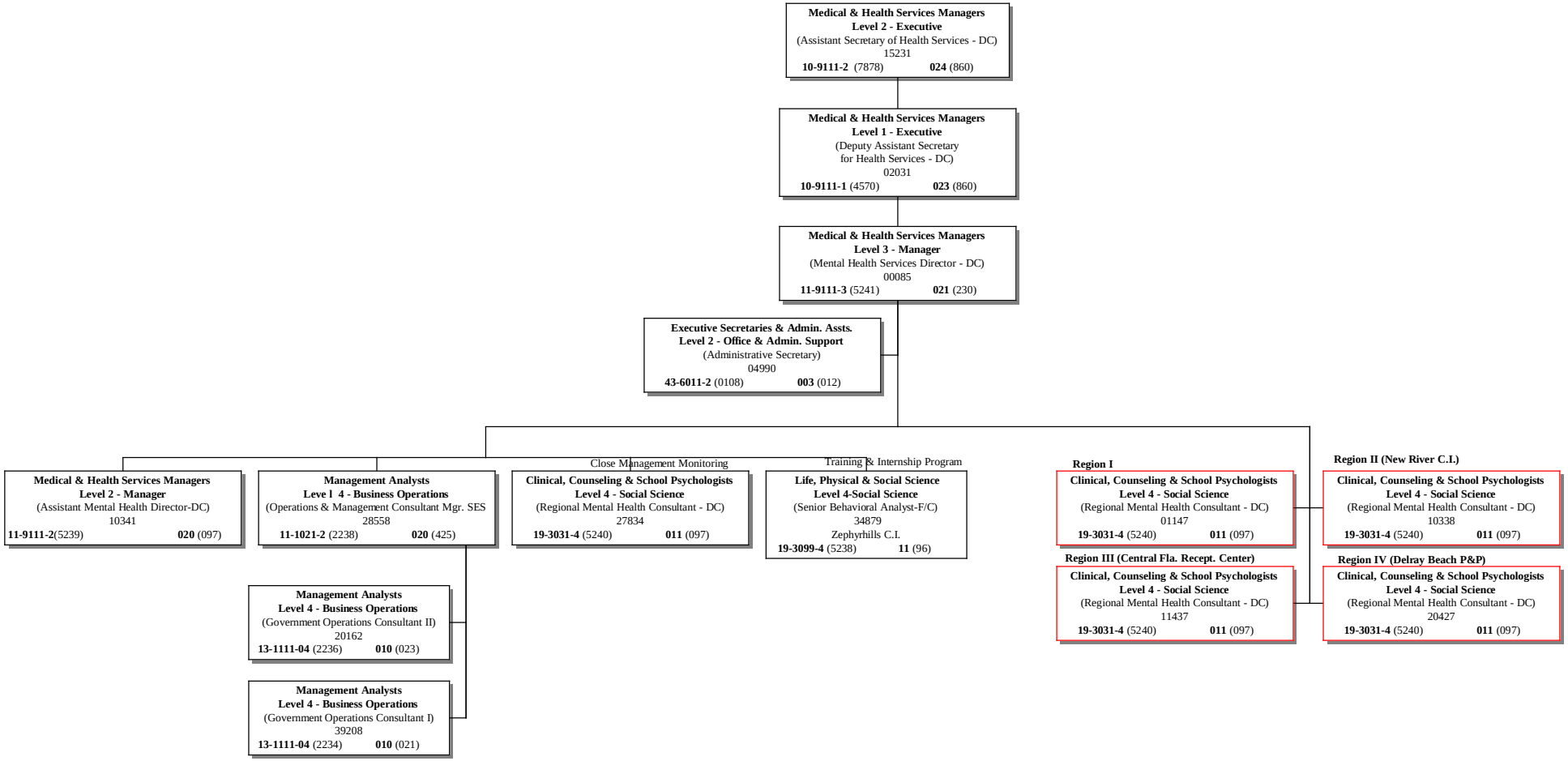


Chart reflects the new occupational titles, levels and codes as a result of Broadbanding.

Department of Corrections 70
Assistant Secretary of Health Services 50
Medical Services 10
Mental Health Services 22

Office of Health Services
Central Office-Mental HealthServices

Submitted: 6/24/11
Verified by: B. Williams
Effective Date: 6/24/11

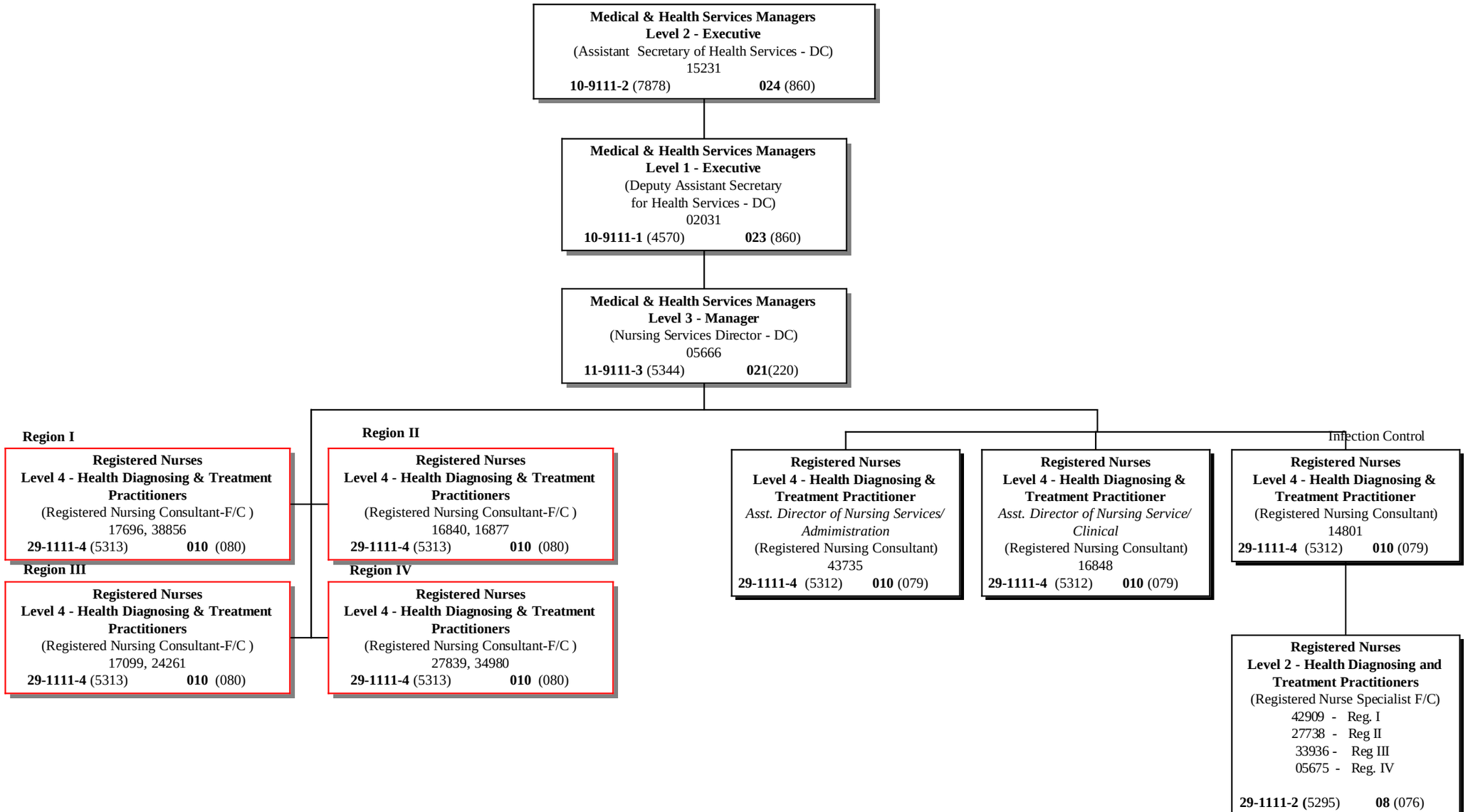


Regional Mental Health Consultant positions moved under the direct supervision of the Mental Health Services Director.

Department of Corrections 70
Assistant Secretary of Health Services 50
Medical Services 10
Nursing Services 23

Office of Health Services
Central Office-Nursing Services

Submitted: ___ _3/31/11
Verified by: _____Brenda Williams_____
Effective Date: ___4/1/11

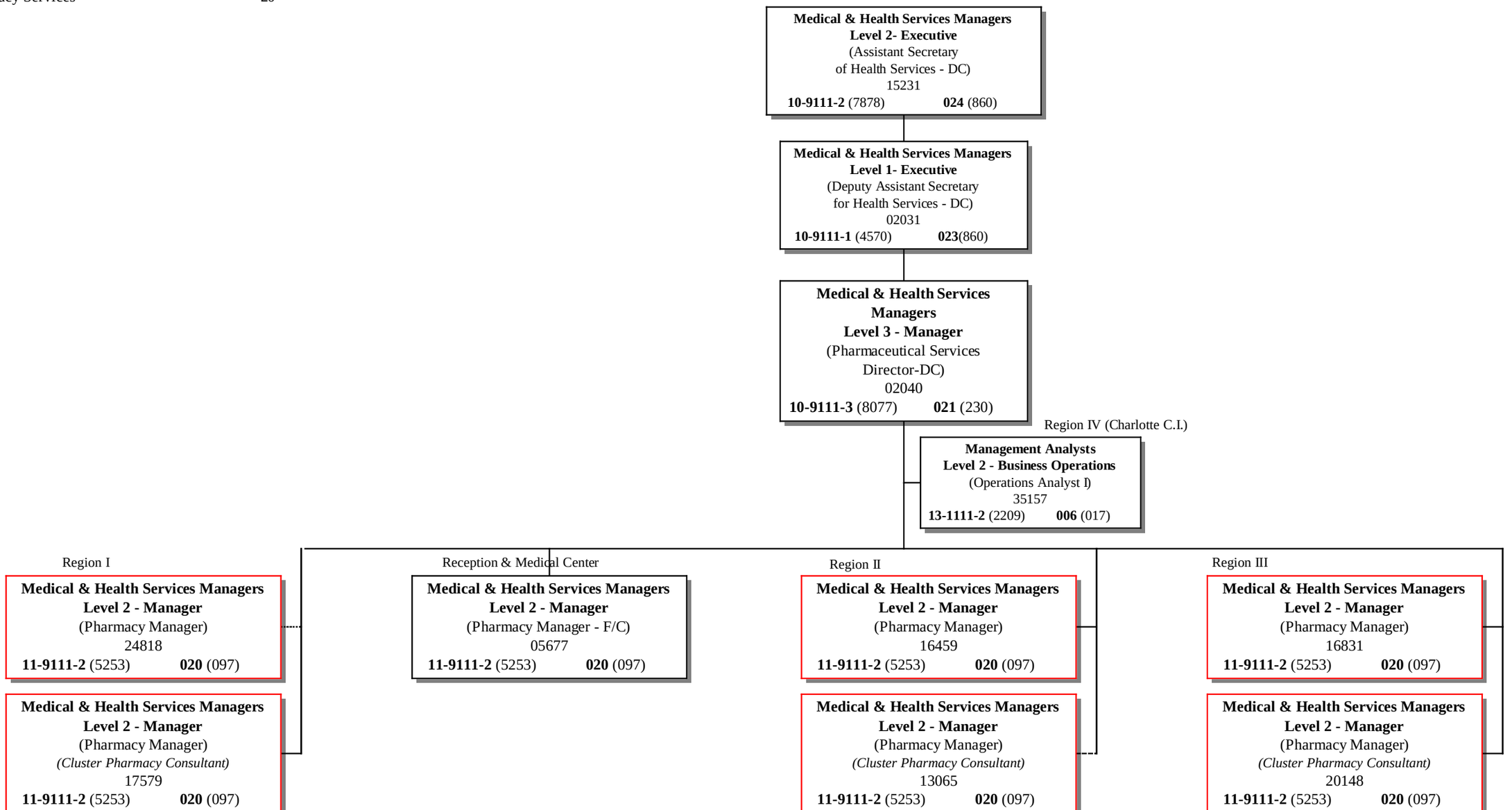


Regional RN Consultants moved under direct report of Nursing Services Director.

Department of Corrections 70
Assistant Secretary of Health Services 50
Medical Services 10
Pharmacy Services 20

Office of Health Services
Central Office-Pharmacy Services

Submitted: _____3/31/11____
Verified by: _____Brenda Williams_____
Effective Date: _4/1/11

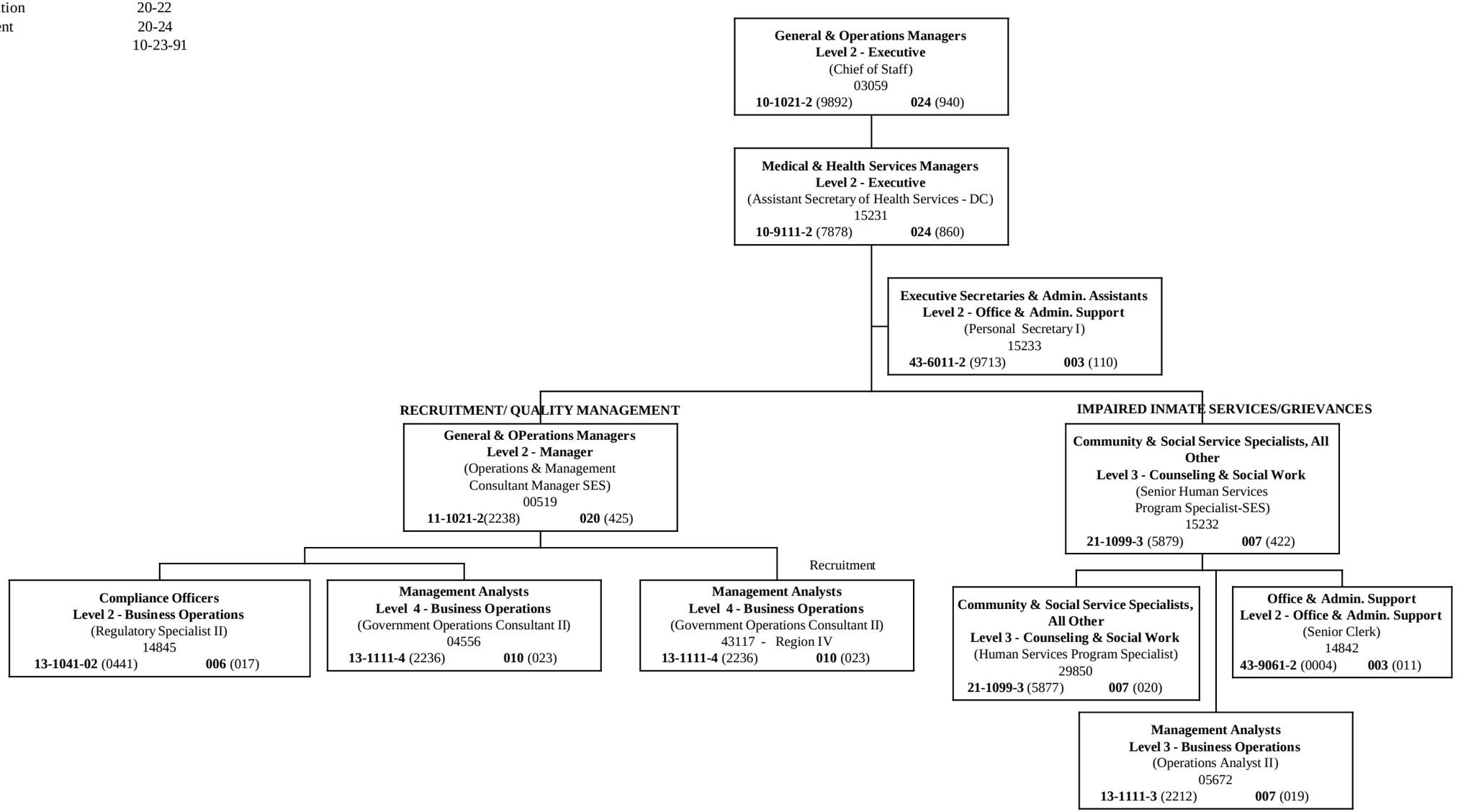


Pharmacy Managers moved under direct supervision of the Pharmaceutical Services Director.

Department of Corrections	70
Office of Health Services	50
Central Office	20
Contracts	20-20
Recruitment	20-21
Planning & Evaluation	20-22
Quality Management	20-24
TB Grant	10-23-91

Office of Health Services
Central Office-Administration
Chart 1 of 2

Submitted: 6/27/11
Verified: _____Brenda Williams___
Effective: _ ___7/22/11



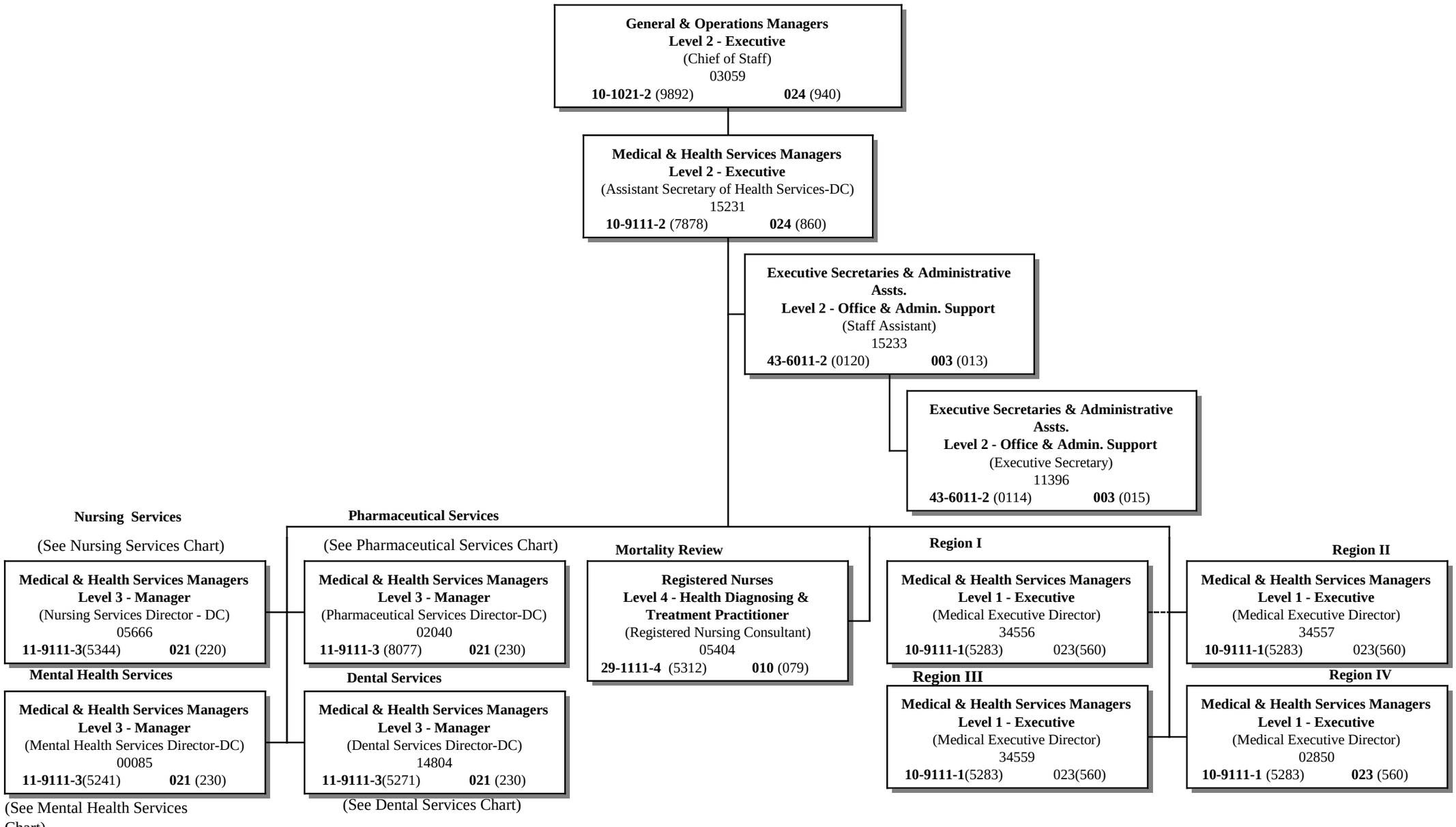
Deputy Asst. Secretary for Health Svcs Admin.-DC #11883 and Executive Secretary #14848 deleted in 2011 statewide deletions
GOC II #23346 and RN Consultant F/C #43118 deleted in 2011 statewide deletions.
Administrative Secretary #02032 deleted in 2011 statewide deletions.
Administrative Asst. I #38940 and GOC II #03540 & #11435 positions are being used for CMA which reports to the Secretary from 7/1/11 until 6/30/12.

See Chart 2 for remainder of Health Services Administration

Department of Corrections
Office of Health Services
Medical Services

Central Office Health Services
Medical Services

Submitted: _6/27/11___
Verified: _____Brenda Williams___
Effective:__ 7/22/11

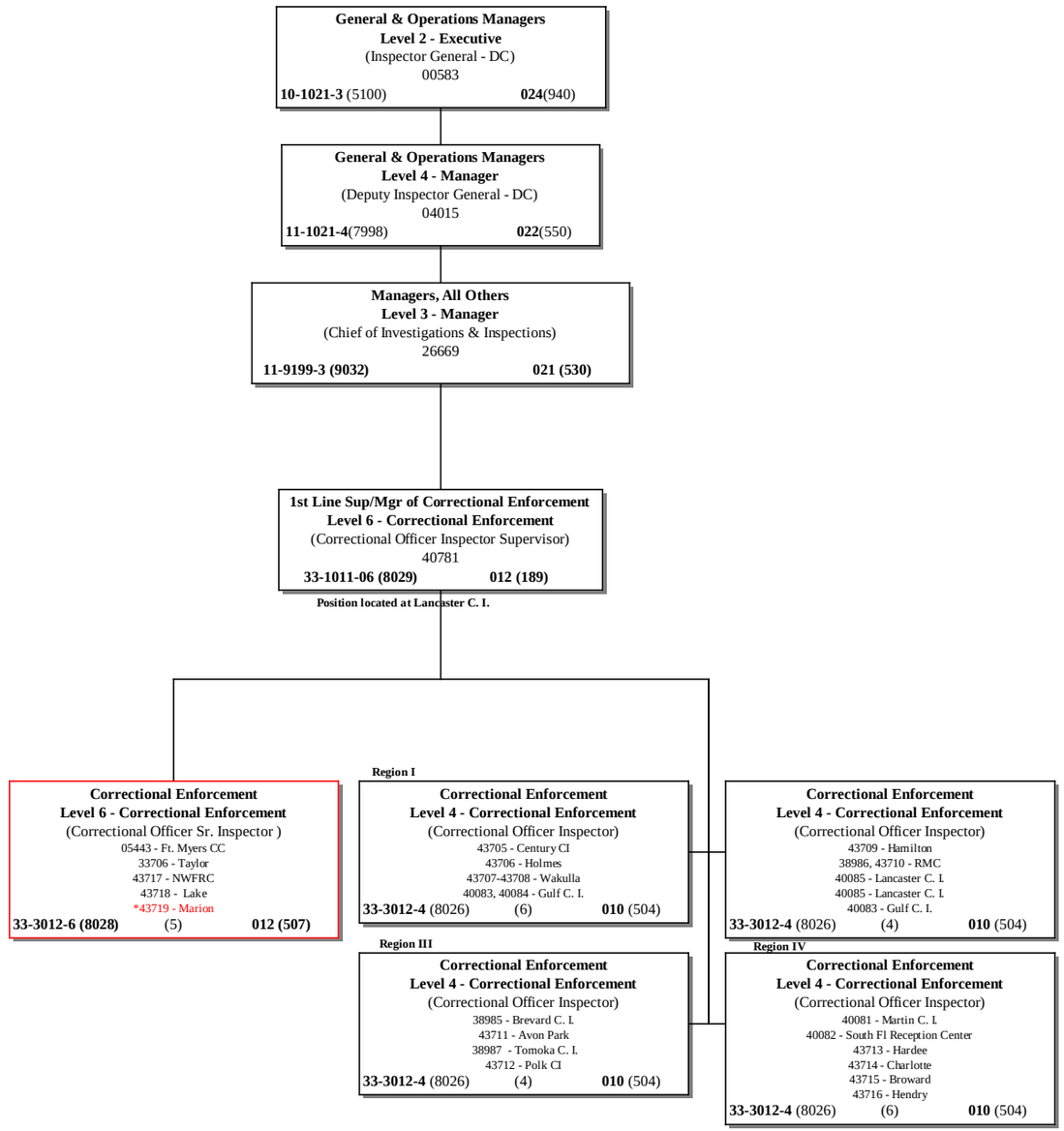


Deputy Asst. Secretary for Health Services-DC #02031 deleted in 2011 statewide deletions.

Department of Corrections 70
Office of theSecretary 10
Office of the Inspector General 30
Drug Interdiction & Intelligence 21
Canine Drug Unit 21-01

OFFICE OF THE INSPECTOR GENERAL
DRUG INTERDICTION & INTELLIGENCE/CANINE DRUG UNIT

Submitted : 9-17-10
Verified by: Devaris Chandler
Effective Date: 9-17-10



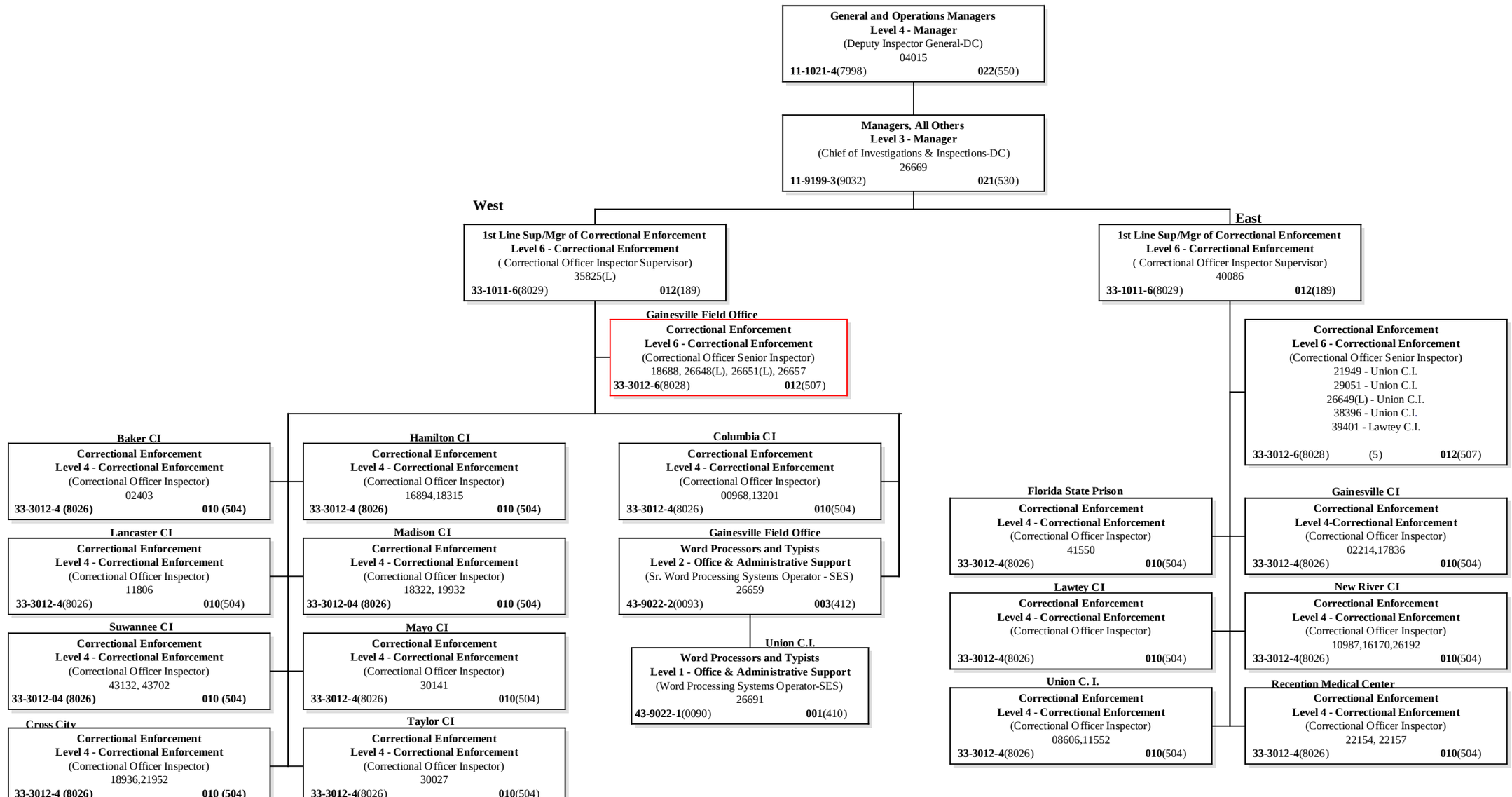
CC - Community Corrections

Transferred position 43719 from Polk to Marion effective 9-17-10

Department of Correction 70
Office of the Secretary 10
Office of the Inspector General 30
State Investigations 11
Gainesville Field Office 11/02

OFFICE OF THE INSPECTOR GENERAL
STATE INVESTIGATIONS
GAINESVILLE FIELD OFFICE

Submitted: 1-5-2011
Verified By: L. McGriff
Effective: 12-24-2010

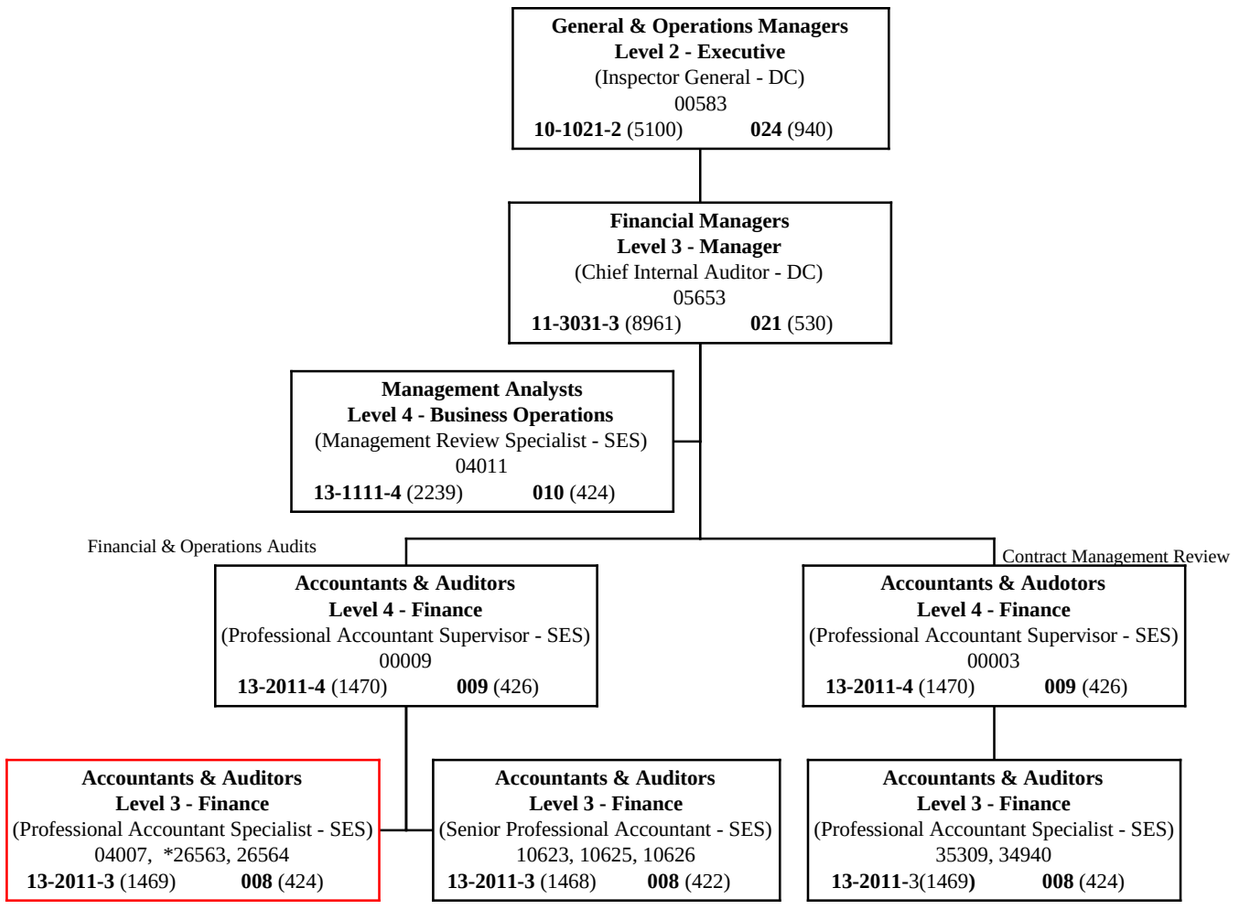


(L)Leadworker 02345 Correctional Officer Senior Inspector supervisor changed to 26671 Correctional Officer Inspector Supervisor

Department of Corrections 70
Office of the Secretary 10
Office of the Inspector General 30
Internal Audit 10

OFFICE OF THE INSPECTOR GENERAL
INTERNAL AUDIT

Submitted: 7-17-08
Verified by: Christie Green
Effective Date:7-1-08

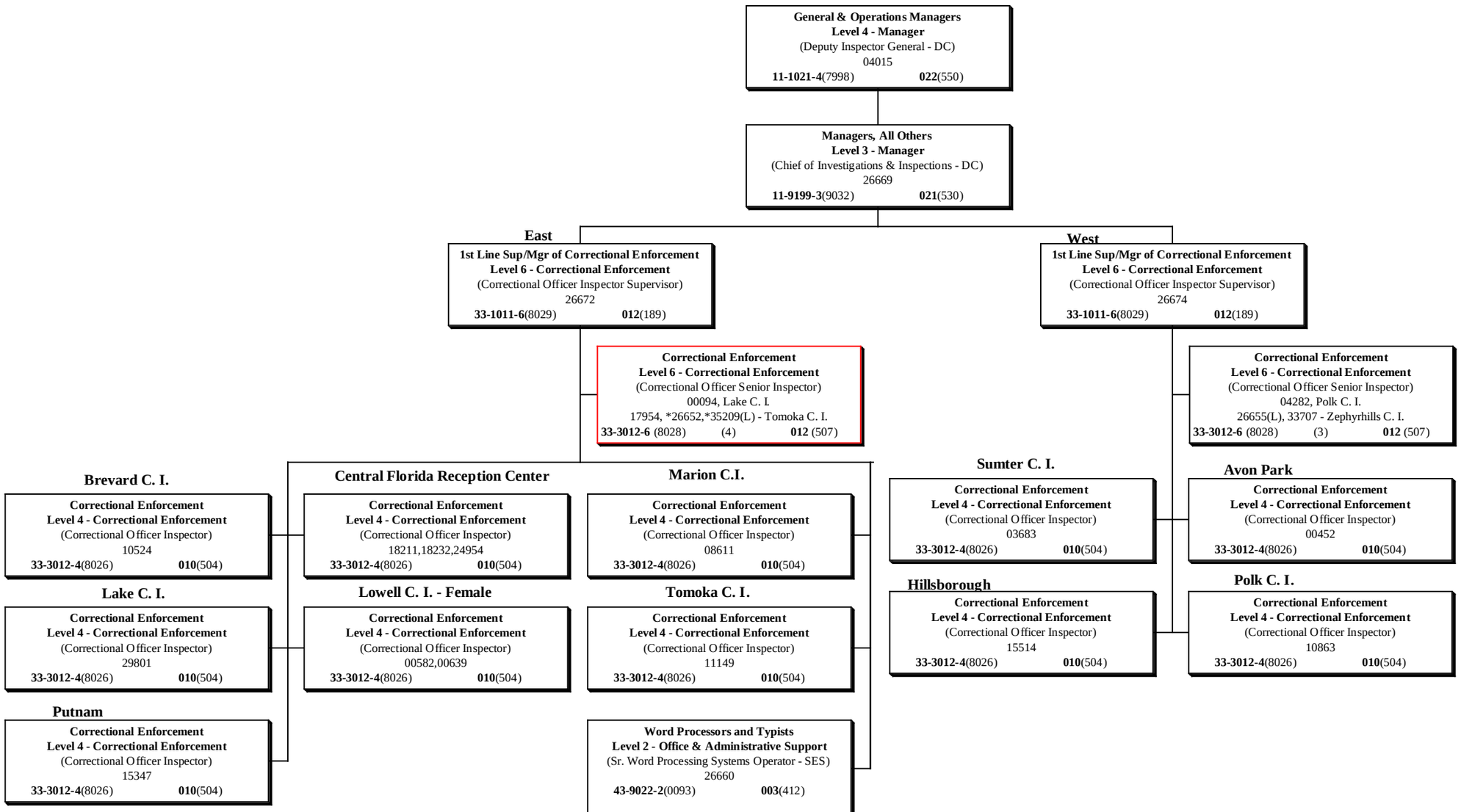


Deleted Staff Assistant position 26558 effective 7-1-08

Department of Corrections 70
Office of the Secretary 10
Office of the Inspector General 30
State Investigations 11
Orlando Field Office 11/03

OFFICE OF THE INSPECTOR GENERAL
STATE INVESTIGATIONS
ORLANDO FIELD OFFICE

Submitted: 10-2010
Verified By: Lillie McGriff
Effective Date: 10-15-2010



35209 C.O. Senior Inspector Lead Worker duties added
L=Leadworker 26652 C.O. Senior Inspector Lead Worker duties removed

Department of Corrections 70
Office of the Secretary 10
Office of the Inspector General 30
Internal Audut 10
State Investigations 11
Corrections Intelligence 22

OFFICE OF THE INSPECTOR GENERAL - Overview

Submitted: 3-2011
Verified by: L. McGriff
Effective Date: 3-18-2011

Chief Executives
Level 3 - Executive
(Secretary of Corrections)
00001
10-1011-3 (9886) **025** (950)

General & Operations Managers
Level 2 - Executive
(Inspector General - DC)
00583
10-1021-2 (5100) **024** (940)

Executive Secretaries & Admin. Assistants
Level 2 - Office & Administrative Support
(Personal Secretary I)
00006
43-6011-2 (9713) **003** (110)

*INTERNAL AUDIT

Financial Managers
Level 3 - Manager
(Chief Internal Auditor - DC)
05653
11-3031-3 (8961) **021** (530)

*STATE INVESTIGATIONS

General & Operations Managers
Level 4 - Manager
(Deputy Inspector General - DC)
04015
11-1021-4 (7998) **022** (550)

Executive Secretaries & Administrative Assistants
Level 2 - Office & Administrative Support
(Executive Secretary - SES)
25873
43-6011-2(0115) **003**(415)

Executive Secretaries & Admin. Assistants
Level 2 - Office & Administrative Support
(Administrative Assistant I - SES)
11516
43-6011-2 (0709) **003** (415)

Managers, All Others
Level 3 - Manager
(Chief of Investigations & Inspections - DC)
26669
11-9199-3 (9032) **021** (530)

Executive Secretaries & Administrative Assistants
Level 2 - Office & Administrative Support
(Staff Assistant - SES)
26668
43-6011-2(0120) **003**(413)

*STATE INVESTIGATIONS

First Line Supervisors/Managers of Correctional Enforcement
Level 6 - Correctional Enforcement
(Correctional Officer Inspector Supervisor)
*26671
33-1011-6 (8029) **012** (189)

*USE OF FORCE

First Line Supervisor/Managers of Correctional Enforcement
Level 6 - Correctional Enforcement
(Correctional Officer Inspector Supervisor)
*26670
33-1011-6 (8029) **012 (189)**

Drug Detection Canine Unit

1st Line Sup/Mgr of Correctional Enforcement
Level 6- Correctional Enforcement
(Correctional Officer Inspector Supervisor)
40781
33-1011-06 (8029) **012 (189)**

*ORLANDO IG FIELD OFFICE

First Line Supervisor/Managers of Correctional Enforcement
Level 6 - Correctional Enforcement
(Correctional Officer Inspector Supervisor)
26672,26674
33-1011-6 (8029) **012** (189)

*GAINESVILLE IG FIELD OFFICE

First Line Supervisors/Managers of Correctional Enforcement
Level 6 - Correctional Enforcement
(Correctional Officer Inspector Supervisor)
35825,40086
33-1011-6 (8029) **012** (189)

*FT. LAUDERDALE IG FIELD OFFICE

First Line Supervisors/Managers of Correctional Enforcement
Level 6 - Correctional Enforcement
(Correctional Officer Inspector Supervisor)
38045,30804
33-1011-6 (8029) **012** (189)

* TALLAHASSEE IG FIELD OFFICE

First Line Supervisors/Managers of Correctional Enforcement
Level 6 - Correctional Enforcement
(Correctional Officer Inspector Supervisor)
30735
33-1011-6 (8029) **012** (189)

Corrections Intelligence Unit

Management Analysts
Level 4 - Business Operations
(Senior Management Analysts II-SES
14461
13-1111-4 (8028) **010 (426)**

Correctional Enforcement
Level 6-Correctional Enforcement
(Correctional Officer Senior Inspector)
02892
13-3012-6 (8028) **012 (507)**

General & Operations Managers
Level 2 - Manager
(Operations & Management Consultant Manager - SES)
27289
11-1021-2(2238) **020**(425)

*See Separate Chart for Subordinates

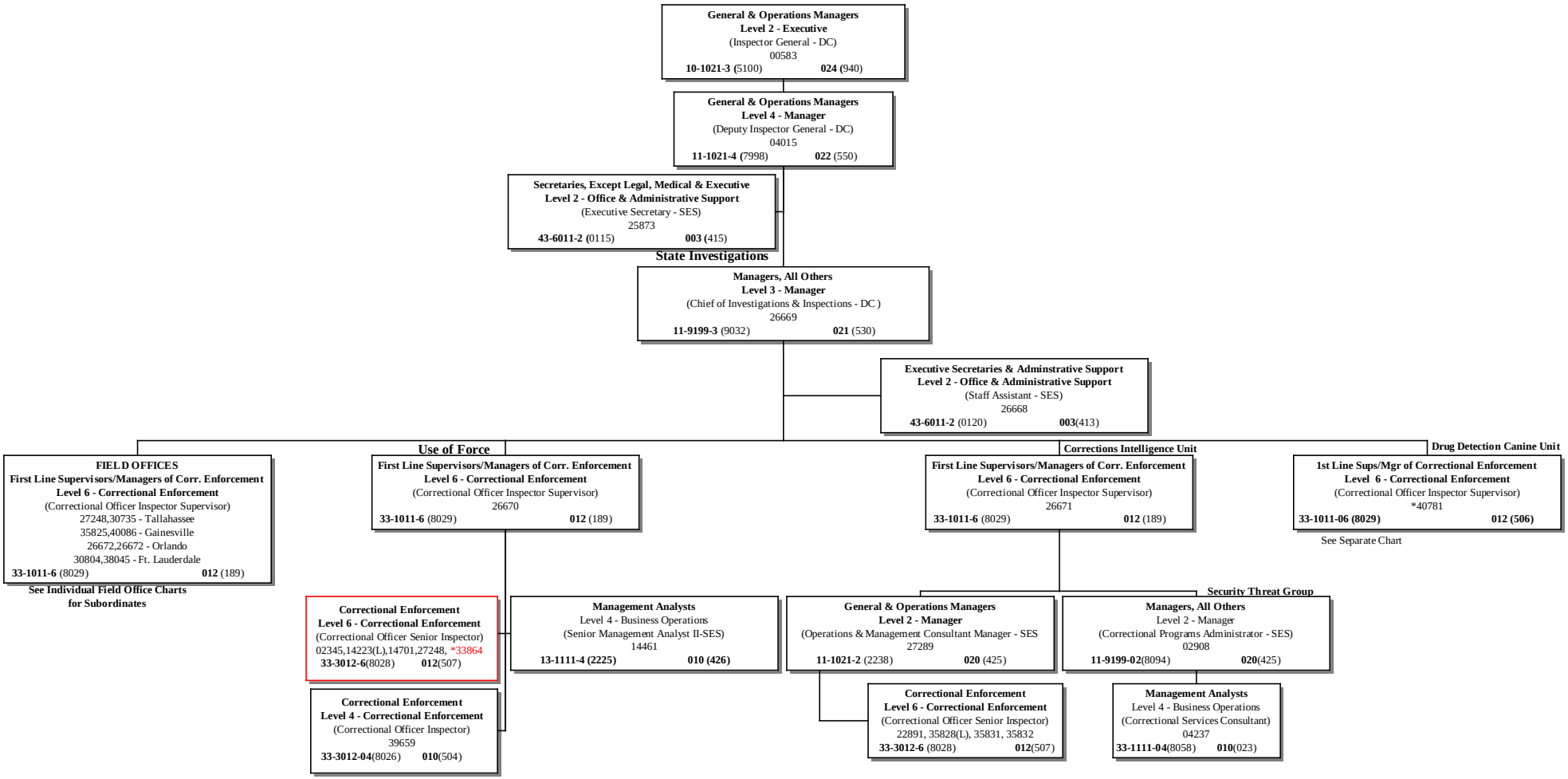
27248 Correctional Officer Sr. Inspector supervisor changed from 04015 Deputy I.G. to 26670 C.O. Inspector Supervisor, effective 3/18/2011
14701 Correctional Officer Sr. Inspector supervisor changed from 04015 Deputy I.G. to 26670 C.O. Inspector Supervisor, effective 3/18/2011

LW = Leadworker

Department of Corrections 70
Office of the Secretary 10
Office of the Inspector General 30
State Investigations 11
Use of Force 11-06
Drug Detection Interdiction 21
Corrections Intelligence Unit 22

INSPECTOR GENERAL- STATE INVESTIGATIONS

Submitted: 5-2011
Verified by: L. McGriff
Effective Date: 5-13-2011

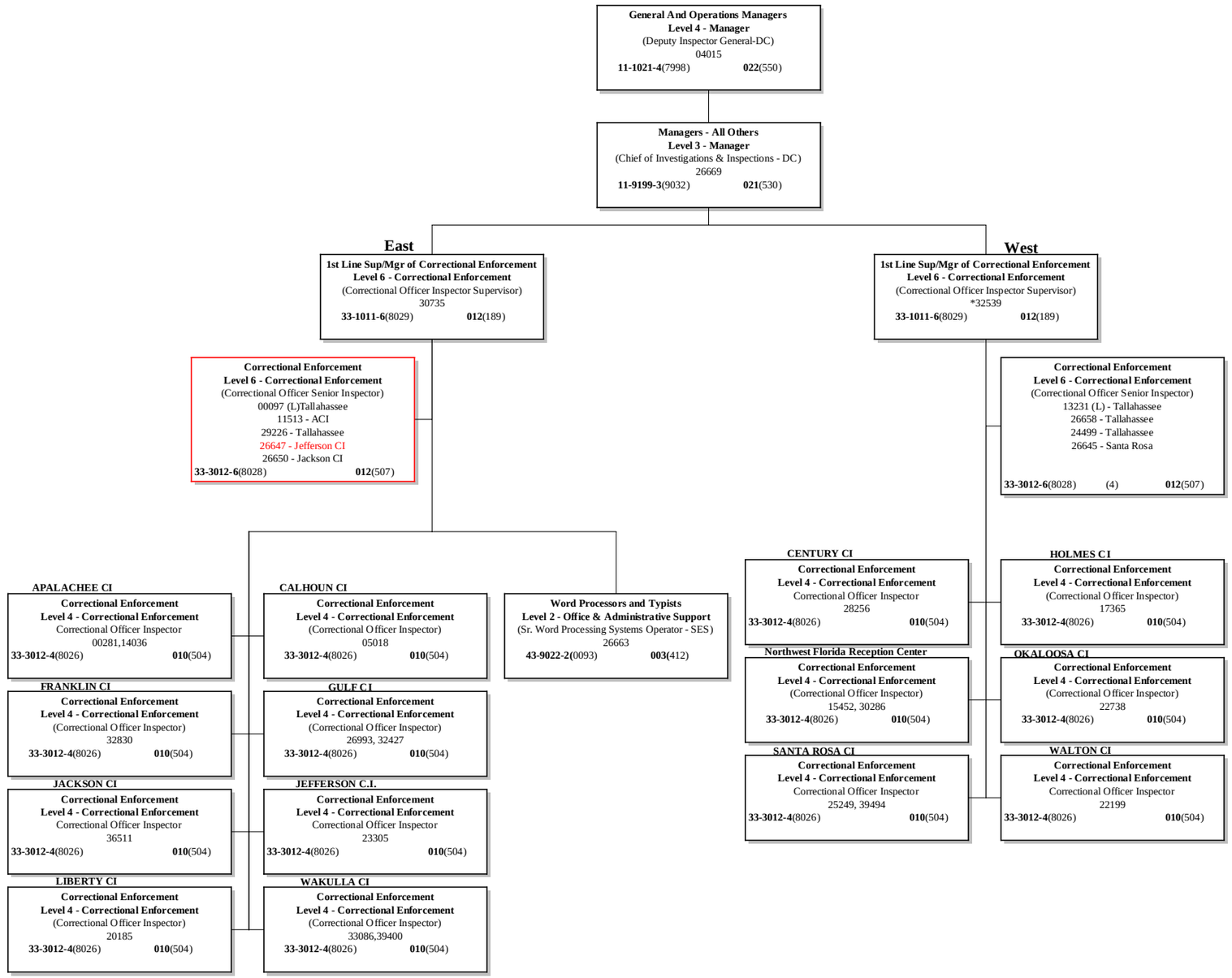


33864 reclassifying to Correctional Officer Sr. Inspector from Correctional Services Consultant, effective 5-13-2011

Department of Corrections 70
Office of the Secretary 10
Office of the Inspector General 30
State Investigations 11
Tallahassee Field Office 11/01

OFFICE OF THE INSPECTOR GENERAL
STATE INVESTIGATIONS
TALLAHASSEE FIELD OFFICE

Submitted: 6-2010
Verified By: D. Chandler
Effective Date: 9-17-10



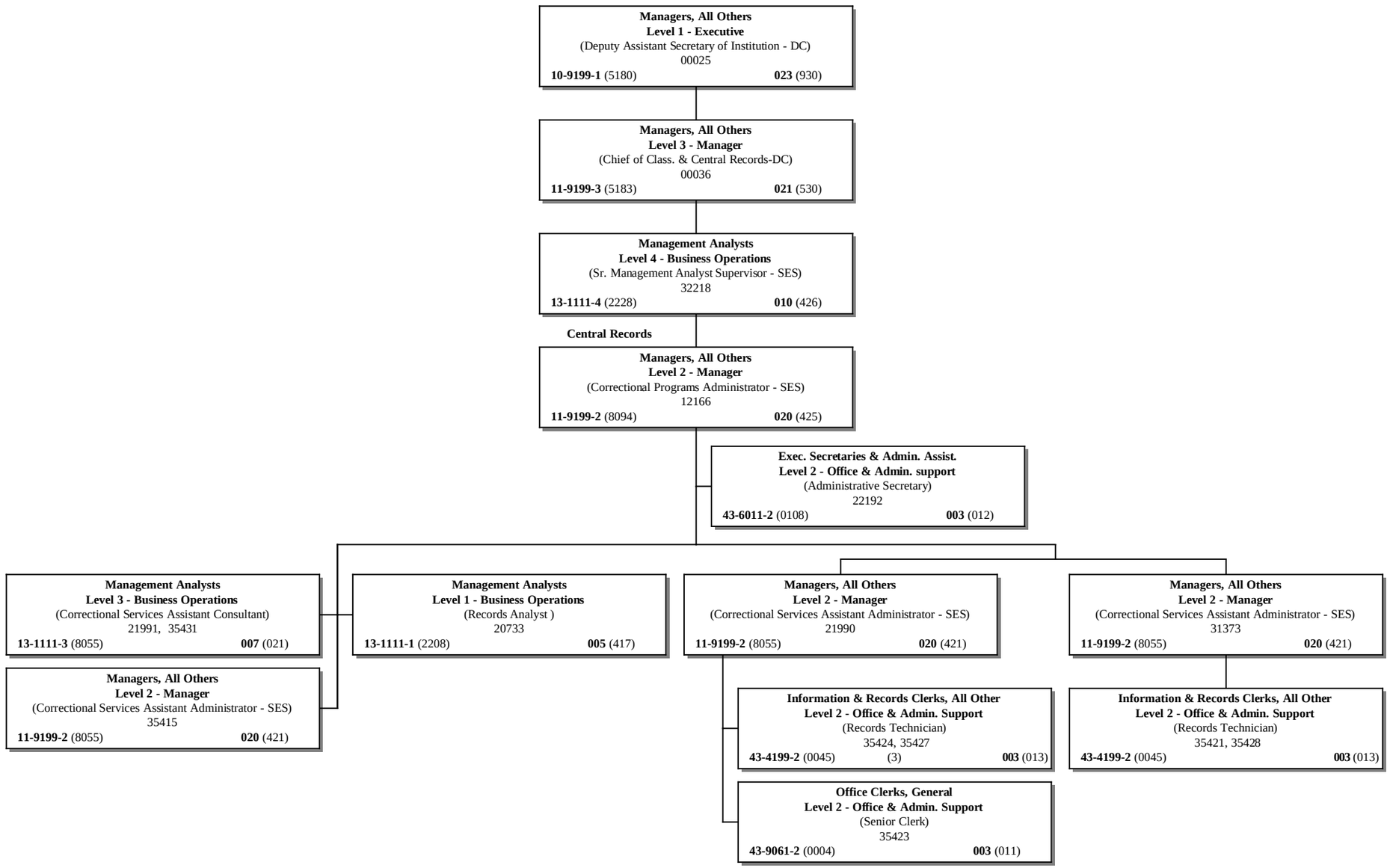
(L=Lead worker)

Position 26647 CO Sr. Inspector transferred from Santa Rosa to Jefferson
Position 26647 CO Sr. Inspector will be reporting to position 30735

Department of Corrections	70
Security & Institutional Management	30
Institution Classification	02
Classification & Central Records	10
State Classification	01
Central Visitation	01/01
Central Records	01/02
State Classification	01/03

Security and Institutional Management
Classification and Central Record - Central Records

Submitted:7-27-11
Verified by: Christie Green
Effective 7-1-11

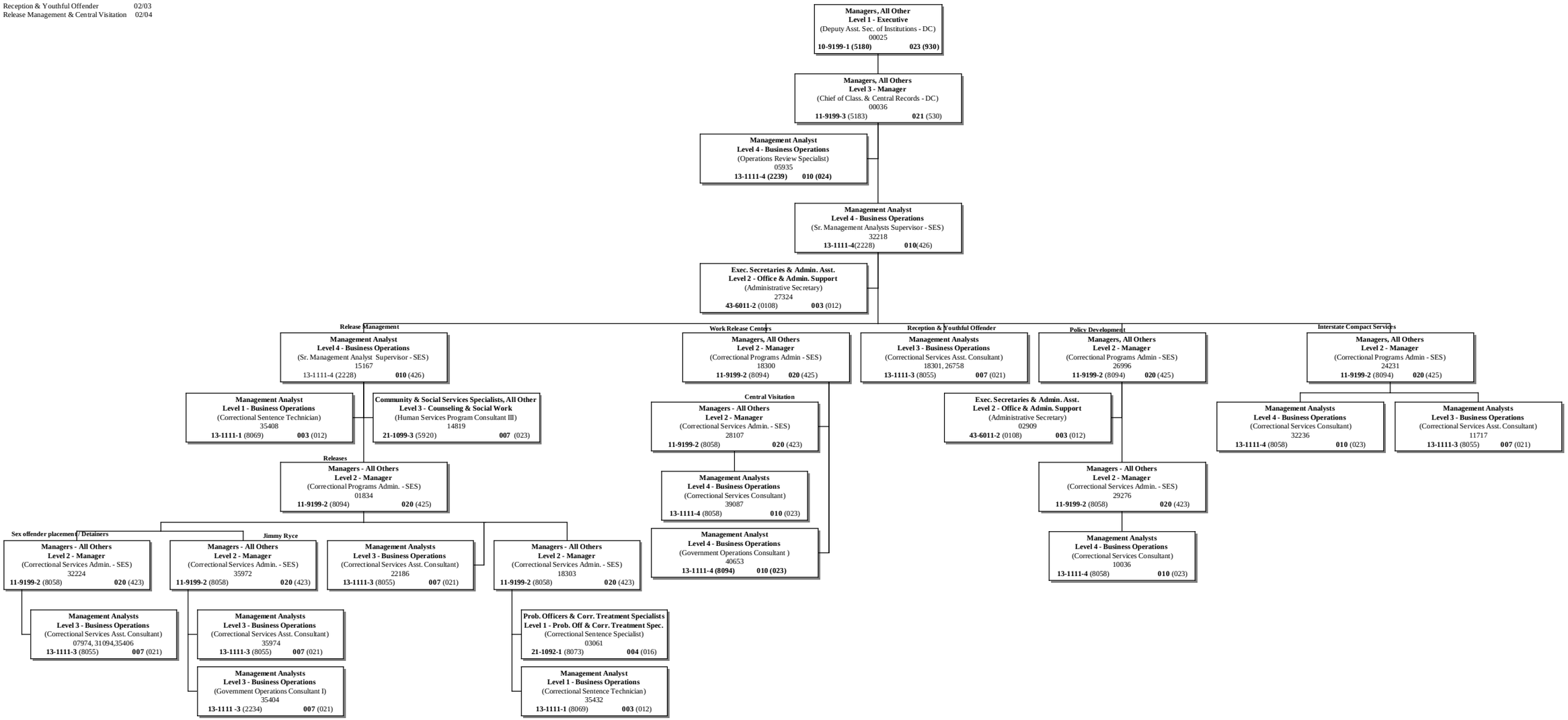


Deleted position 34562 - CSA - SES and position 35429 - Records Technician effective 7-1-11

Department of Corrections 70
Security & Institutional Management 30
Institution Classification 02
Classification & Central Records 10
Institution Classification 02/01
Inmate Labor 02/02
Reception & Youthful Offender 02/03
Release Management & Central Visitation 02/04

Security & Institution Management
Institution Classification - Inmate Labor - Reception & Youthful Offenders - Release Management/Central Visitation

Verified: 7-27-11
Submitted By: Christie Green
Effective Date: 7-1-11

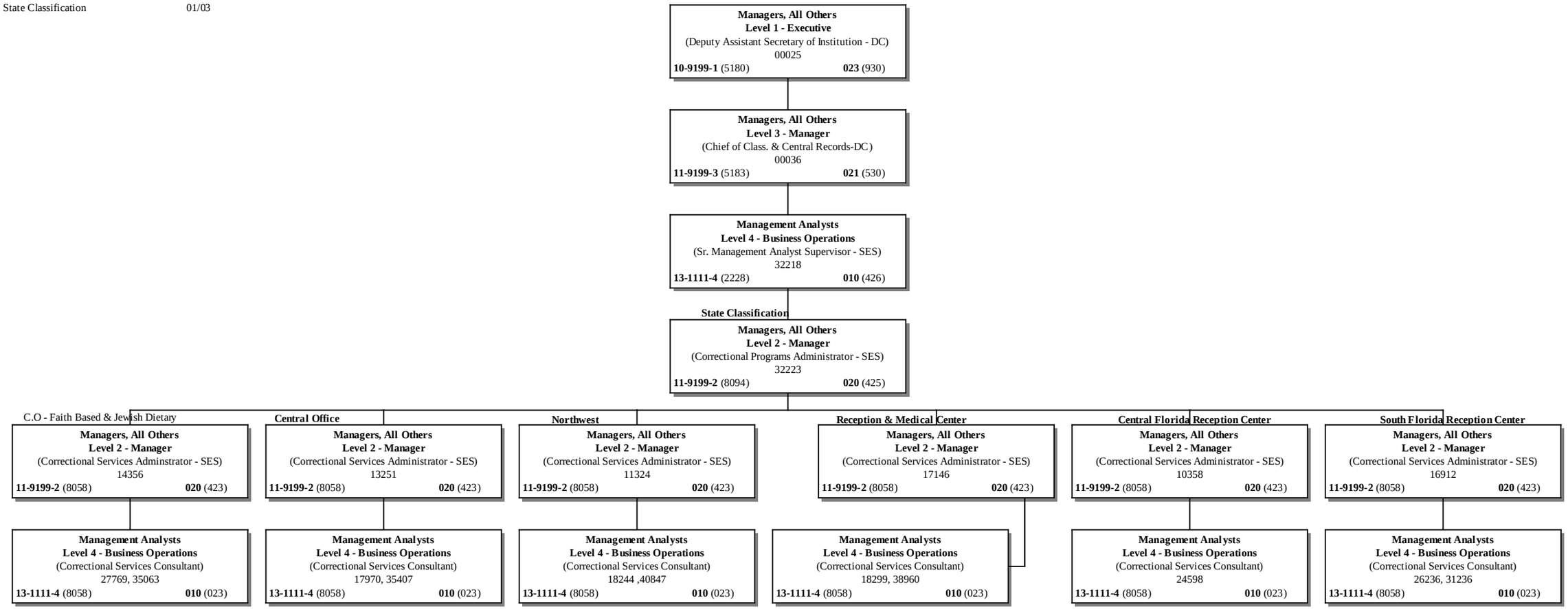


Deleted position 26685 - CSA - SES, position 00037 - Staff Assistant, and position 35975 - CSAC effective 7-1-11

Department of Corrections	70
Security & Institutional Management	30
Institution Classification	20
Classification & Central Records	10
State Classification	01
Central Visitation	01/01
Central Records	01/02
State Classification	01/03

Security and Institutional Management
Classification and Central Record - State Classification

Submitted 7-17-08
Verified by: Christie Green
Effective: **7-1-08**

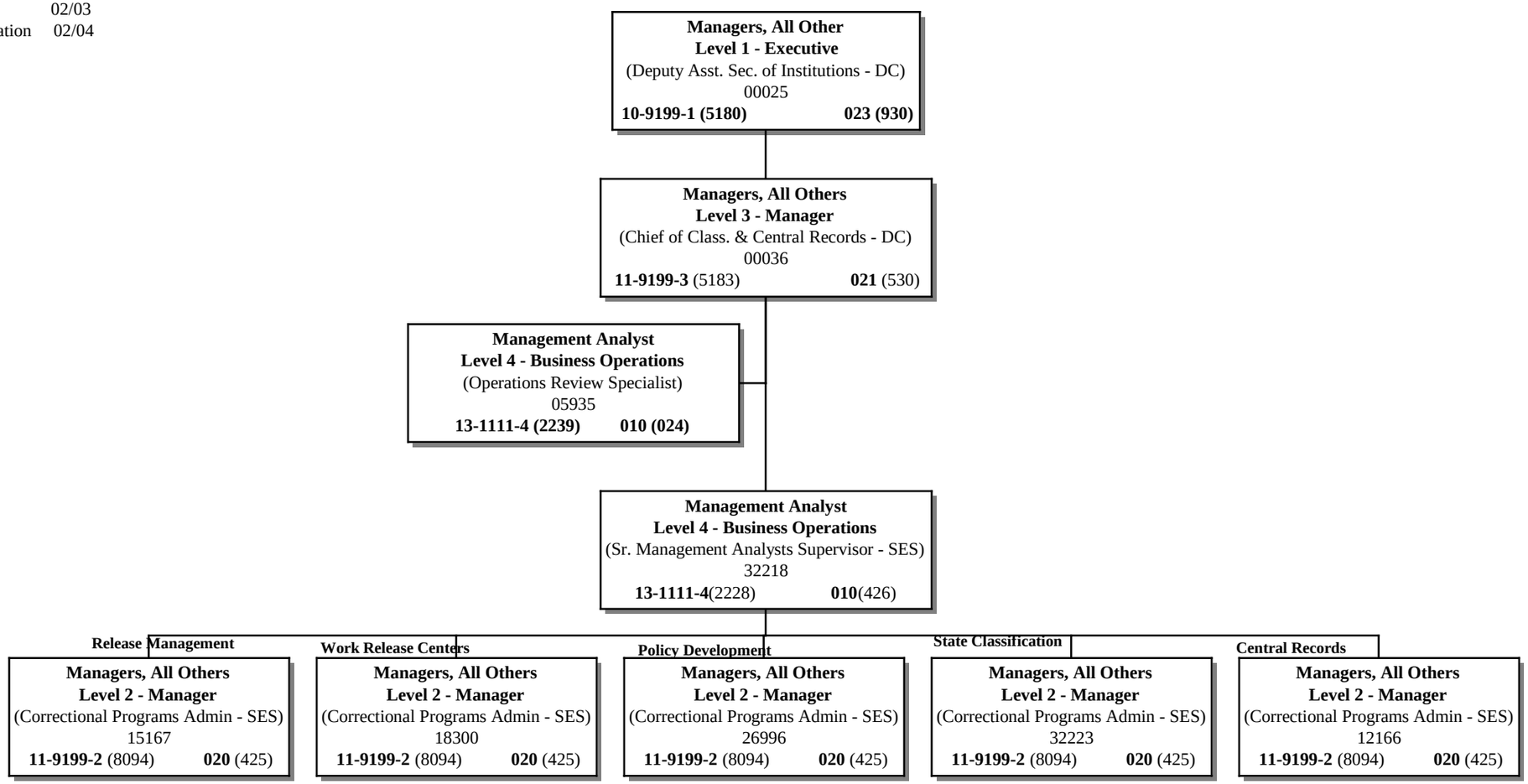


Position 31963 - Administrative Secretary deleted 7-1-08

Department of Corrections	70
Security & Institutional Management	30
Institution Classification	02
Classification & Central Records	10
Institution Classification	02/01
Inmate Labor	02/02
Reception & Youthful Offender	02/03
Release Management & Central Visitation	02/04

Security & Institution Management
Classification & Central Records (overview)

Verified: 7-27-11
Submitted By: Christie Green
Effective Date: 7-1-11

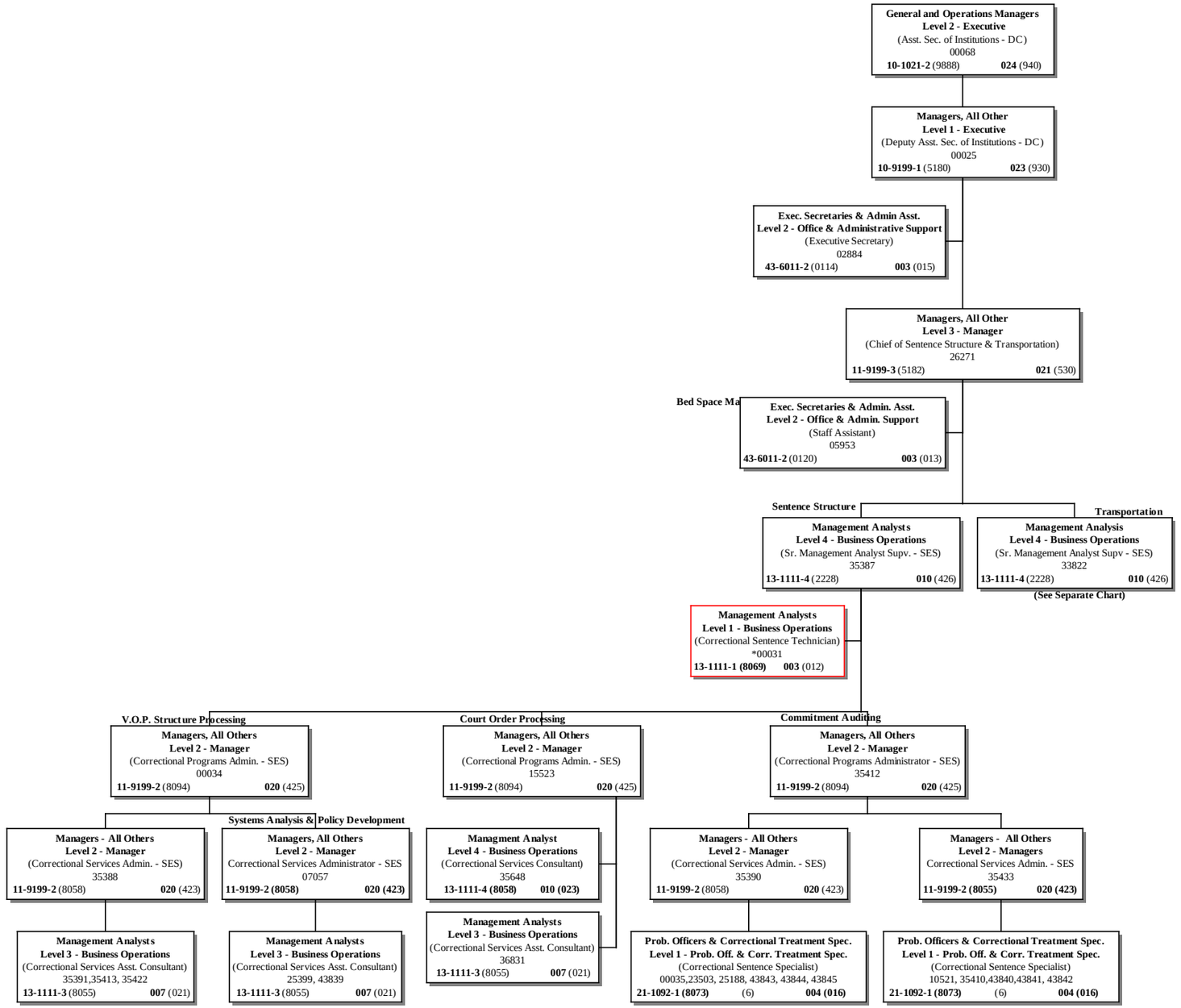


Sr. Management Analyst Supervisor - SES position 34561 transferred to Region III - Institutions temporarily until a reorg is completed.(Please don't remove this statement)
Position 00037 - Staff Assistant deleted effective 7-1-11

Department of Corrections 70
Security & Institutional Management 30
Institutional Classification 20
Sentence Structure & Transportation 11
Sentence Structure 01

Security & Institutional Management
Sentence Structure and Transportation
Sentence Structure

Submitted: 7-28-11
Verified: Christie Green
Effective7-1-11

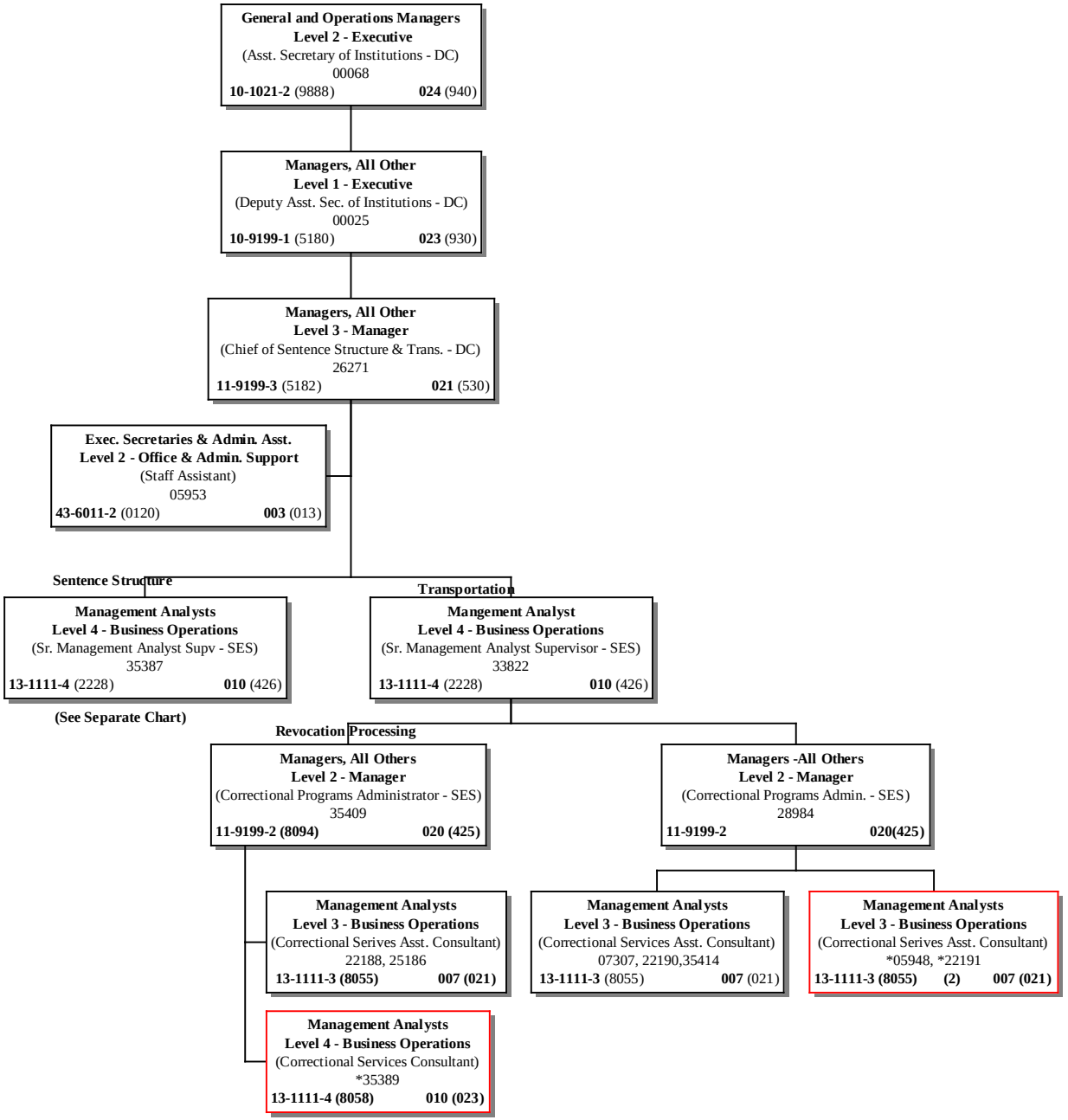


Deleted positions 00029 - Correctional Sentence Specialist; 07052, 12164 - Correctional Services Assistant Consultant; effective 7-1-11

Department of Corrections 70
Security & Institutional Management 30
Institutional Classification 20
Sentence Structure & Transportation 11
Transportation 02

Security & Institutional Management
Sentence Structure and Transportation
Transportation
CURRENT

Submitted: 7-29-11
Verified: Christie Green
Effective: 7-22-11

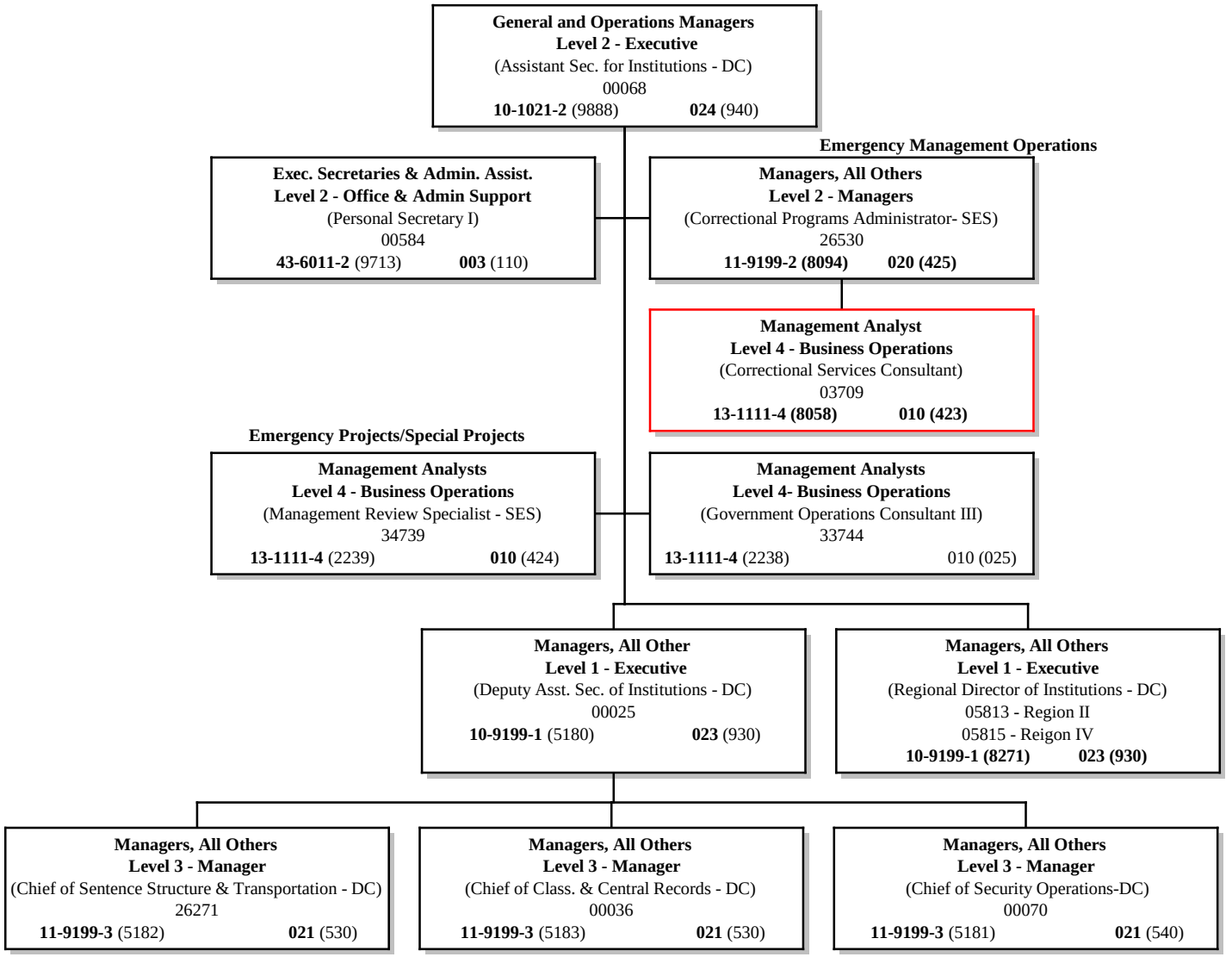


Positions 05948, 22191 and 35389 reclassified from Correctional SErvices Administrator - SES to Correctional Services Consultant effective 7-22-11

Department of Corrections	70
Security & Institutonal Management	30
Institution Operations	10
Instituton Classification	20
Security Operations	10/10
Classification & Central Records	20/10
Sentence Structure & Transportation	20/11

Security & Institutional Management
Central Office Overview

Submitted : 7-30-11
Verified By: Christie Green
Effective: 7-1-11

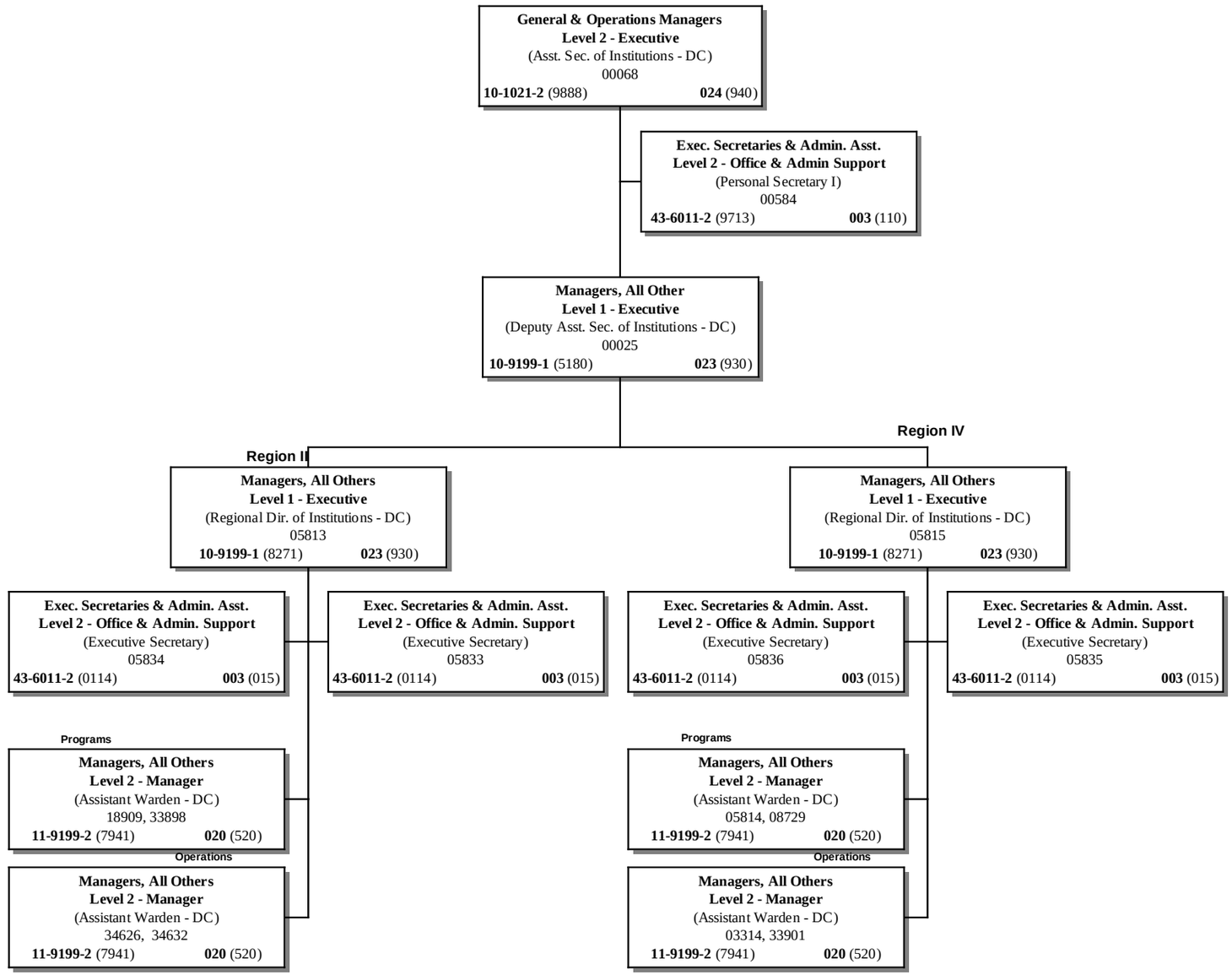


CSA - SES position 29243 deleted; CPA - SES position 33829 transferred to Security Operations; Regional Director of Institutions-DC positions 05812, 33900; Deputy Assistant Secretary of Institutions - DC position 05940 deleted effective 7-1-11

Department of Corrections **70**
Security & Institutional Management **30**
Region I **31/10**
Region II **32/20**
Region III **33/30**
Region IV **34/40**

Security and Institutional Management
Institutions - Regional Office Overview

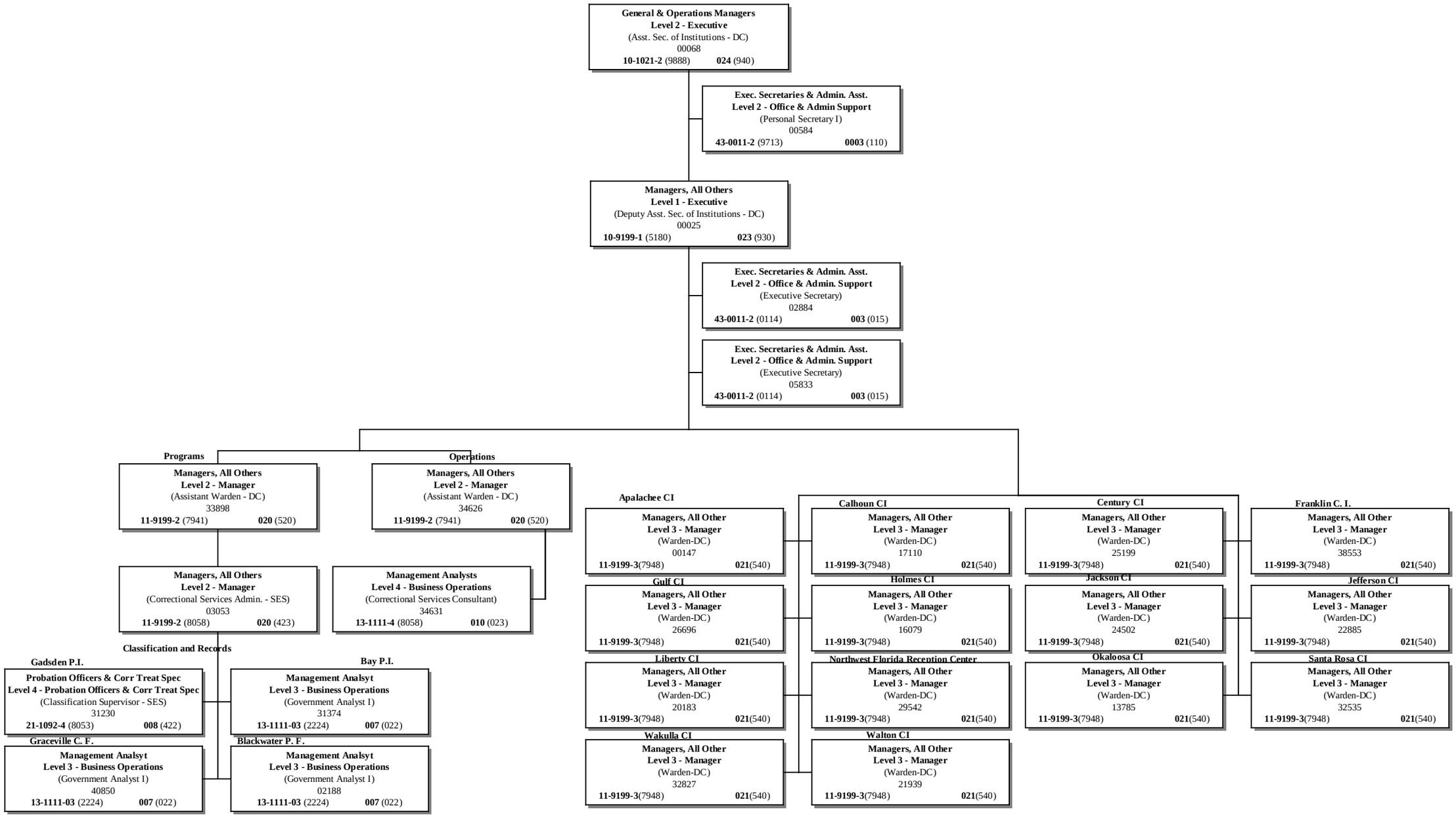
Submitted: 7-30-11
Verified by : Christie Green
Effective 7-1-11



Regional Director of Instituton positions 05812, 33900 and Deputy Assistant Secretary of Institution position 05940 were deleted effective 7-1-11

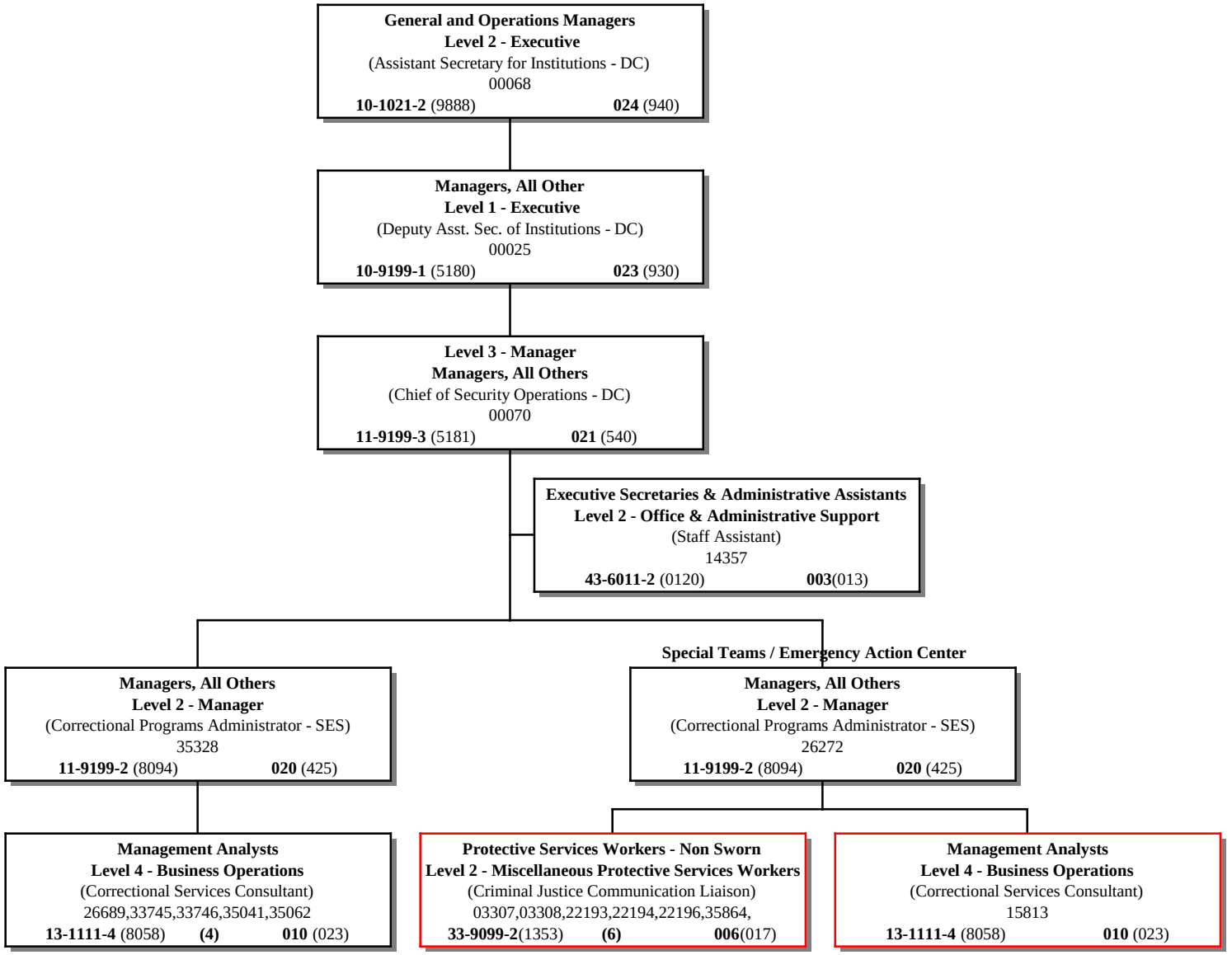
Security and Institutional Management
Regional Director's Office - Region I
CURRENT

Submitted: 7-27-11
Verified by : Christie Green
Effective 7-1-11



Deleted position 02905 - Secretary Specialist and position 05812 - Regional Director of Institutions - DC effective 7-1-11

Security & Institutional Management
Security Operations

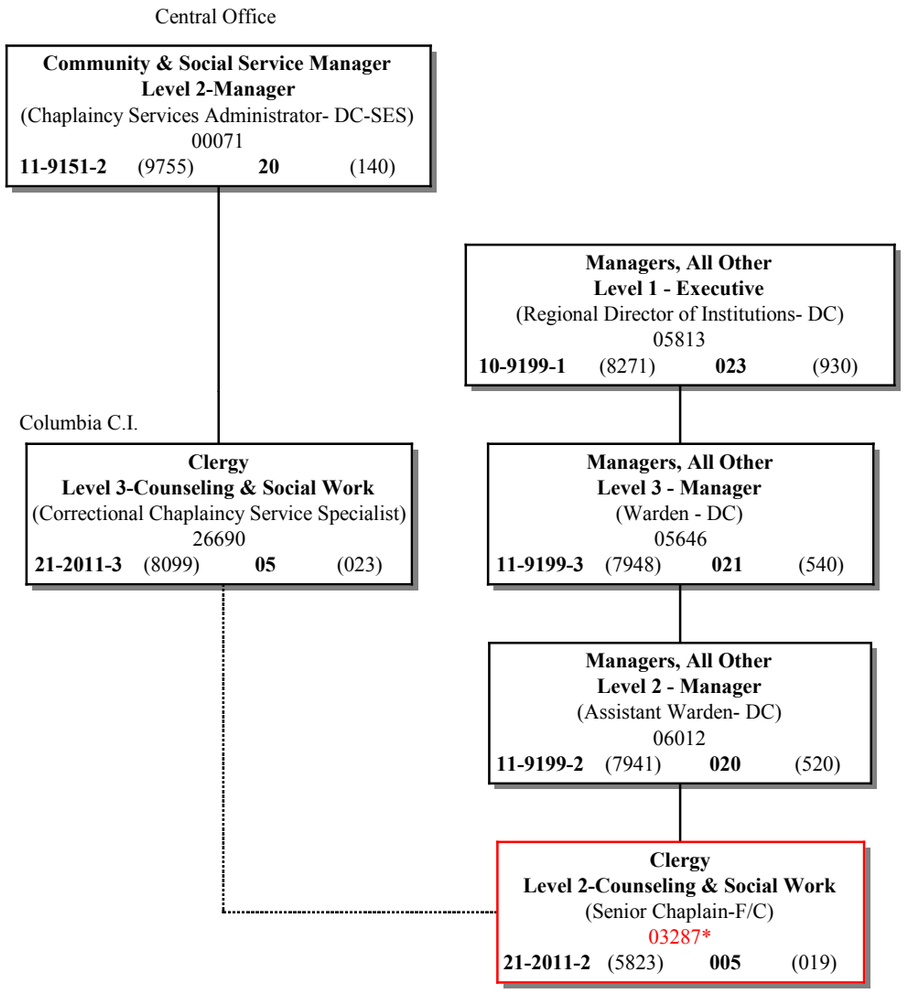


Deleted Criminal Justice Communications Liaison positions 20991 and 22195; transferred CSA - SES position 35042 to Wakulla; transferred CSC position to now report to position 26272; effective 7-1-11

Departmeny Of Corrections	70
Lake City Service Center	32
Region II	20
Lawtey C.I.	12
Main	49
Chaplaincy	26

Lawtey Correctional Institution
Chaplaincy Services

Submitted: 7/21/11
Verified by: Brenda Williams
Effective: 7/22/11



Sr. Chaplain F/C-SES #03287 reclassified to Sr. Chaplain F/C.

Department of Corrections 70
Security & Institutional Management
Administrative Service Center, Region II 32
Region II 20
Lawtey C.I. 12
Main Unit 49
Main-Classification & Records 49/13
Dinsmore WRC-Classification & Records 80/13

LAWTEY CORRECTIONAL INSTITUTION
CLASSIFICATION & RECORDS

Submitted: 7-26-10
Verified by: Christie Green
Effective7-9-10

Managers, All Other
Level 3 - Manager
(Warden - DC)
05646
11-9199-3(7948) **021**(540)

Managers, All Other
Level 2 - Manager
(Assistant Warden - DC)
06012
11-9199-2 (7941) **020** (520)

1st Line Spvr/Mgr of Corr Enforcement
Level 4 - Correctional Enforcement
(Correctional Probation Supervisor-Intitution-SES)
06020
33-1011-4 (8047) **010** (402)

Secretaries, Except Legal, Med and Exec
Level 1 - Office and Adm Support
(Secretary Specialist - F/C)
08694
43-6014-1 (0106) **001** (011)

Dinsmore WRC
Probation Off and Corr Treat Spec
Level 2 - Probation Off and Corr Treat Spec
(Classification Officer)
13902
21-1092-2 (8051) **005** (019)

Correctional Enforcement
Level 3 - Correctional Enforcement
(Correctional Probation Senior Officer-Institution)
13259
33-3012-3 (8041) **009** (401)

Probation Off and Corr Treat Spec
Level 3 - Probation Off and Corr Treat Spec
(Senior Classification Officer)
03463
21-1092-3 (8052) **007** (021)

Probation Off and Corr Treat Spec
Level 2 - Probation Off and Corr Treat Spec
(Classification Officer)
08704, 08705
21-1092-2 (8051) **005** (019)

Probation Off and Corr Treat Spec
Level 1 - Probation Off and Corr Treat Spec
(Correctional Sentence Specialist - SES)
08599
21-1092-1 (8073) **004** (416)

Data Entry Keyers
Level 1 - Office and Adm Support
(Data Entry Operator - F/C)
26235
43-9021-1 (2000) **001** (010)

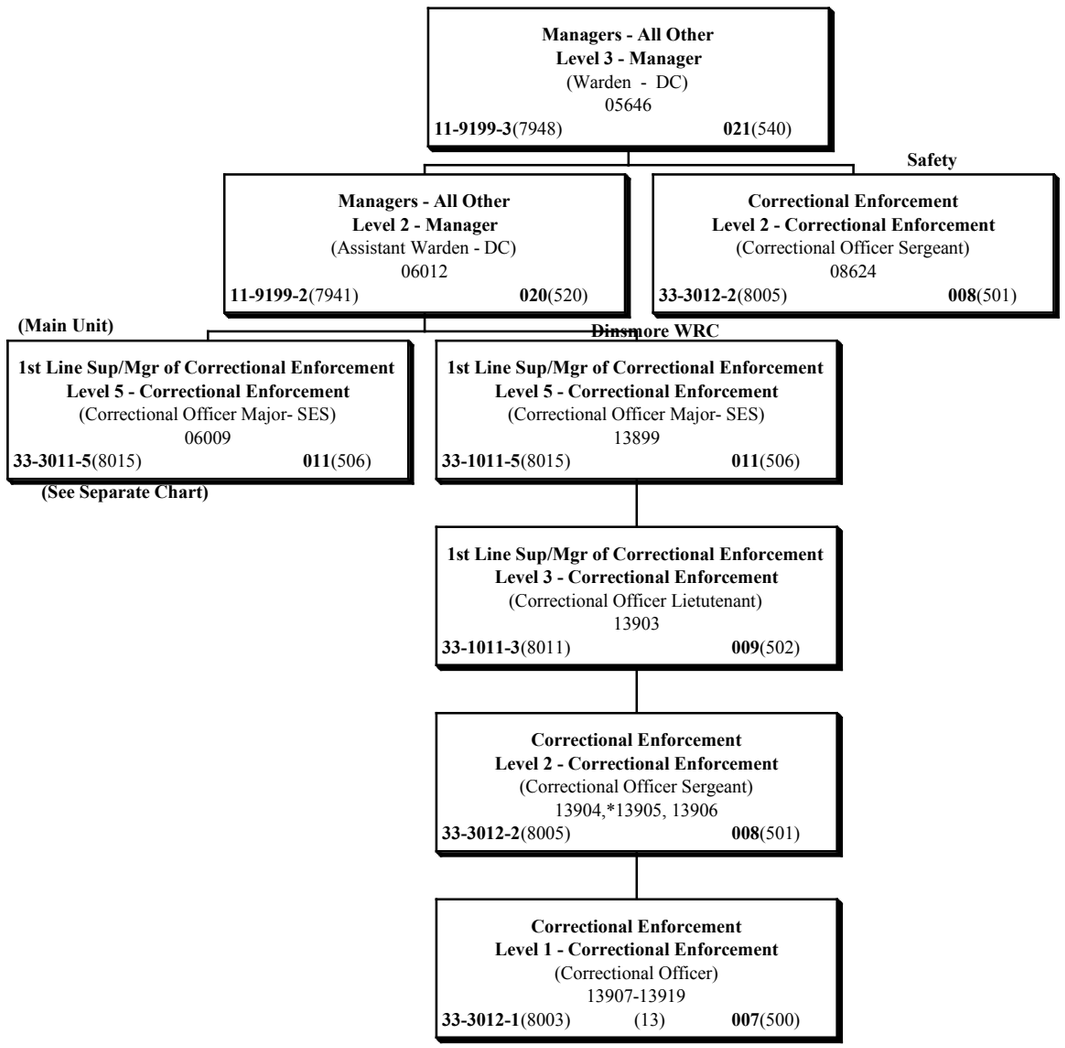
Office Clerks, General
Level 2 - Office & Administrative Support
(Sr. Clerk F/C)
08693
43-9061-2 (0006) **003** (012)

Clerk Typist Specialist F/c position 13258 was deleted effective 7-9-10

Department of Corrections	70
Lake City Service Center	32
Region II	20
Lawtey Correctional Institution	12
Main Unit	49
Dinsmore WRC	80
Security	22
DOT Work Squad - CWP	22/01/94
Medical Escort	22/06
Internal Work Squad	22/11
External Work Squad	22/12
Contracted Food Service	22/15
Wellness Program IWTF	22/16/92
Laundry	22/17

Lawtey Correctional Institution
Dinsmore WRC

Submitted : 7-26-10
Verified By: Christie Green
Effective Date: 7-9-10



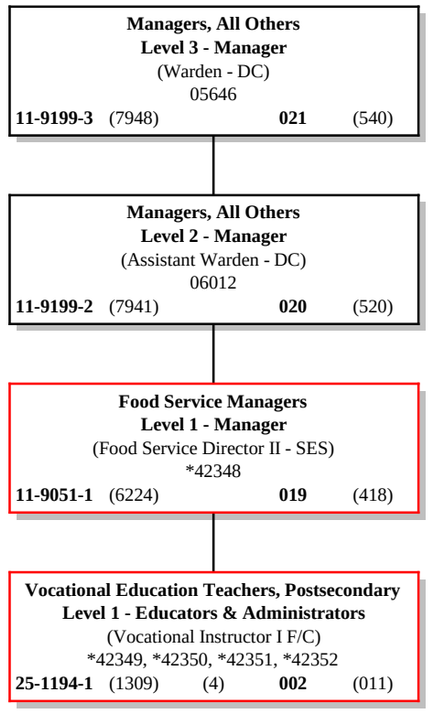
** CDL requirement

Secretary Specialist F/C position 13900 was deleted effective 7-9-10

Department of Corrections 70
Lake City Service Center 32
Region II 20
Baker C. I. 12
Main Unit 49
Food Service 15

Lawtey Correctional Institution
Food Service

Submitted: 7-8-09
Verified: Christie Green
Effective: 7-10-09

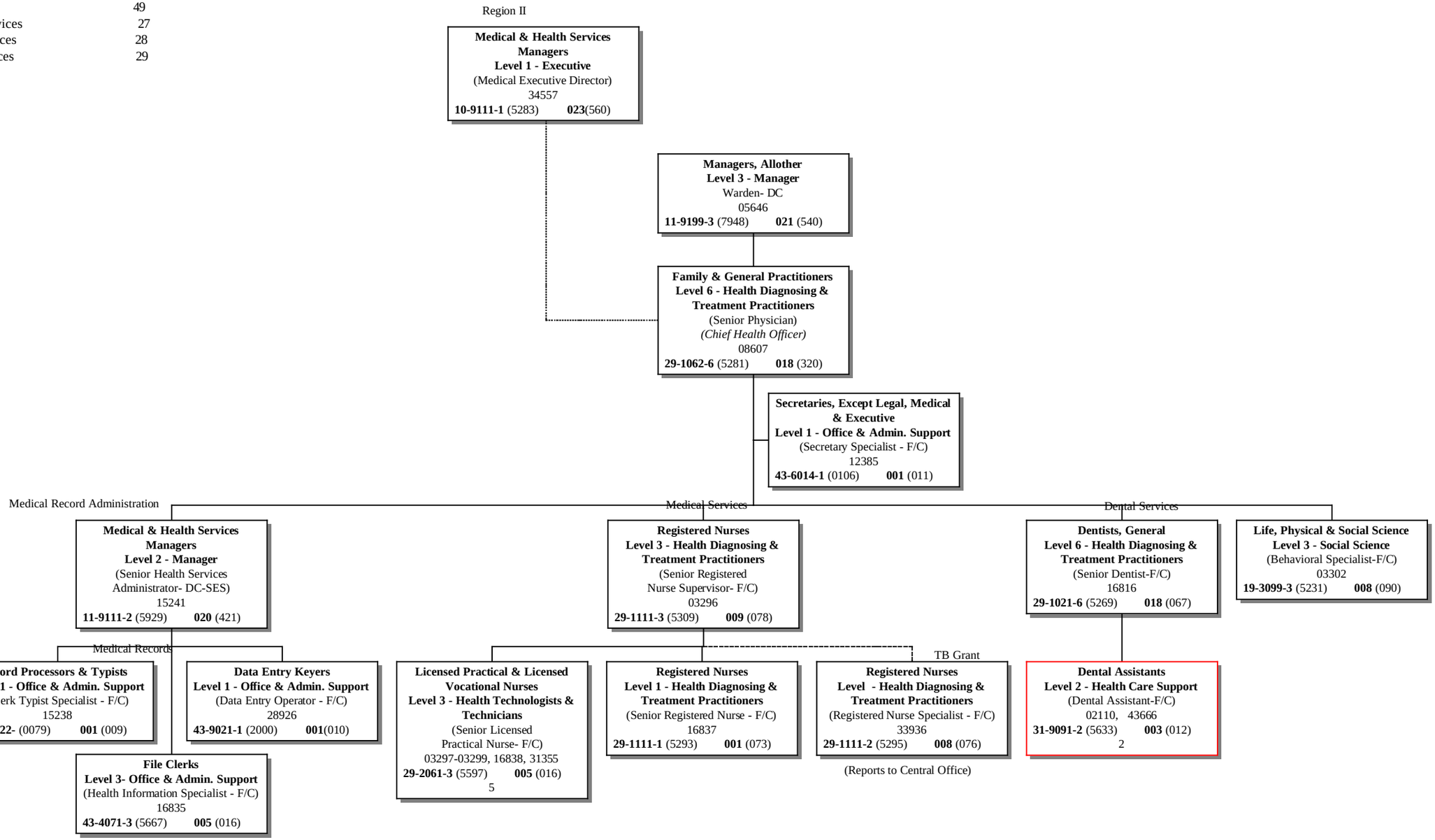


Established Food Service Director II - SES position 42348 and Vocational Instructor I F/C positions 42349-42352 effective 7-10-09

Department of Corrections 70
Lake City Service Center 32
Region II 20
Lawtey C.I. 12
Main 49
Medical Services 27
Mental Services 28
Dental Services 29

Lawtey Correctional Institution
Health Services

Submitted:___8/10/10
Verified:_____Brnda Williams___
Effective:___8/6/10

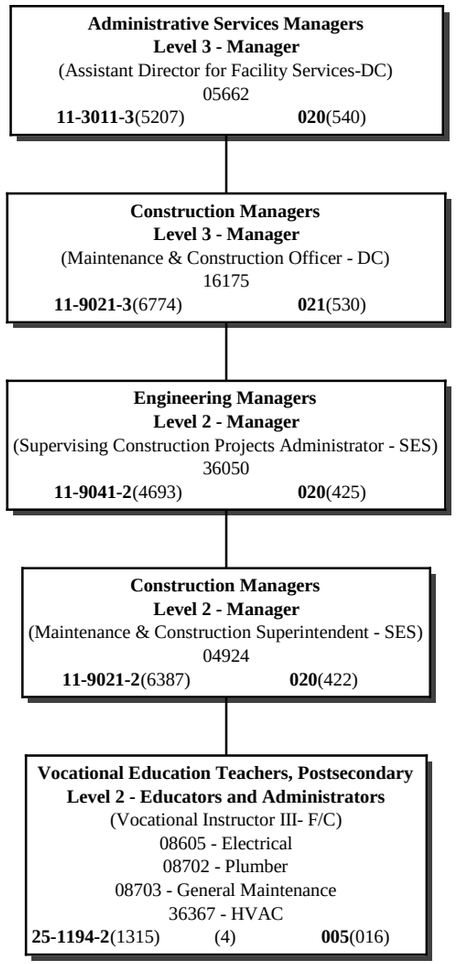


Dental Assistant F/C position #26433 transferred to Suwannee.

Department of Corrections 70
Securities & Institutional Management
Lake City Service Center 32
Region II 20
Lawtey CI 12
Main - Maintenance 49-36

FACILITIES SERVICES: MAINTENANCE & CONSTRUCTION
Lawtey Correctional Institution

Submitted: 10-13-09
Verified by: Christie Green
Effective: 10-2-09

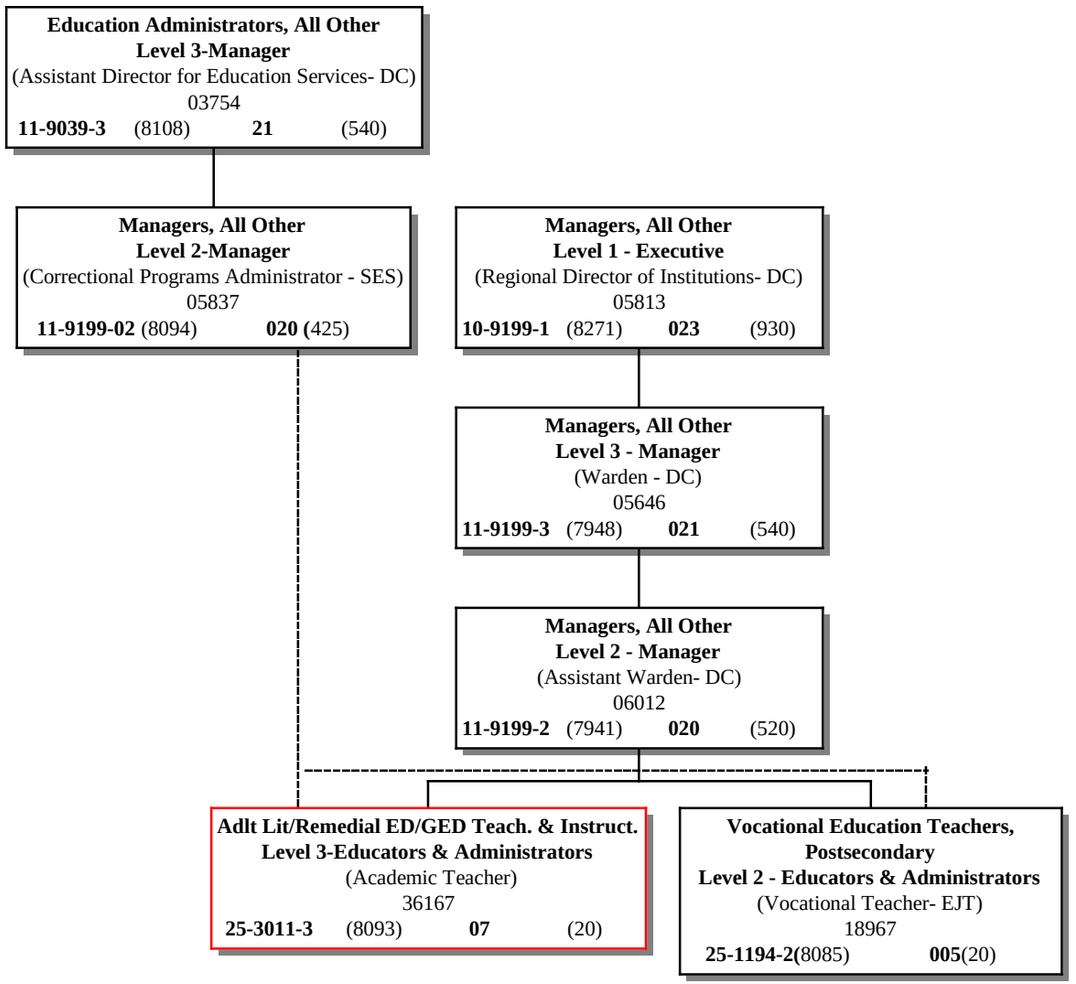


Trades added to organization chart effective 10-2-09

Department of Corrections 70
Lake City Service Center 32
Region II 20
Lawtey C.I. 12
Main 49
Academic 37

Lawtey Correctional Institution
Program Services

Submitted: 7/15/08_____
Verified: Brenda William_____s_
Effective:___7/1/08

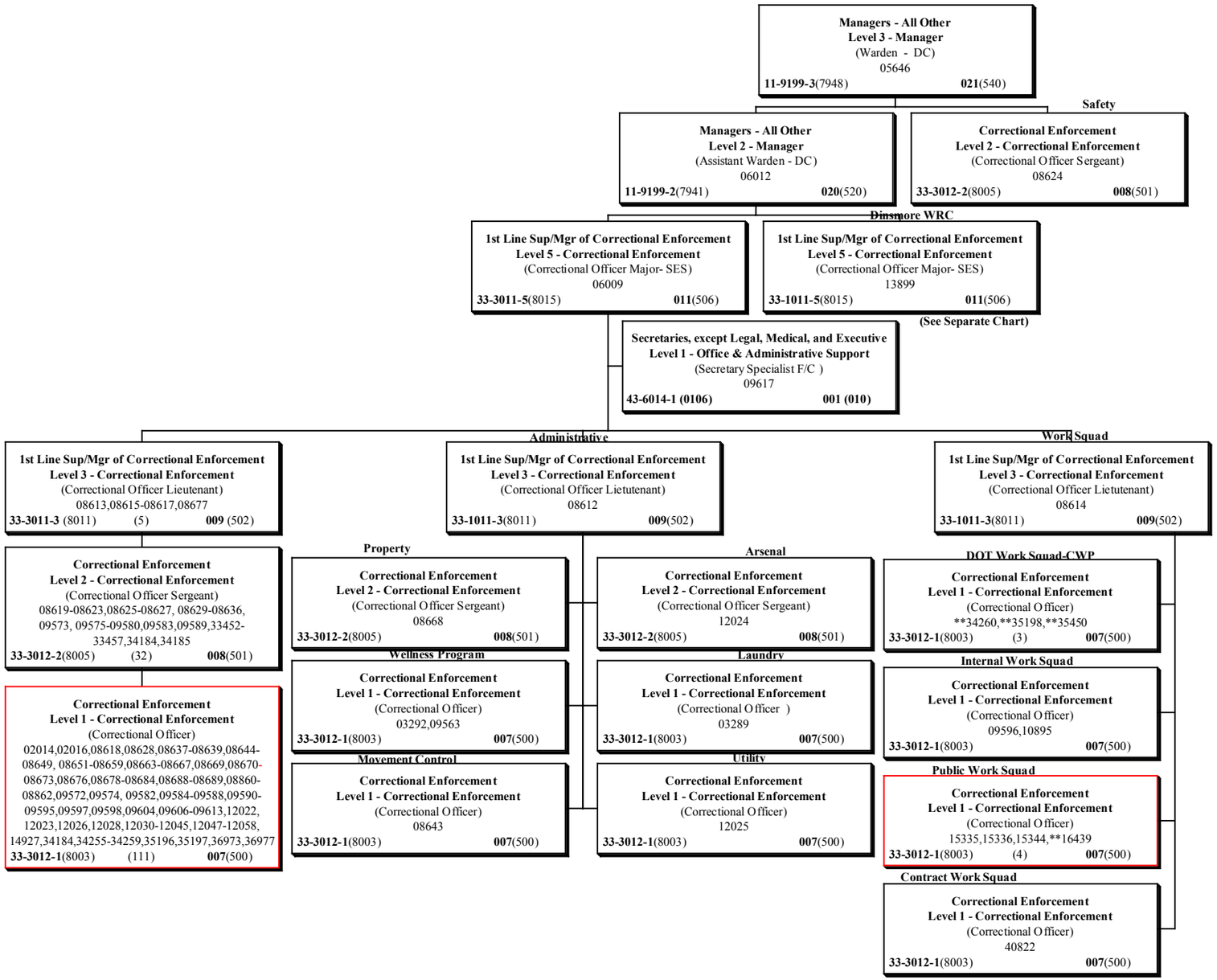


Academic Teacher #22495 deleted.

Department of Corrections	70
Lake City Service Center	32
Region II	20
Lawtey Correctional Institution	12
Main Unit	49
Dinsmore WRC	80
Security	22
DOT Work Squad - CWP	22/01/94
Medical Escort	22/06
Internal Work Squad	22/11
External Work Squad	22/12
Contracted Food Service	22/15
Wellness Program IWTF	22/16/92
Laundry	22/17

Lawtey Correctional Institution
Security

Submitted : 6-11-10
Verified By: Christie Green
Effective Date: 7-9-10



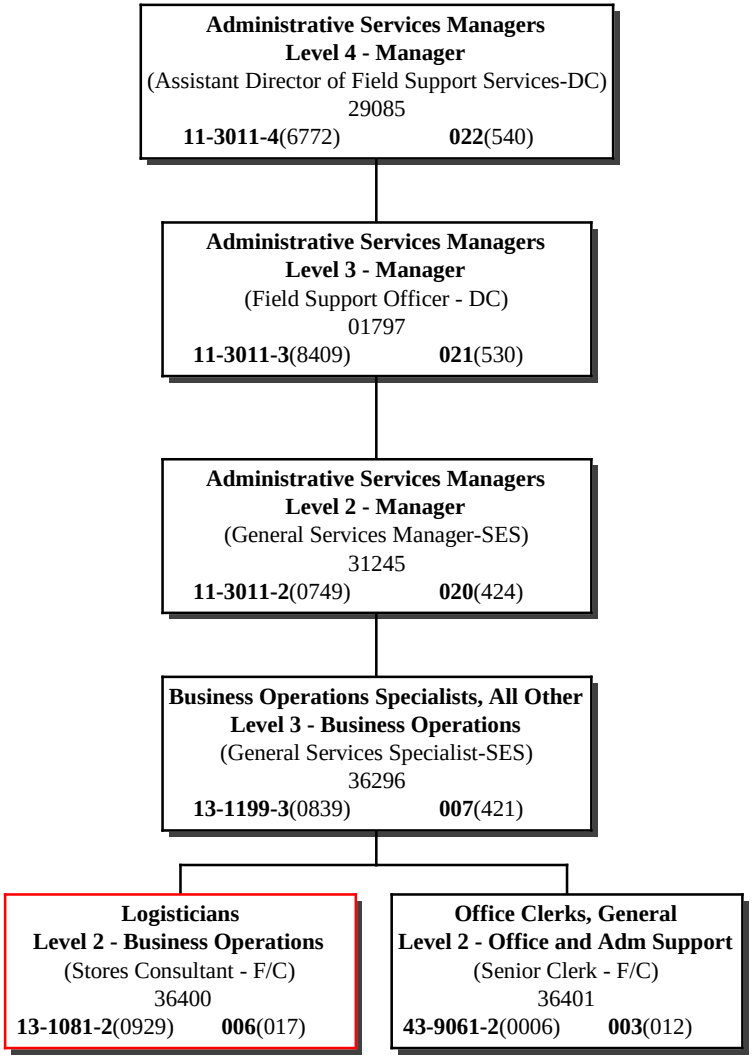
** CDL requirement

CO position 15475 (public work squad) CO positions 08650, 08674 were deleted effective 7-9-10

Department of Corrections	70
Security & Institutional Managment	
Lake City Service Center	32
Region II	20
Lawtey CI	12
Main - Warehouse	49-17
Main - Warehouse - Mailroom	49-17-02

Lawtey C.I./ Warehouse-Mailroom

Submitted: 7/8/04
Verified by: B. Williams
Effective: 7/2/04

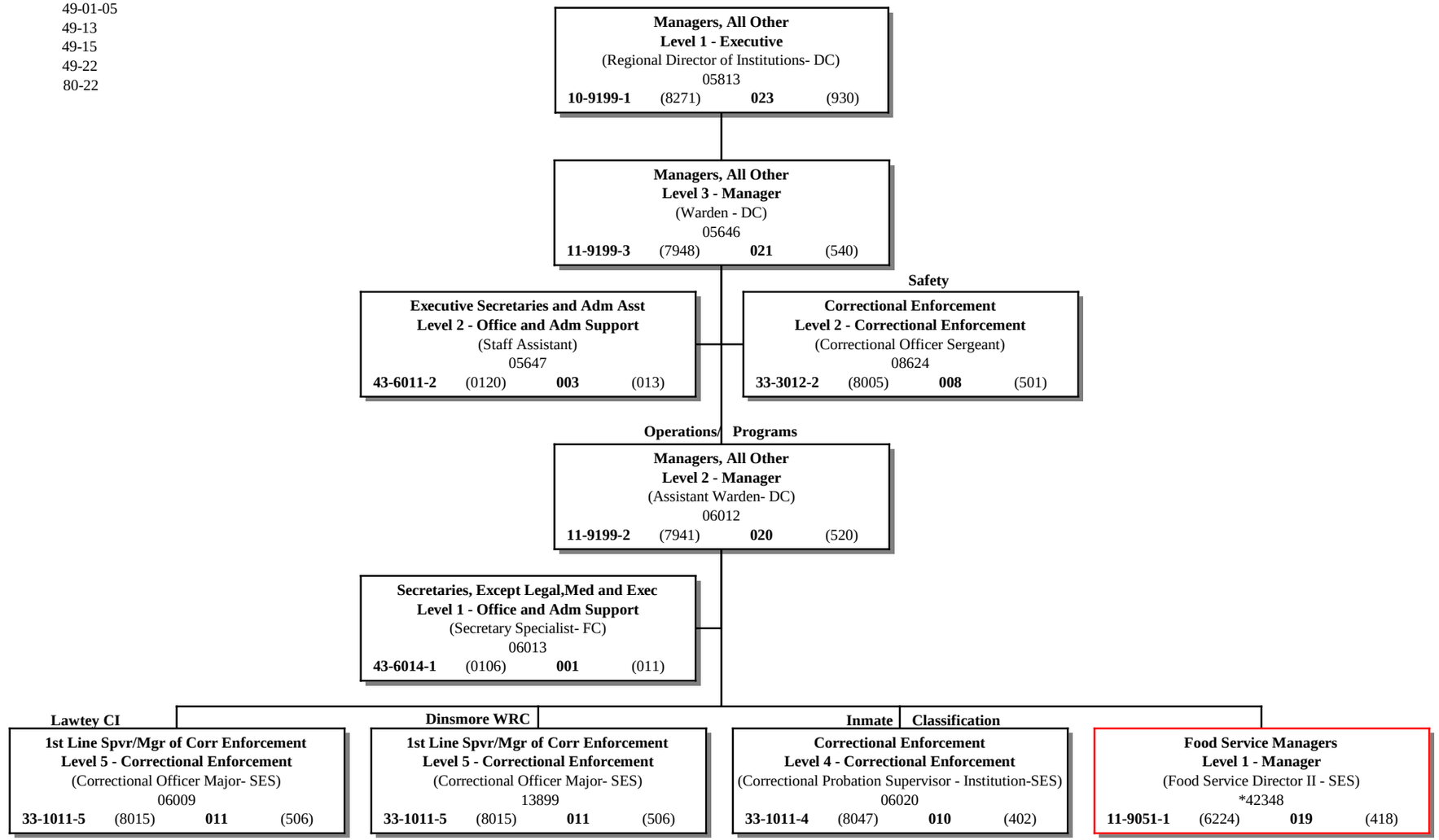


Logisticians - Level 2 (Stores Consultant - F/C) #36283 deleted due to outsourcing of Canteen services.

Department of Corrections 70
Security & Institutional Management
Lake City Service Center 32
Region II 20
Lawtey C.I. 12
Main-Warden's Office 49-01
Main-Warden's Office-Safety 49-01-05
Main-Classification & Records 49-13
Main - Food Service 49-15
Main-Security 49-22
Dinsmore-Security 80-22

LAWTEY C.I.
WARDEN'S OFFICE

Submitted: 7-9-09
Verified by: Christie Green
Effective: 7-10-09

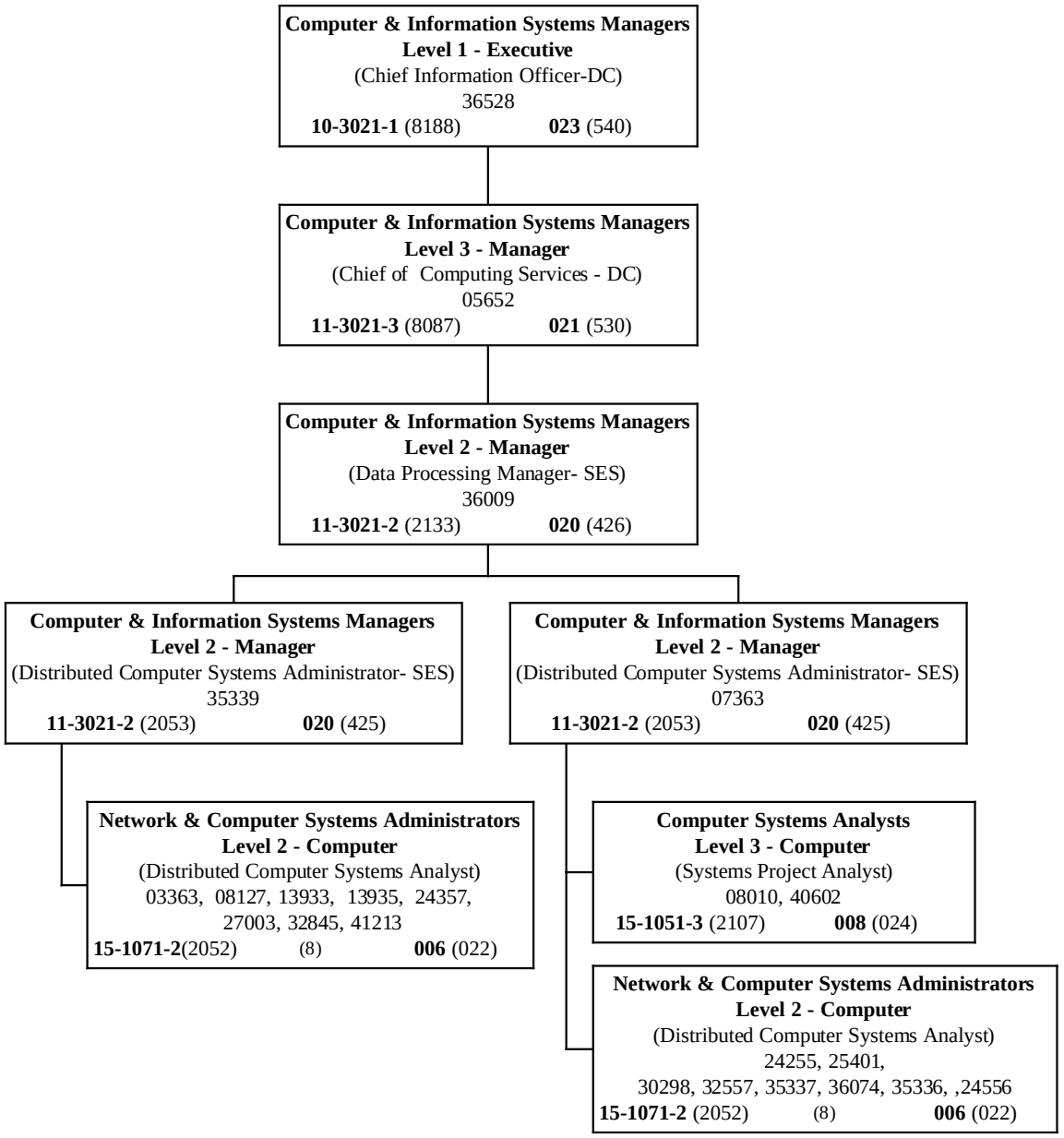


Established Food Service Director II - SES position 42348 effective 7-10-09

Department of Corrections 70
Chief of Staff 20
Administration 10
Information Technology 15
Field Operations 05
Marianna Service Center

Office of Information Technology
Marianna Service Center

Submitted: 7-1-09
Verified by: S. Butler
Effective: 7-24-09

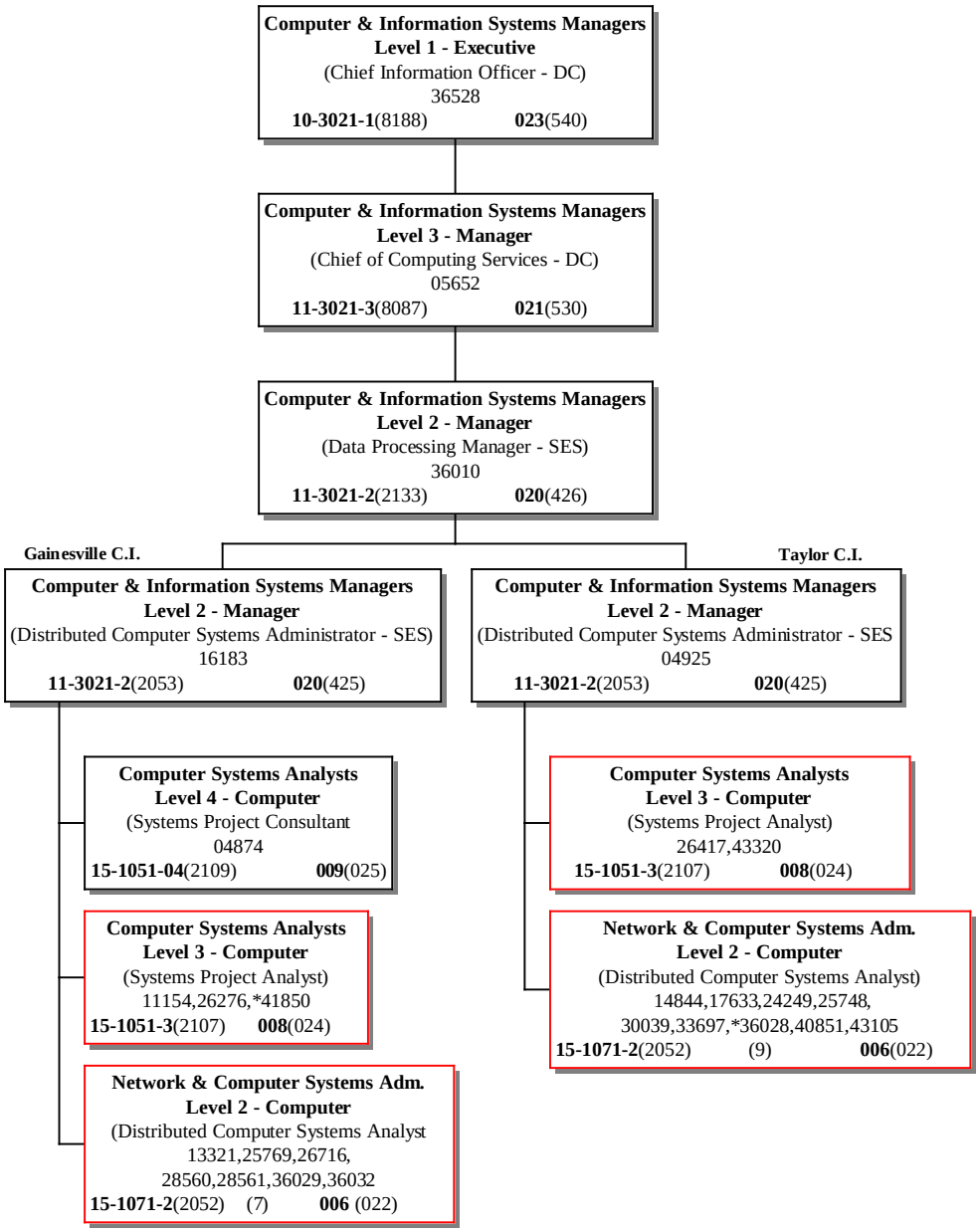


Position 24254 - Distributed Computer Systems Analyst deleted effective 7-24-09

Department of Corrections 70
Chief of Staff 20
Administration 10
Information Technology 15
Field Operations 05
Lake City Service Center

Office of Information Technology
Lake City Service Center

Submitted: 6-2010
Verified by: L. McGriff
Effective: 6-25-2010

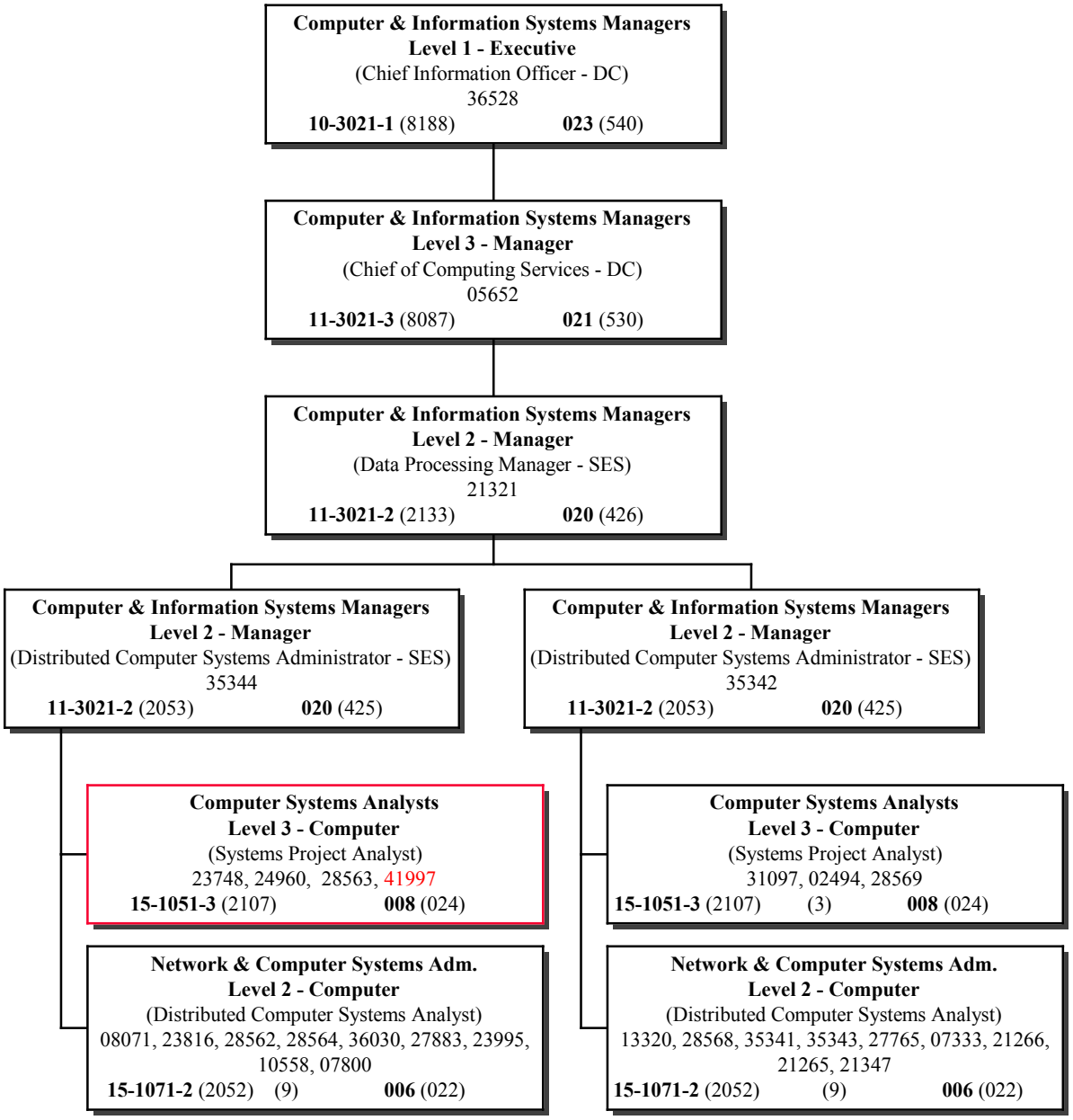


41850 Systems Project Analyst reporting moved from supervisor 04925 DCSA-SES to 16183 DCSA-SES
36025 Distributed Computer Systems Analyst reporting moved from supervisor 16183 DCSA-SES to 04925 DCSA-SES

Department of Corrections 70
Chief of Staff 20
Administration 10
Information Technology 15
Field Operations 05
Orlando Service Center

Office of Information Technology
Orlando Service Center

Submitted: 7-31-09
Verified by: S. Butler
Effective: 7-24-09

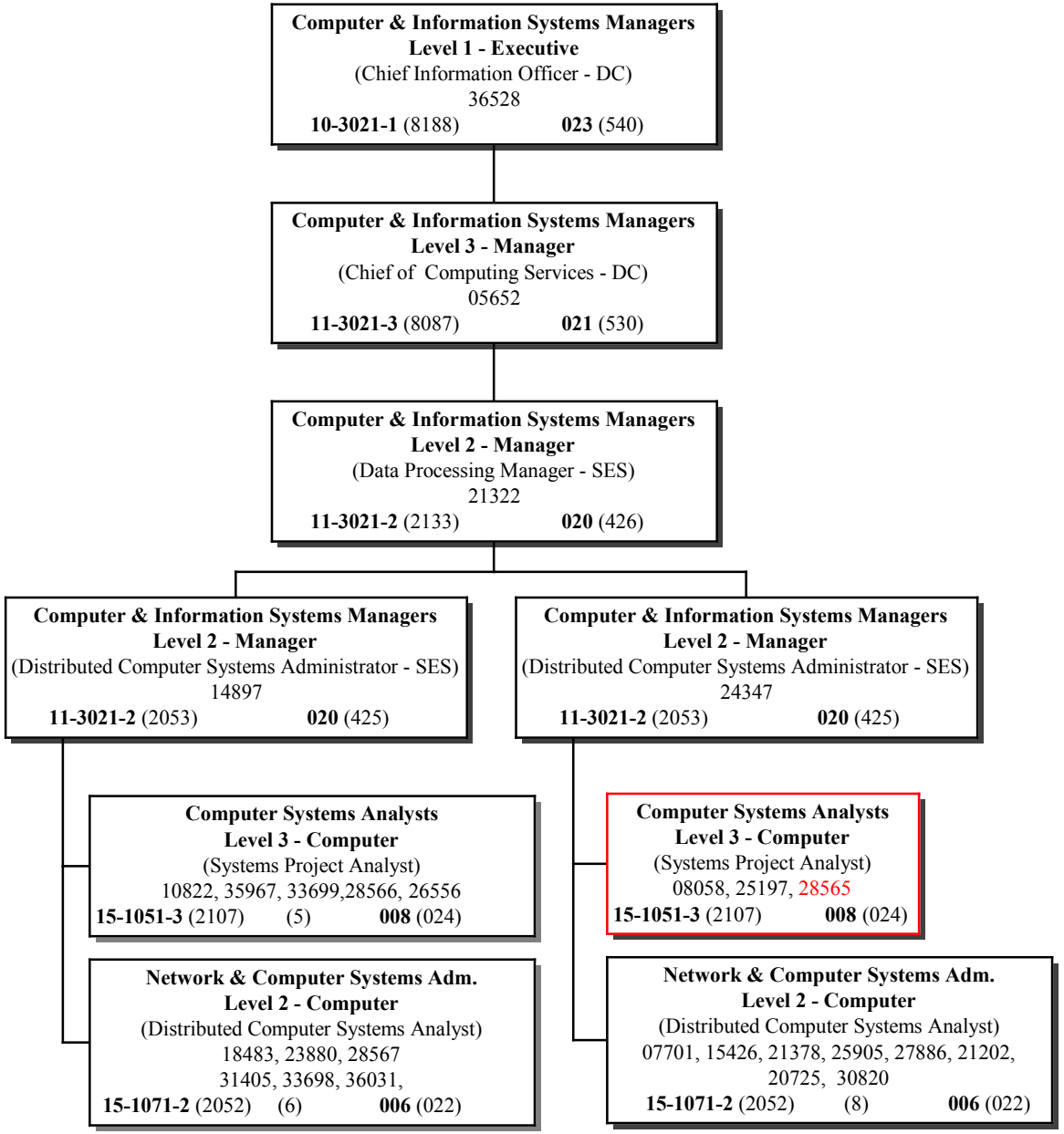


sb) Position 41997 - reclassified from a Distributed Computer Systems Analyst to a Systems Project Analyst effective 7-24-09

Department of Corrections 70
Chief of Staff 20
Administration 10
Information Technology 15
Field Operations 05
Ft. Lauderdale Service Center

Office of Information Technology
Ft. Lauderdale Service Center

Submitted: 7-31-09
Verified by: Sabrina Butler
Effective: 7-24-09

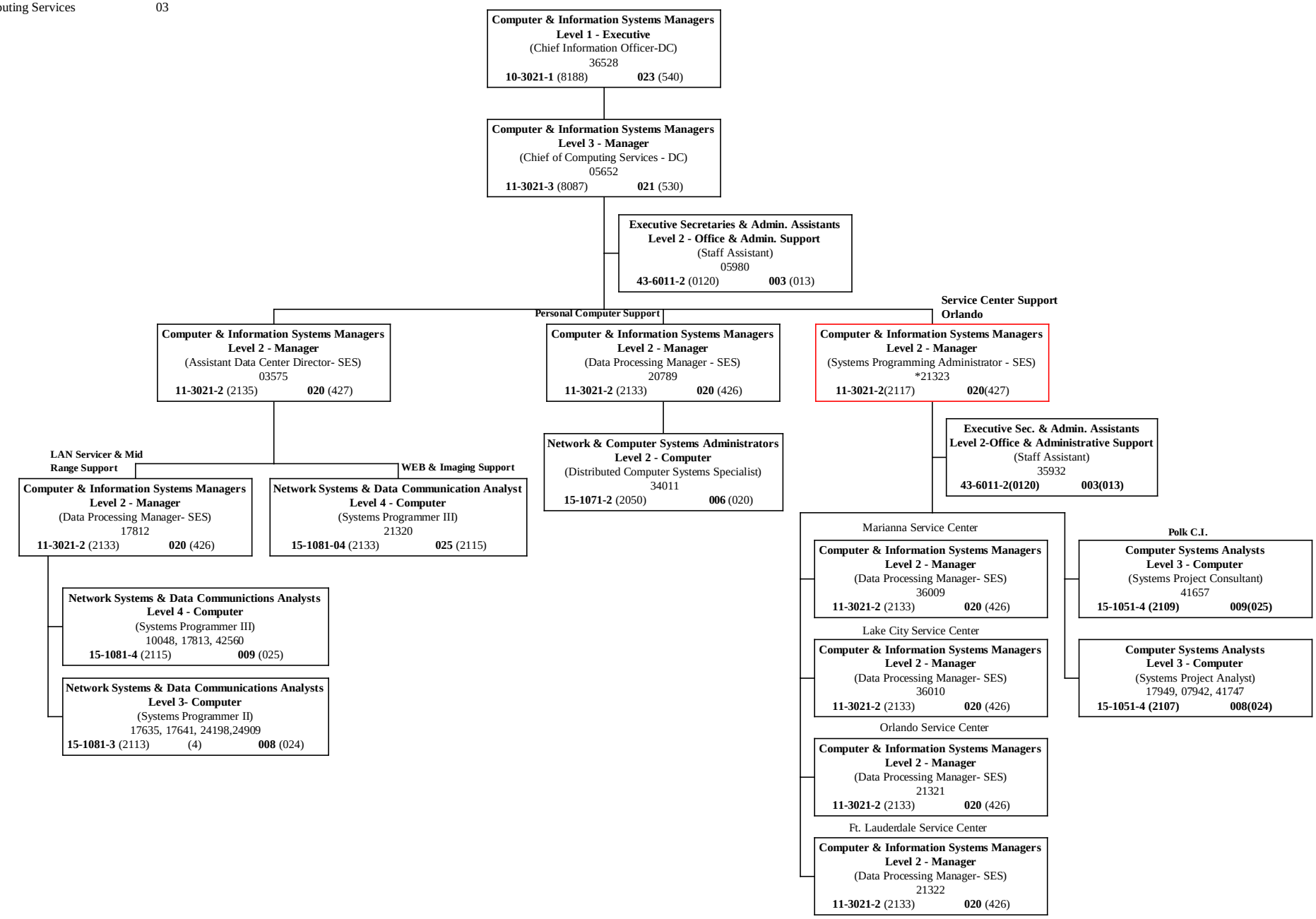


(sb) Position 28565 - reclassified from a Distributed Computer Systems Analyst to a Systems Project Analyst effective 7-24-09

Department of Corrections 70
Chief of Staff 20
Administration 10
Information Technology 15
Computing Services 03

Office of Information Technology
Computing Services

Submitted: 8/5/2011
Verified by: L. McGriff
Effective: 8-5-2011

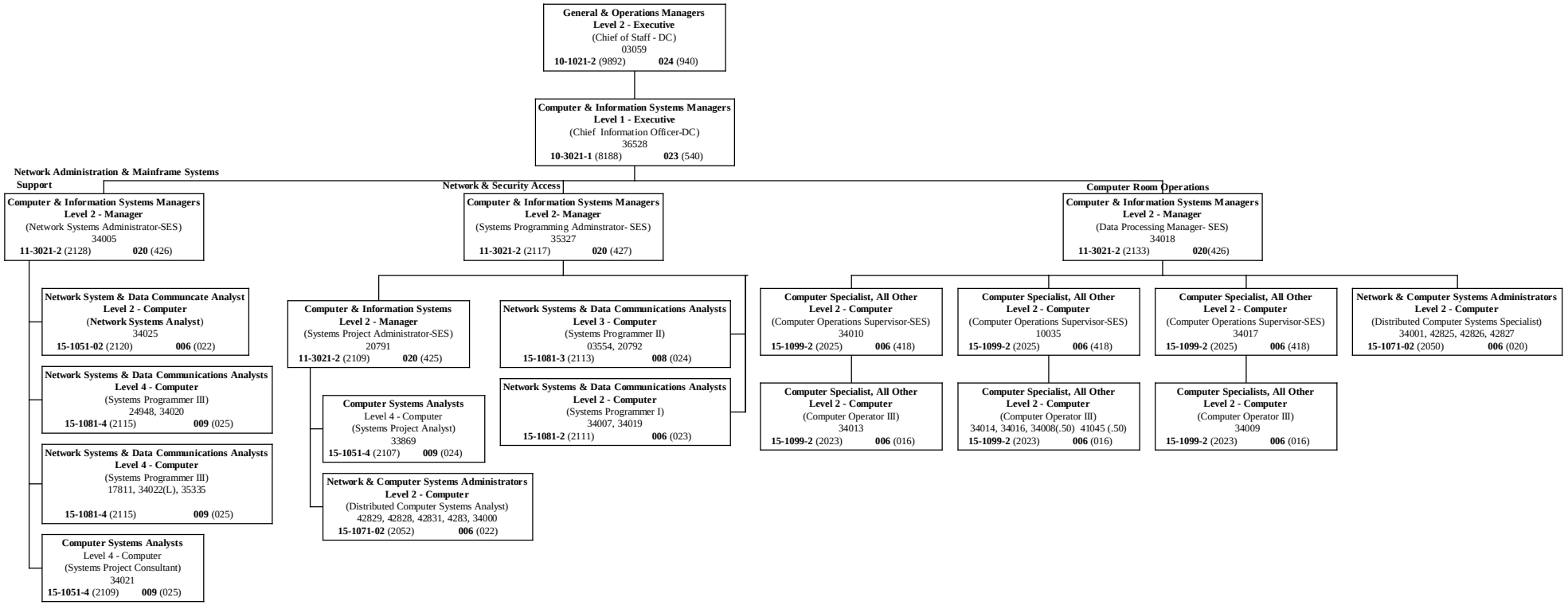


Deleted 27955 Information Technology Business Consultant Manager, effective 8-5-2011
21323 reclassify to Systems Programming Administrator - SES from Assistant Data Center Director, effective 8-5-2011

Department of Corrections 70
Chief of Staff 20
Administration 10
Information Technology 15
Data Center 01

Office of Information Technology - Corrections Data Center

Submitted: 2011/8
Verified by: Lillie McGriff
Effective: 2011/8/5

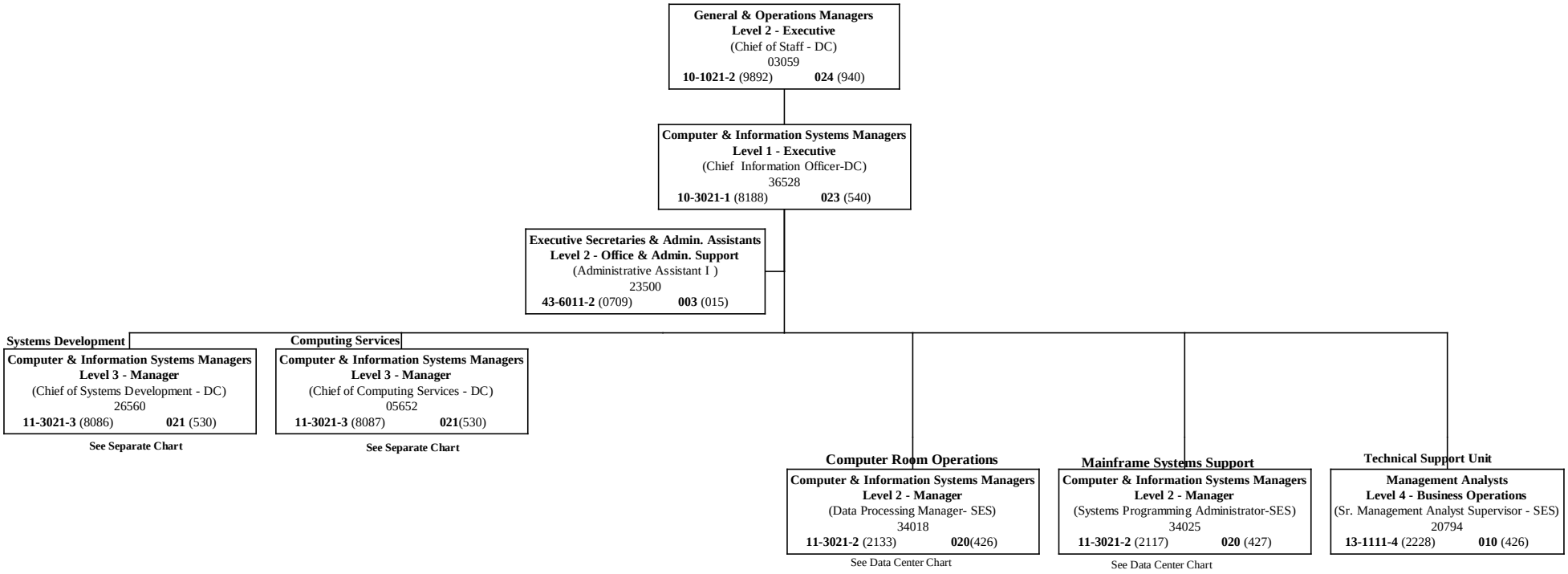


Delete 14840 Assistant Data Center Director - SES, effective 2011-8-5

Department of Corrections 70
Chief of Staff 20
Administration 10
Information Technology 15

Office of Information Technology (Overview)

Submitted: 2011/8
Verified by: Lillie McGriff
Effective: 2011-8-5

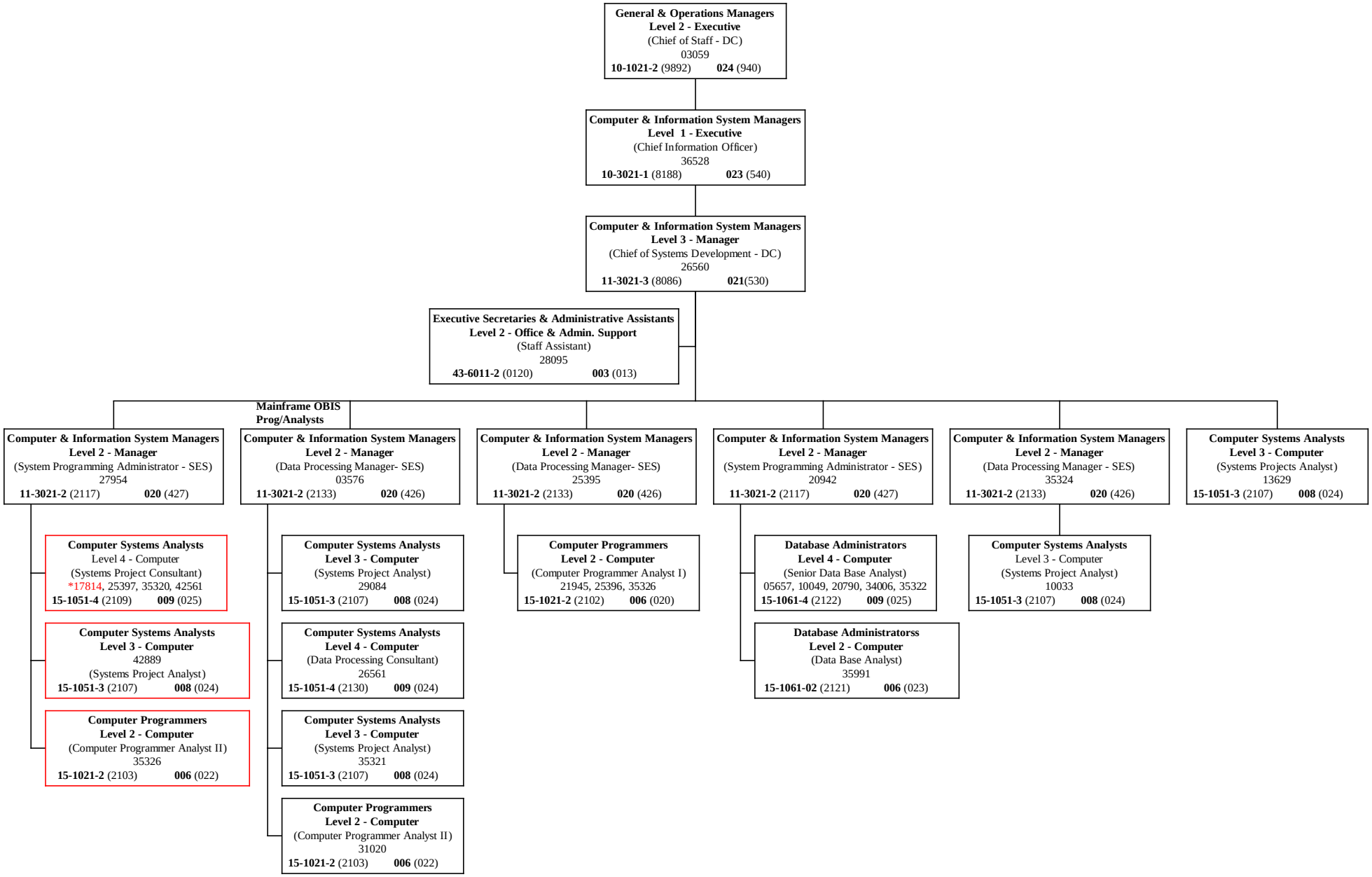


Deleted 27955 Information Technology Business Consultant Manager-SES, effective 2011-8-5
Deleted 14840 Assistant Data Center Director - SES, effective 2011-8-5

Department of Corrections 70
Chief of Staff 20
Administration 10
Information Technology 15
Systems Development 02

Office of Information Technology - Systems Development

Submitted: 4-2011
Verified by: Lilllie McGriff
Effective 7-8-2011

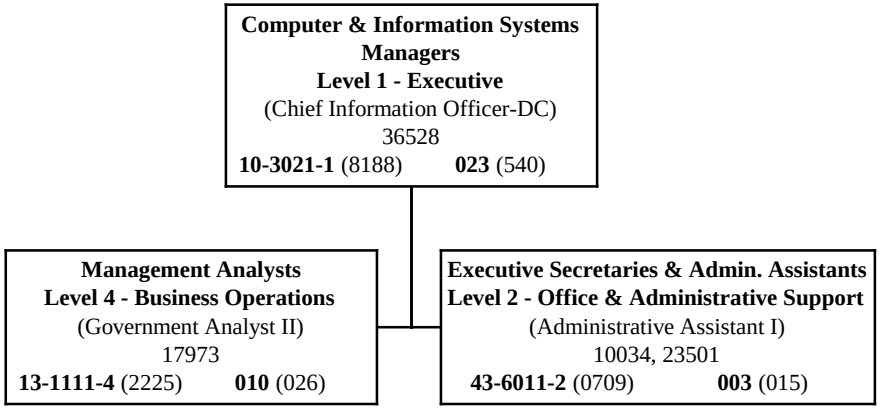


17814 reclassified to career service Systems Project Consultant from Systems Project Administrator-SES, reporting to position 27954 Systems Programming Administrator-SES
35320, 42561 Systems Project Consultant supervisor changed to 27954 Systems Programming Administrator-SES from 17814 Systems Project Administrator
42889 Systems Project Analyst supervisor changed to 27954 Systems Programming Administrator-SES from 17814 Systems Project Administrator
35326 Computer Programmer Analyst II supervisor changed to 27954 Systems Programming Administrator-SES from 17814 Systems Project Administrator

Department of Corrections 70
Chief of Staff 20
Administration 10
Information Technology 15
Technical Support Unit 04

Office of Information Technology
Technical Support Unit

Submitted: 6/18/07
Verified by: Brenda Williams
Effective: 6-29-07

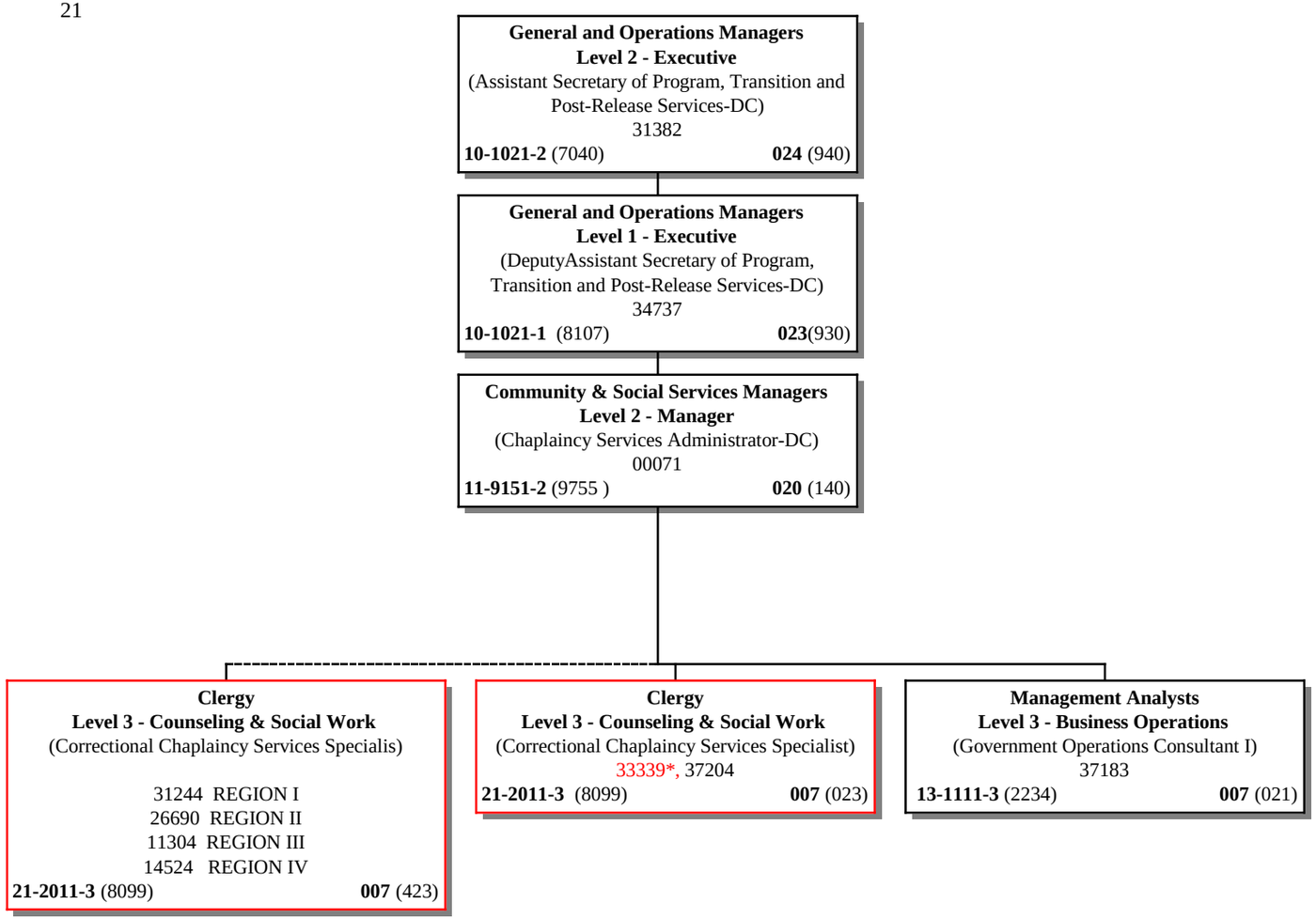


Government Operations Consultant II #21947 transferred to Grants.
Sr. Management Analyst Supervisor - SES #20794 transferred to office of Asst. Secretary of Administration effective 06-29-07

Department of Corrections 70
Assistant Secretary of Program Services 60
Deputy Assistant Secretary o f Program Services 10
Substance Abuse 10
Education Services 11
Transition Services 13
Direct Support Organization 20
Chaplaincy Services 21

Office of Program, Transition and Post-Release Services
Chaplaincy Services

Submitted: ____7/22/11_____
Verified: _____Brenda Williams_____
Effective: _7/22/11_____

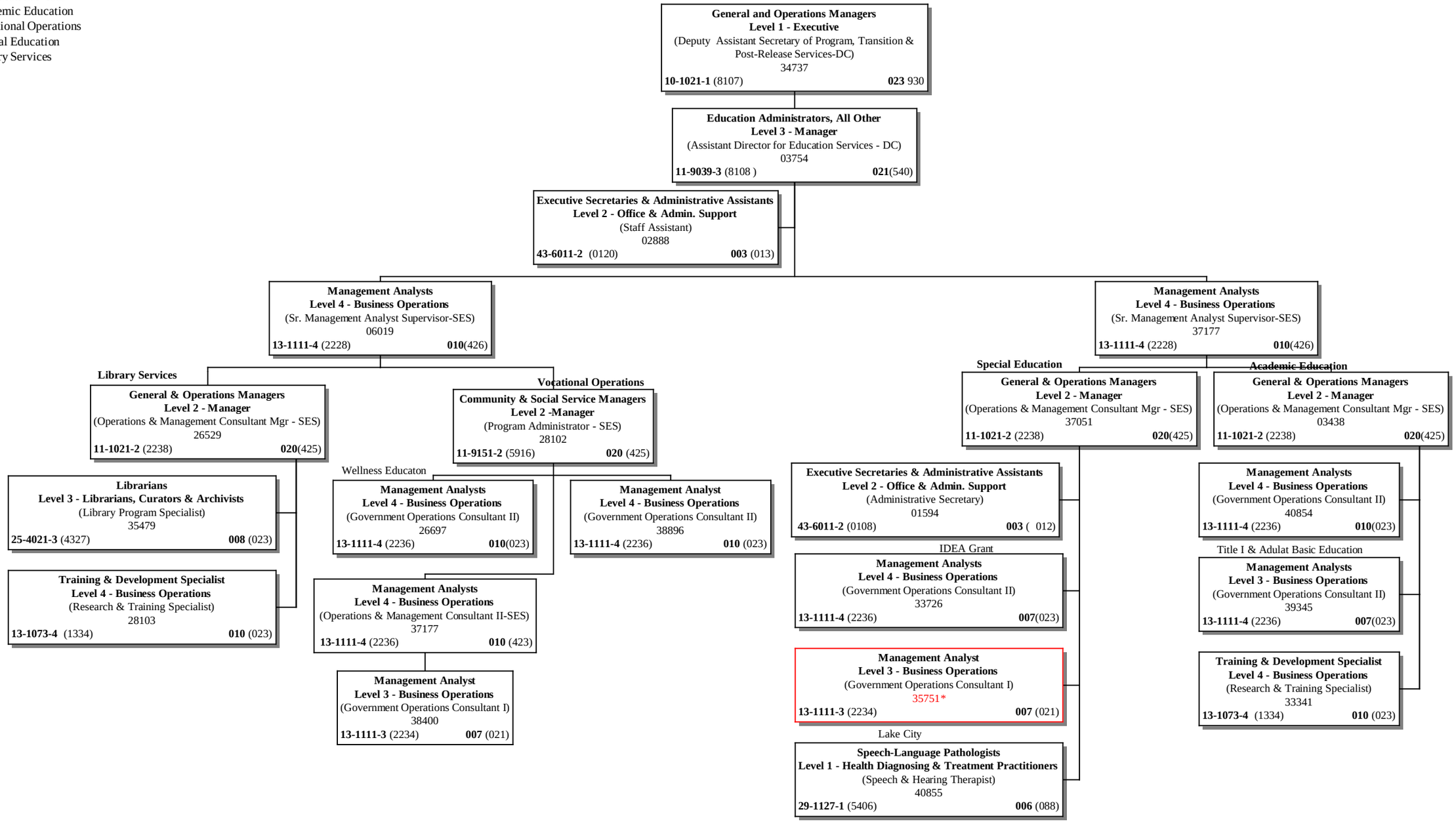


Correctional Chaplaincy Services Specialist-SES #33339 reclassified to Correctional Chaplaincy Services Specialist - Career Service.
Regional Correctional Chaplaincy Services Specialist-SES reclassified to Correctional Chaplaincy Services Specialist - Career Service

Department of Corrections 70
Assistant Secretary of Institutions
Institutional Programs
Education Services
Academic Education
Vocational Operations
Special Education
Library Services

Office of Program, Transition & Post-Release Services
Education Services

Submitted: 3/4/10
Verified: Brenda Williams
Effective: 3/5/10

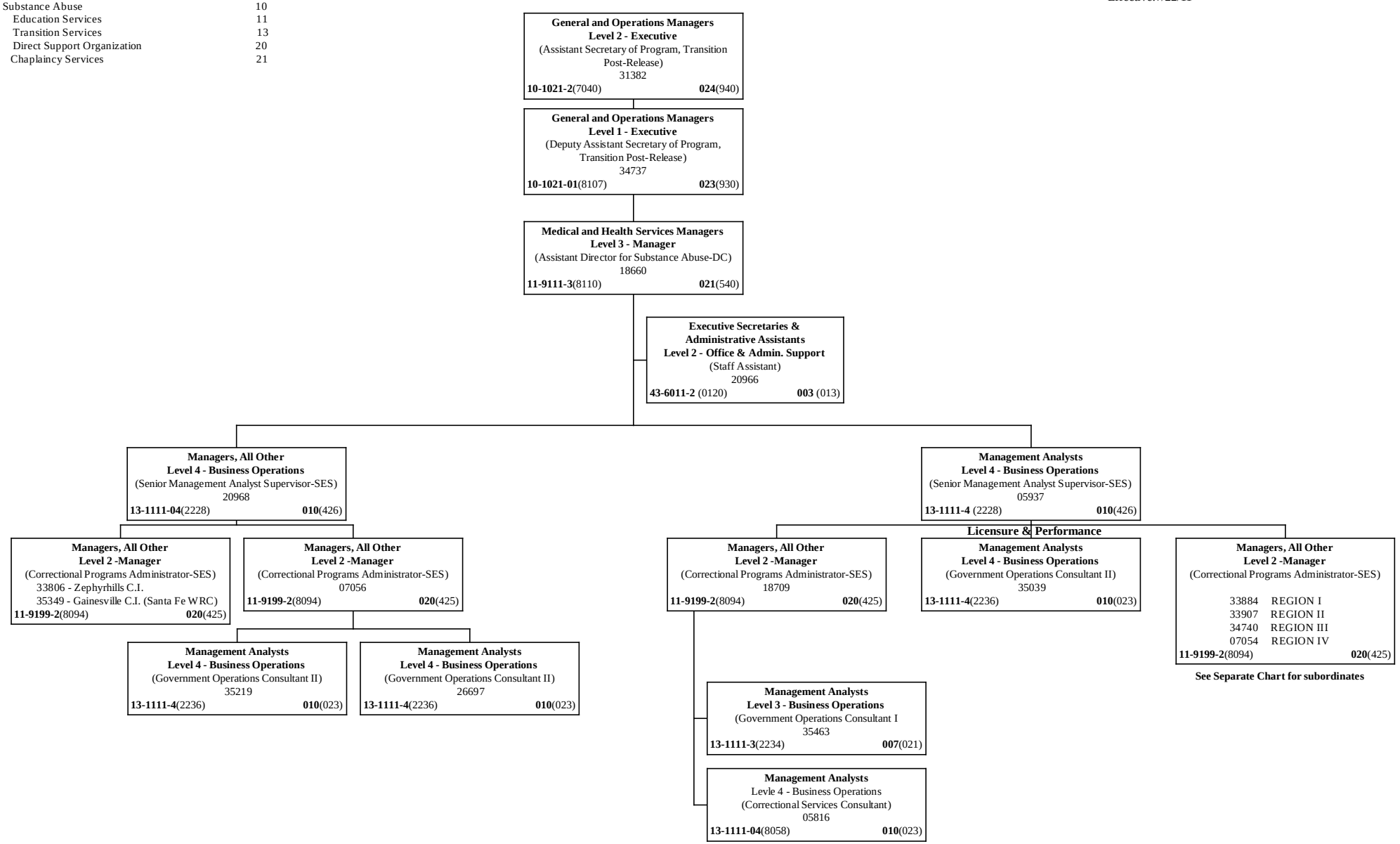


Administrative Secretary position #35751 reclassified to Government Operations Consultant I. This position is under the IDEA grant.

Department of Corrections 70
Assistant Secretary for Education and Job Training 60
Deputy Asst. Secretary for Education and Job Training 10
Substance Abuse 10
Education Services 11
Transition Services 13
Direct Support Organization 20
Chaplaincy Services 21

Programs, Transition & Post-Release Services
Substance Abuse

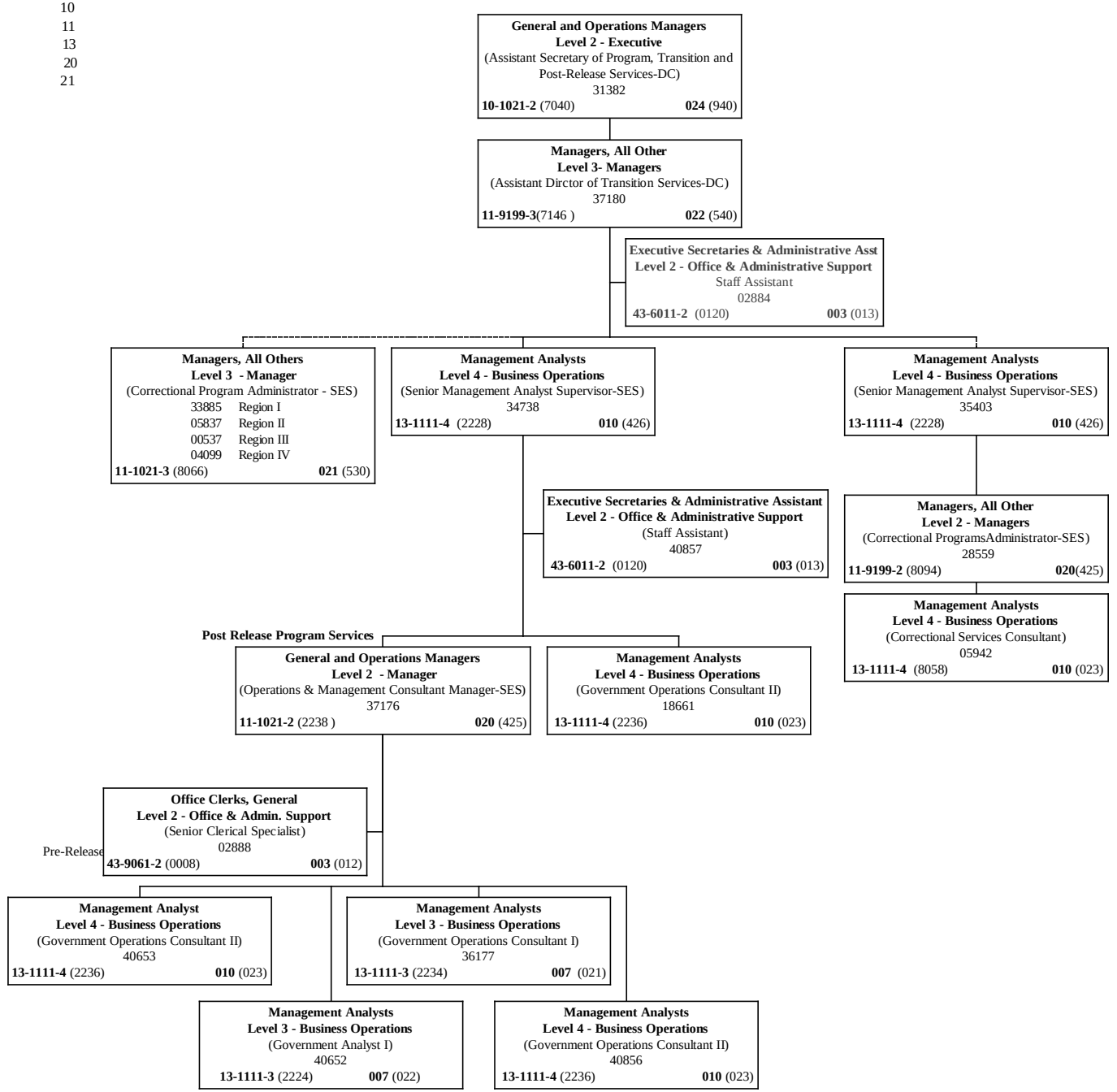
Submitted: 7//22/11
Verified: Lillie McGriff
Effective:7/22/11



Department of Corrections 70
Assistant Secretary of Program Services 60
Deputy Assistant Secretary o f Program Services 10
Substance Abuse 10
Education & Transition 11
Transition Services 13
Direct Suport Organizaton 20
Chaplaincy Services 21

Office of Program, Transition & Post-Release Services
Transition Services

Submitted: 7/22/11
Verified: Brenda Williams
Effective: 7/22/11

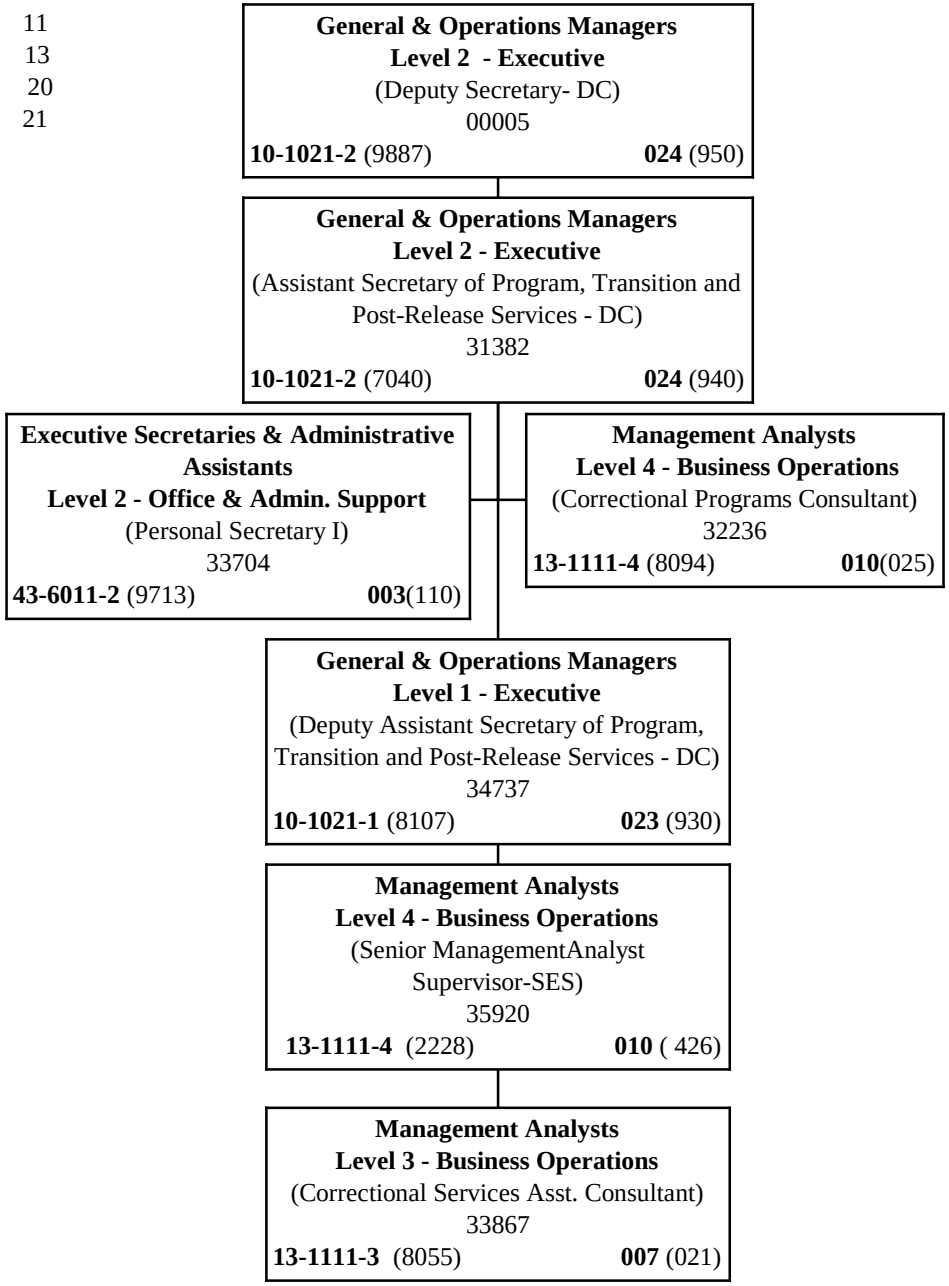


Staff Asst. #02888 reclassified to Sr. Clerical Specialist
Government Operations Consultant I #10633 & #37179 deleted. Government Operations Consultant II #05936 deleted.
Government Operations Consultant I #35463 transferred to Substance Abuse.
Correctional Programs Consultant #37410 reclassified to Government Operations Consultant II and transferred to Education Services.

Department of Corrections 70
Assistant Secretary forProgram, Transition & Post-Release Services 60
Deputy Asst. Secretary for Program, Transition & Post-Release Services 10
Substance Abuse 10
Education Services 11
Transition Services 13
Direct Support Organization 20
Chaplaincy Services 21

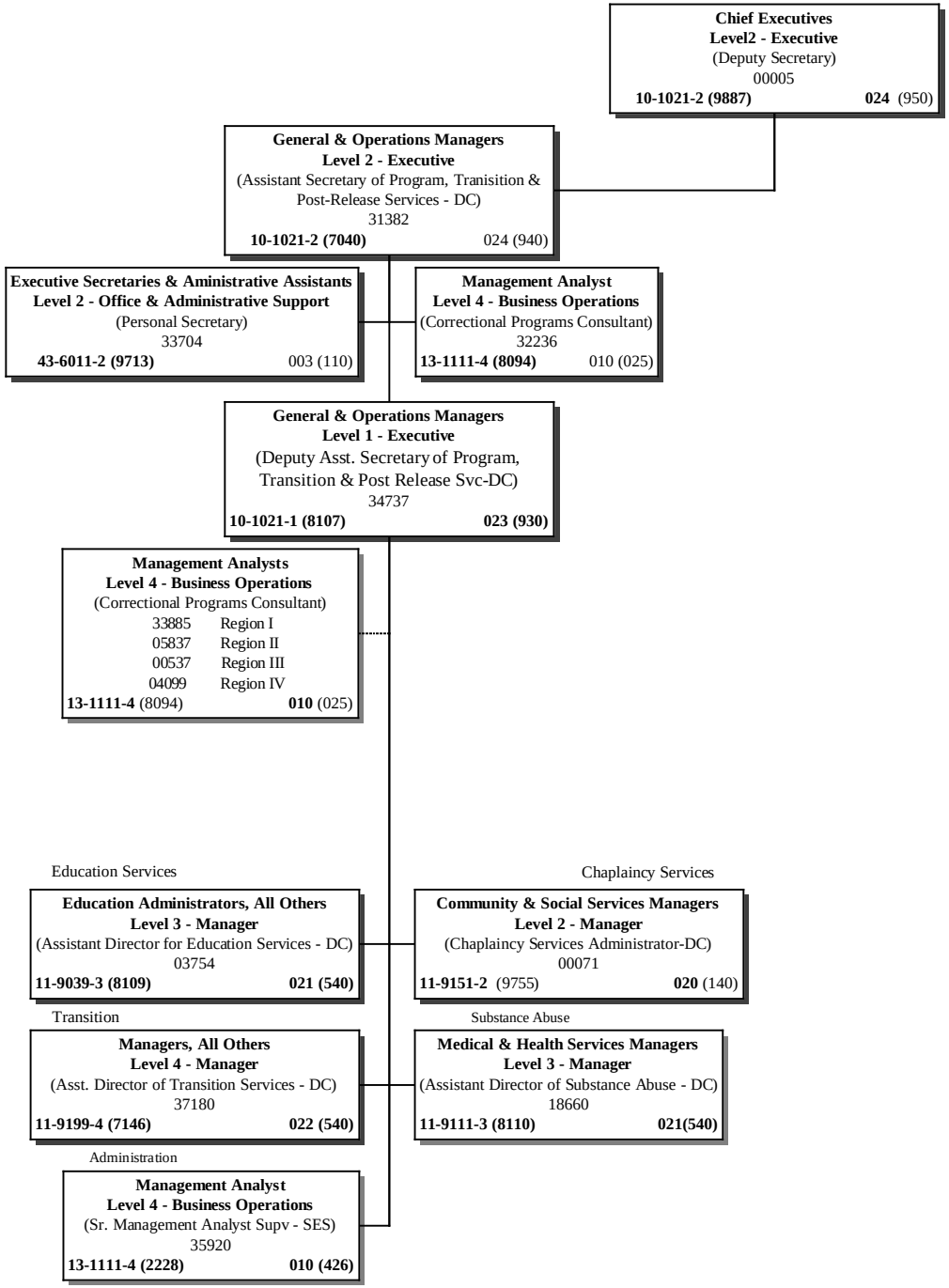
Program, Transition & Post-Release Services Administration
CURRENT

Submitted: 8/26/02
Verified: B. Williams
Effective: 7-1-02



Office of PRogram, Transition & Post Release Services
OVERVIEW - Chart 1 of 4

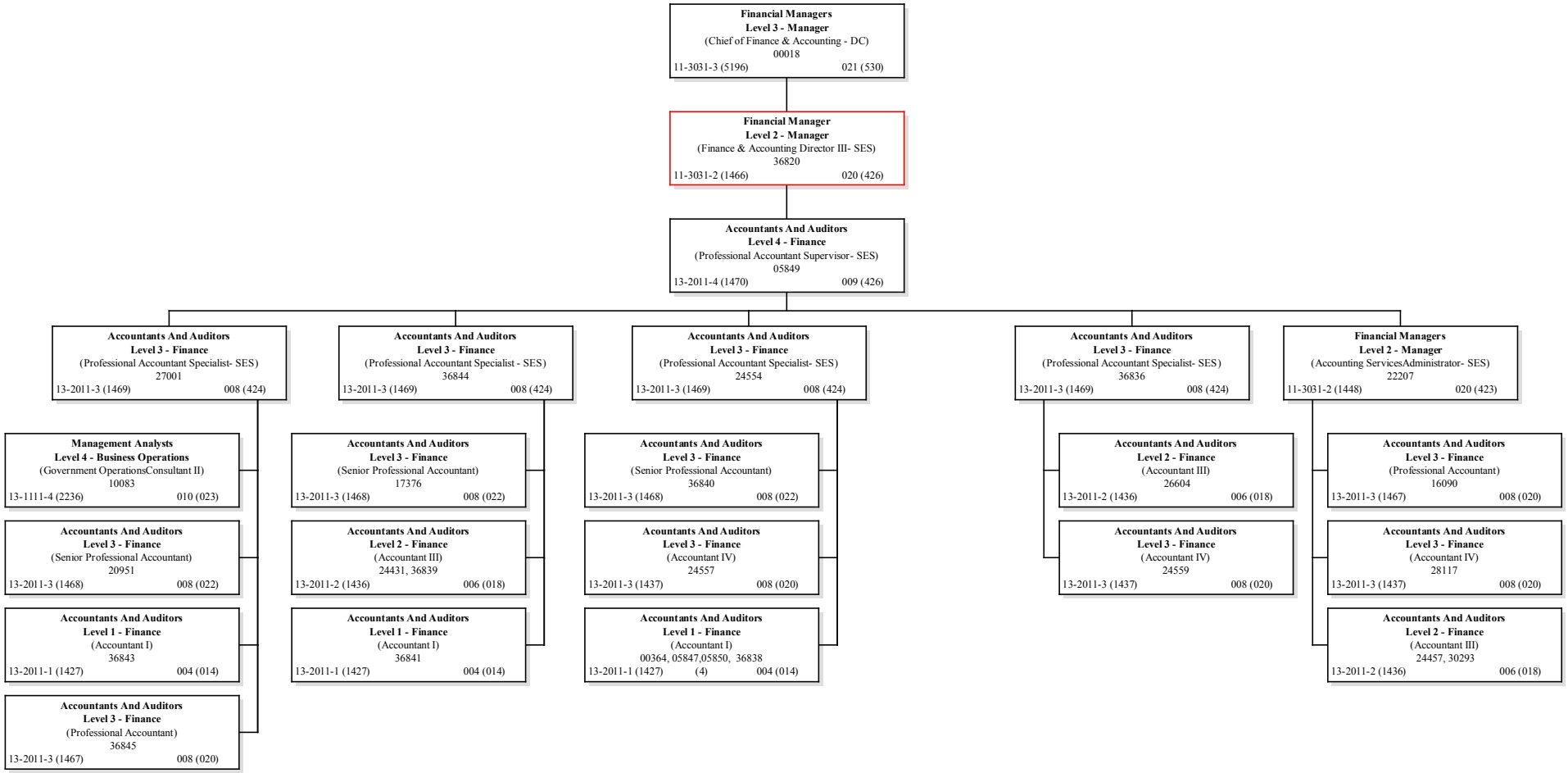
Submitted: 8-1-02
Verified: B. Williams
Effective: 7-1-02



Department of Corrections 70
Administration/
Marianna Service Center 21
Financial Services 20

Marianna Service Center
Financial Services

Submitted: 10-26-09
Verified by: Sabrina Butler
Effective: 10-16-2009

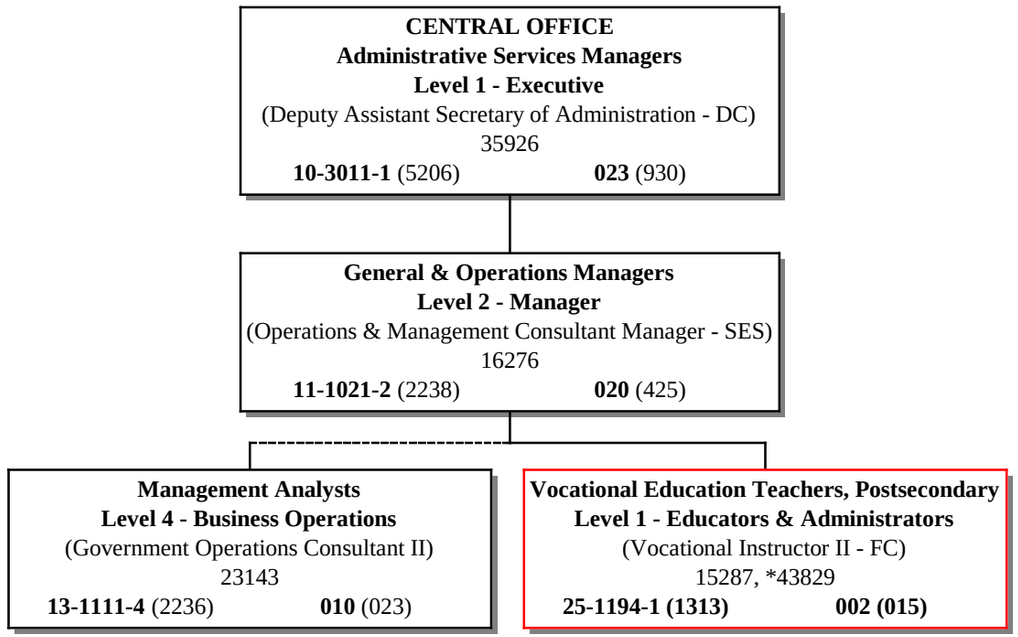


Position 02455 - Staff Assistant - deleted effective 10-16-09 by C. Green

Department of Corrections 70
Adminsitration/Marianna Service Center 21
Food Service 50

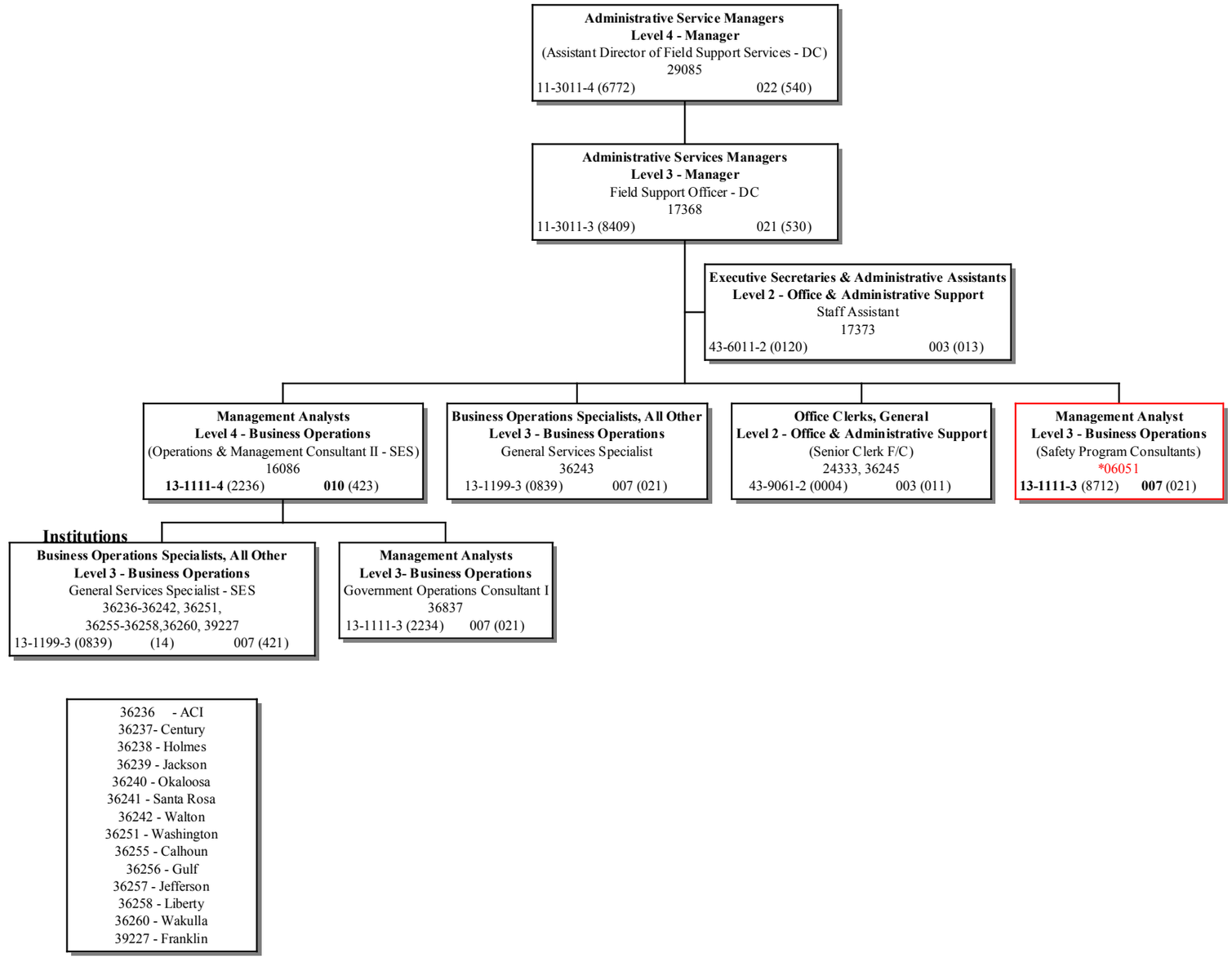
Marianna Service Center
Food Service
CURRENT

Submitted: 8-25-10
Verified by: Christie Green
Effective: 8-20-10



Established Vocational Instructor II F/C position 43829 effective 8-20-10. Transferred Public Health Nutrition Consultant position 42537 to Central Office effective 8-20-10

Region I - Administrative Service Center
Field Support Services
CURRENT

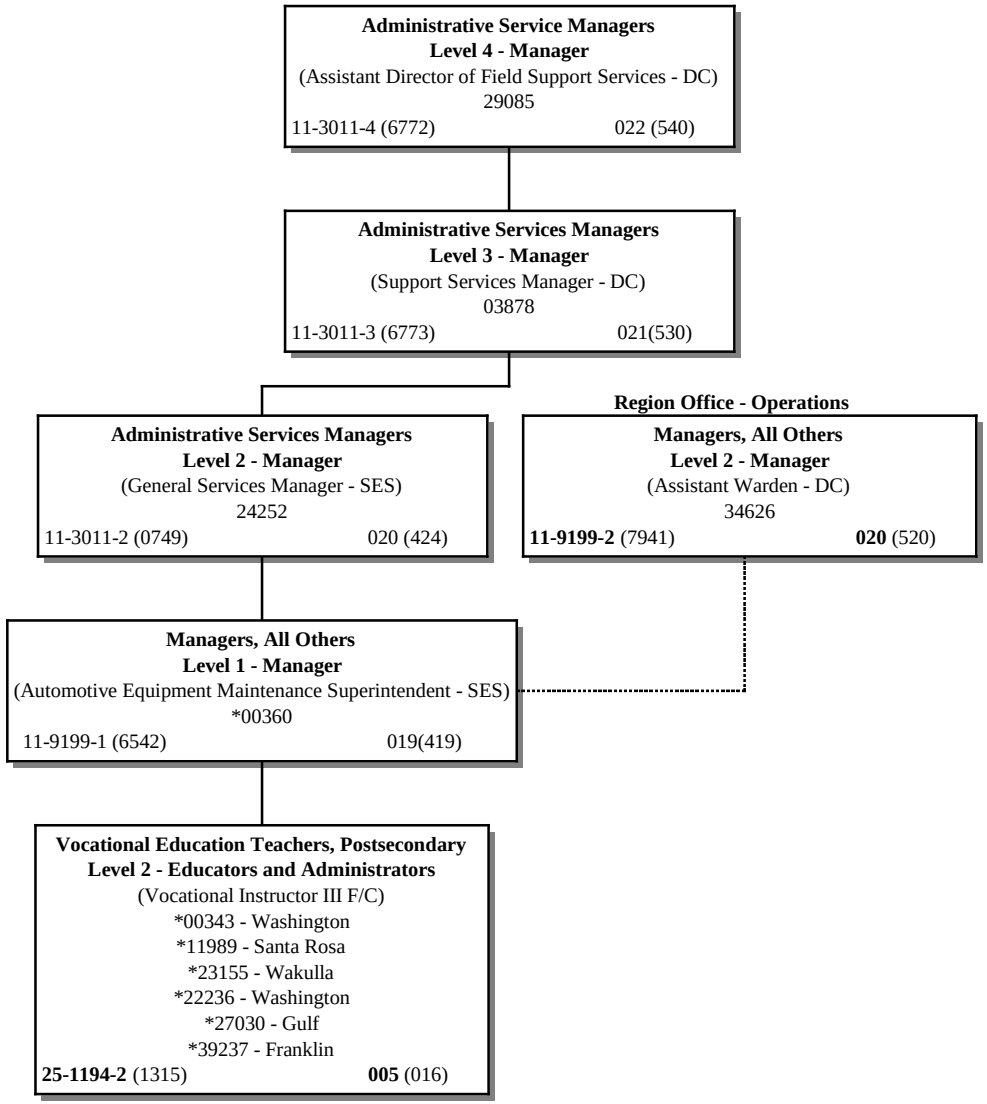


Position 06051 - Safety Program Consultant transferred from Central Office to Region I effective 2-19-10

Department of Corrections 70
Administrative Service Center -Region I 21
Maintenance 70
Fleet 04

Marianna Service Center
Fleet
CURRENT

Submitted 4-11-11
Verified Pam Mills
Effective 4-1-11

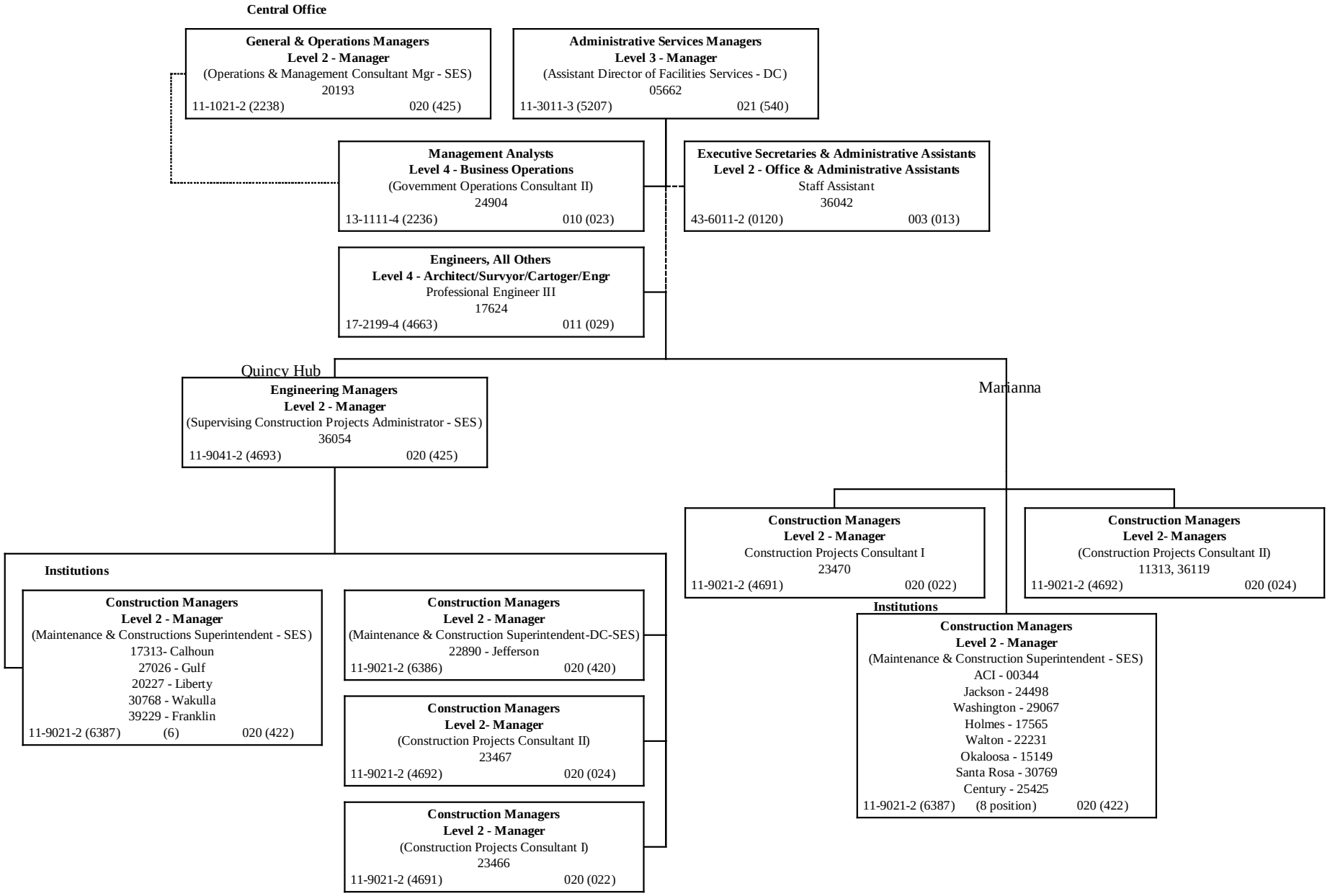


Position 23155 changed locations from Jefferson to Wakulla effective 4-1-11

Department of Corrections 70
Administration
Marianna Service Center 21
Maintenance & Construction 70
Special Projects 70-01
Preventive Maintenance 70-02
Maintenance Hub 70-03

Marianna Service Center
Facilities Services

Submitted : 7-19-11
Verified by : Christie Green
Effective: 7-8-11

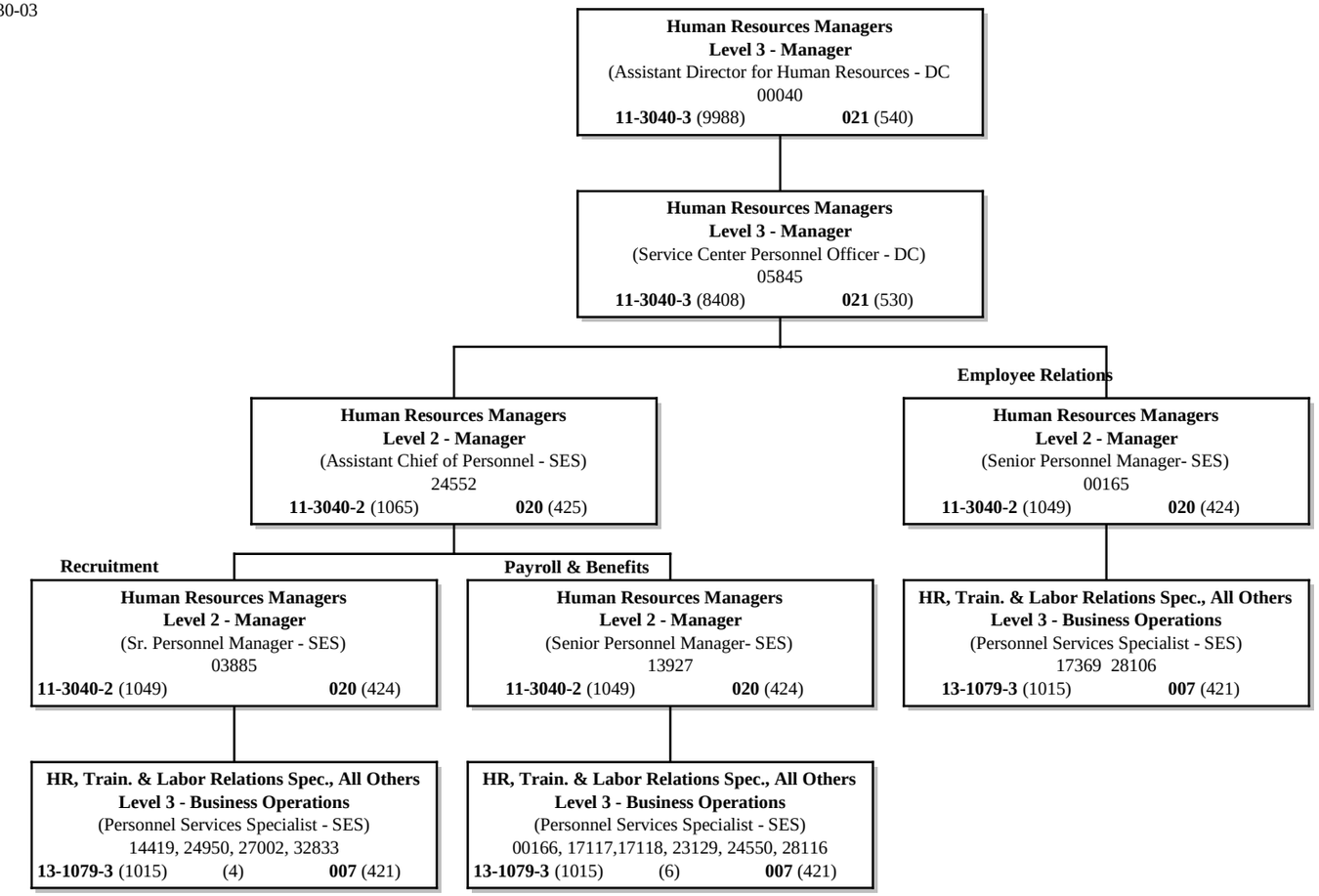


Transferred Vocational Instructor III F/C position 14253 to Santa Rosa; 18710, 32211 to ACI and 29388 to Holmes effective 7-8-11

Department of Corrections	70
Marianna Service Center	21
Personnel	30
Payroll & Benefits	30-01
Recruitment	30-02
Employee Relations & Class	30-03

MARIANNA SERVICE CENTER
HUMAN RESOURCES/PERSONNEL

Submitted: 7-27-11
Verified by: Christie Green
Effective Date: 7-1-11

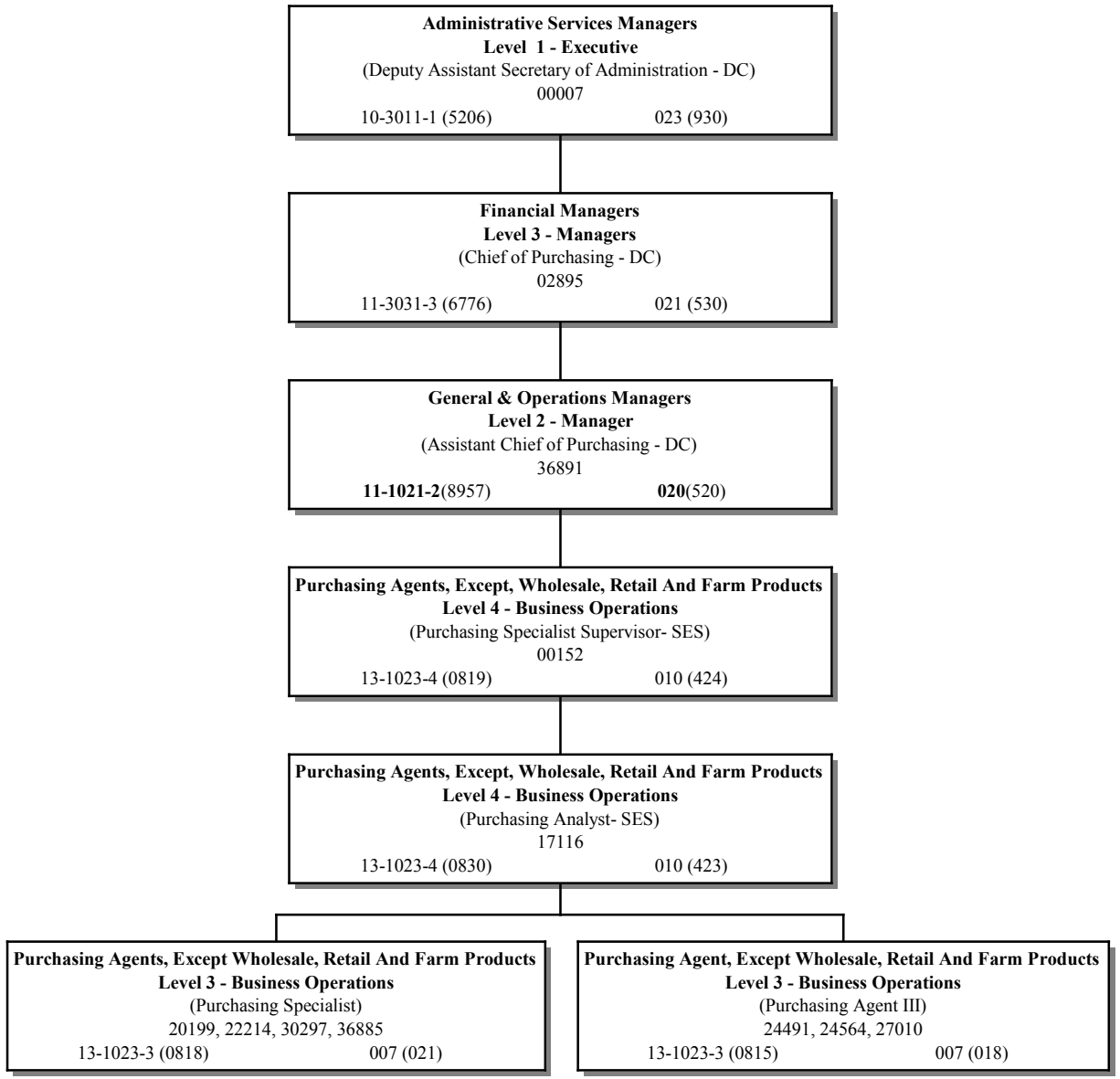


Deleted position 16092 - PErsonnel Technician II - SES effective 7-1-11

Department of Corrections 70
Marianna Service Center 21
General Services 40
Purchasing 01

Marianna Service Center
Purchasing

Submitted: 7-17-08
Verified by: Christie Green
Effective: 7-1-08

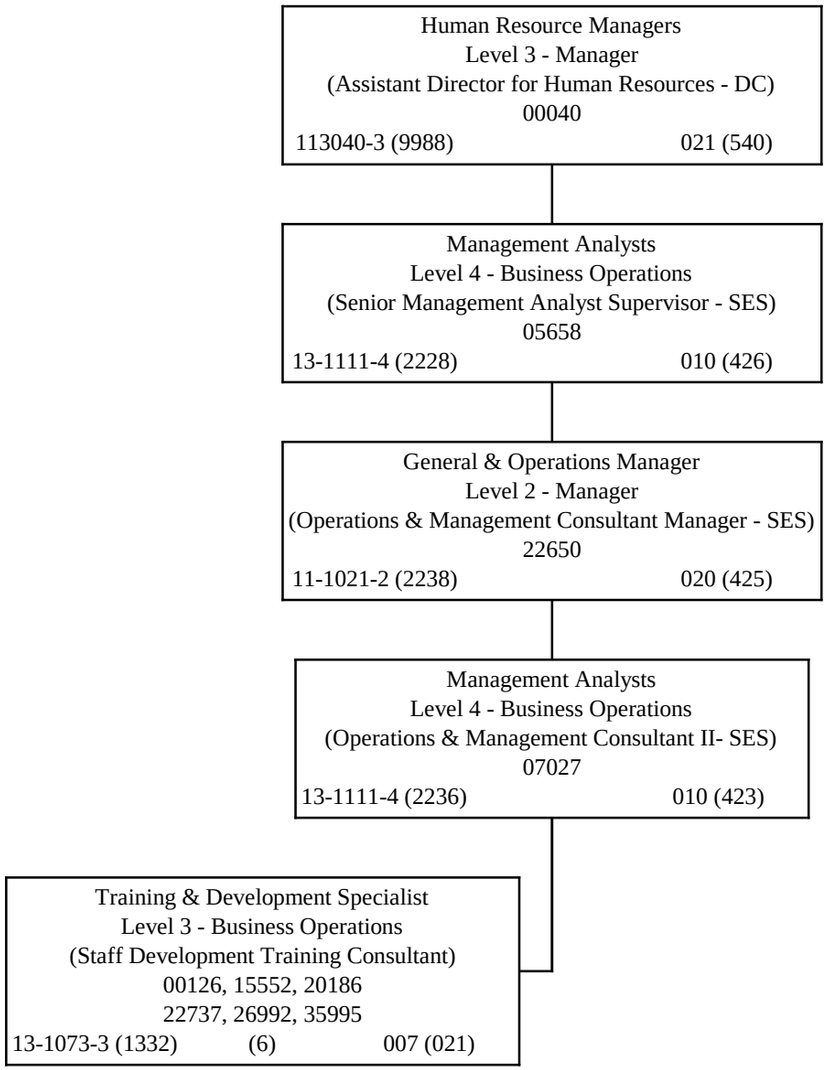


Position 22215 - Purchasing Agent I deleted effective 7-1-08

Department of Corrections **70**
Marianna Service Center **21**
Staff Development **80**

MARIANNA SERVICE CENTER
HUMAN RESOURCES/STAFF DEVELOPMENT

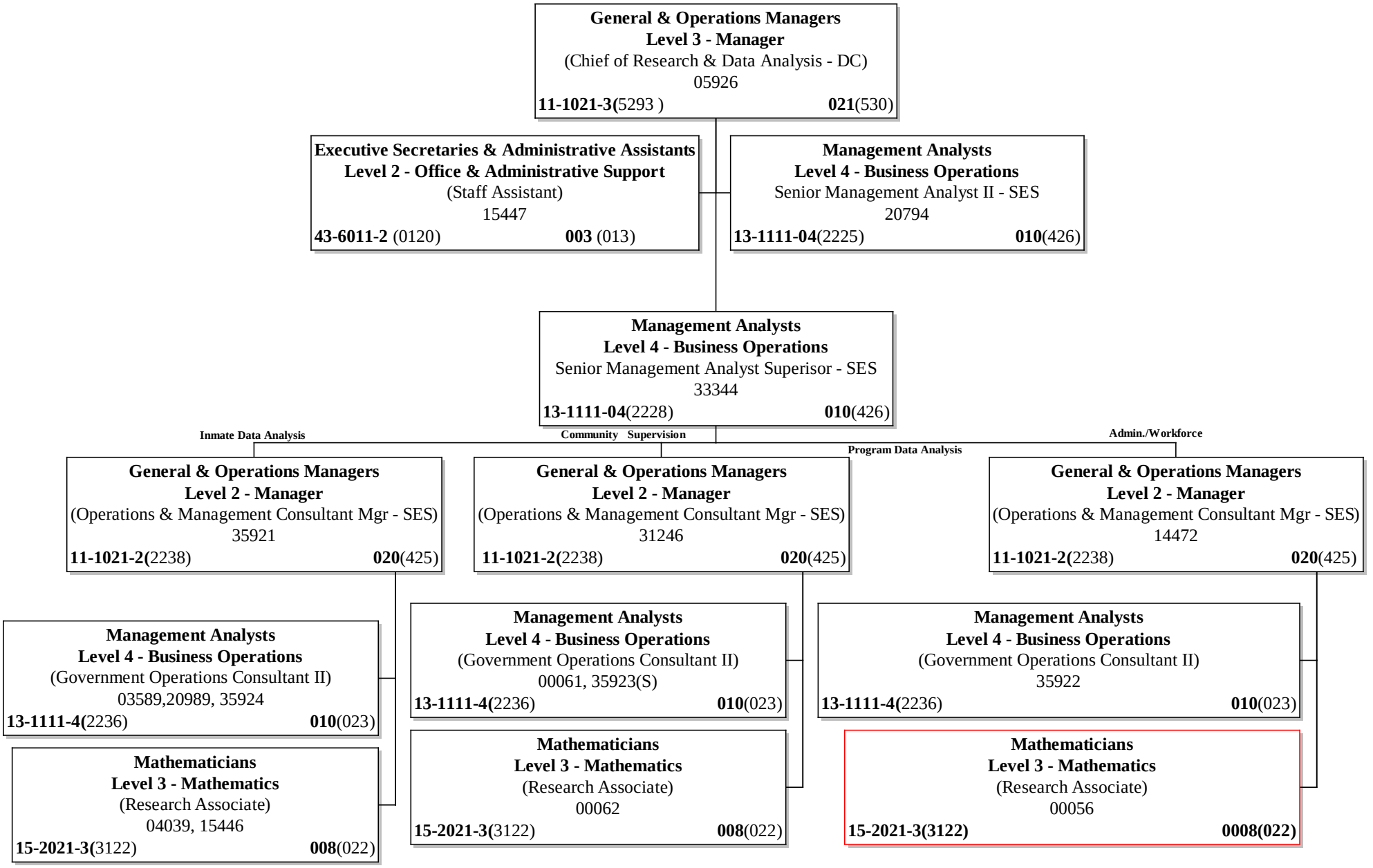
Submitted: 7-1-09
Verified by: Sabrina Butler
Effective Date:7-24-09



Position 17364 - Staff Development Traoning Consultant deleted effective 7-24-09

Central Office
Research & Data Analysis

SUBMITTED: 6-2011
VERIFIED: Lillie McGriff
EFFECTIVE: 7-1-2011

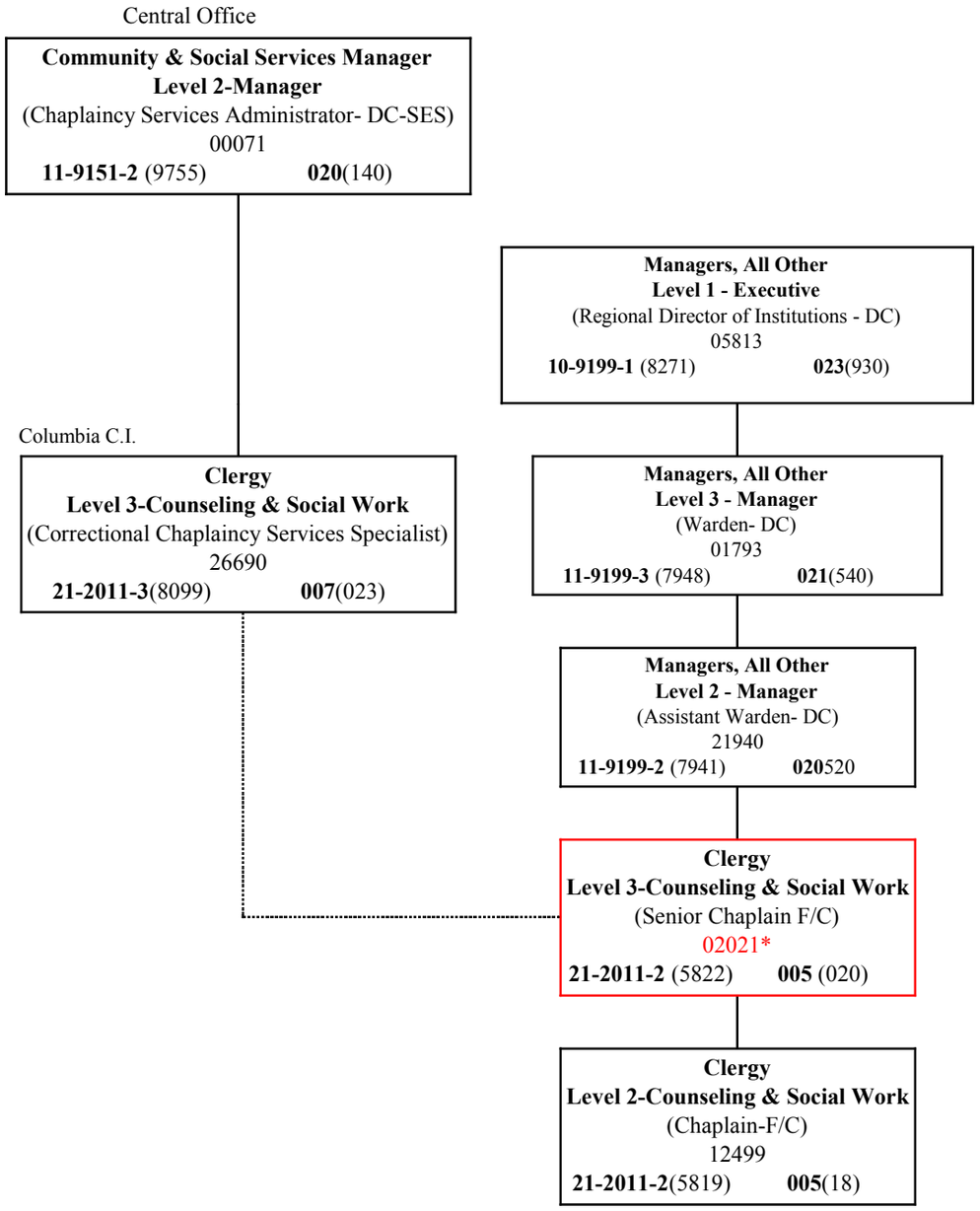


Deleted 00066 Research Associate
Deleted 03059 Chief of Staff
05928 reclassified & transferred to Government Operations Consultant II in the Bureau of Contract Management and Monitoring, effective 7/1/2011

Departmeny Of Corrections	70
Lake CityService Center	32
Region II	20
Regional Medical Center	09
Main	49
Chaplaincy	26

Department of Corrections
Reception & Medical Center
Chaplaincy Services

Submitted: 7/21/11
Verified: Brenda Williams
Effective: 7/22/11

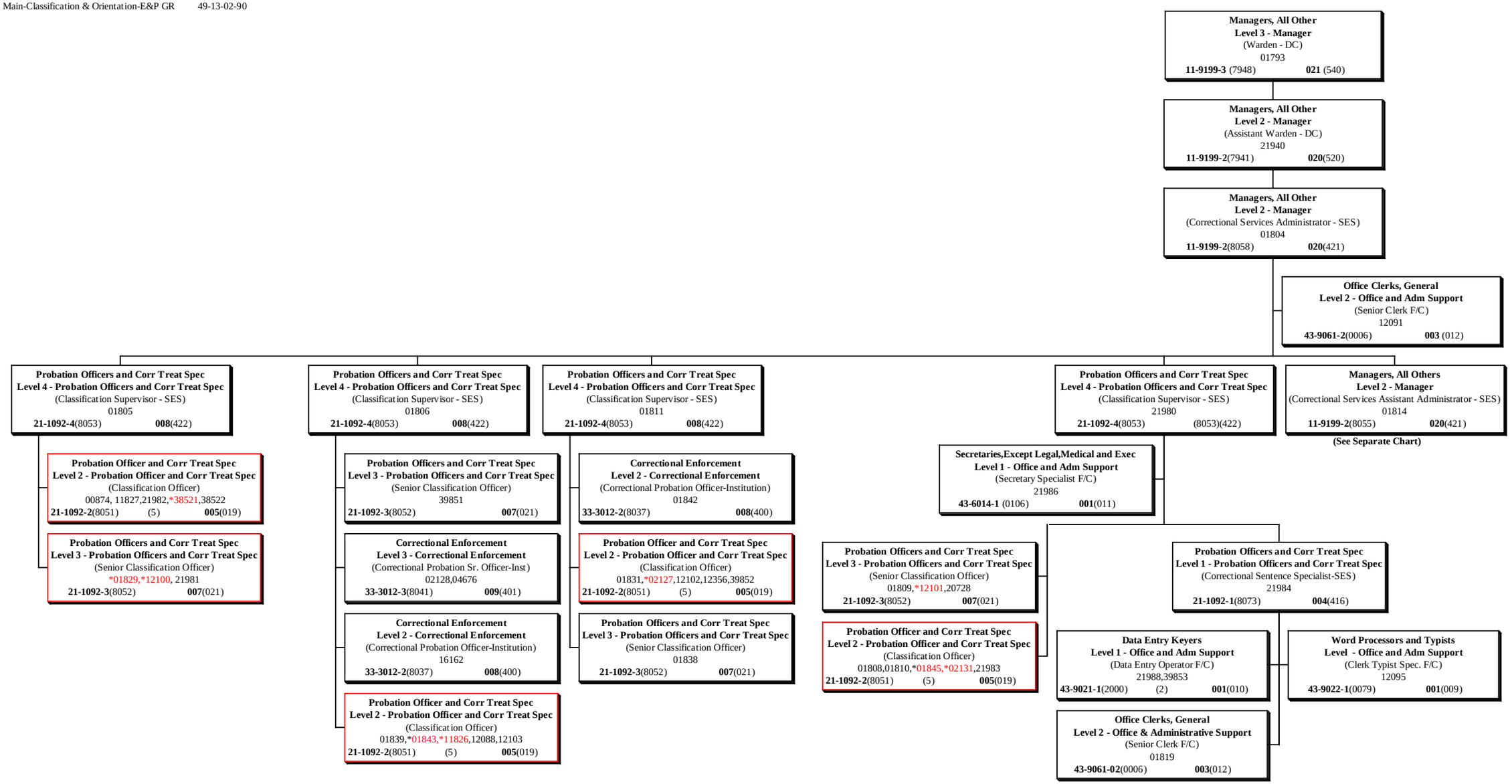


Chaplain Supervisor F/C-SES #02021 reclassified to Sr. Chaplain F/C.

Department of Corrections 70
Security & Institutional Management
Administrative Service Center 32
Region II 20
Reception Medical Center 09
Main Unit 49
Main-Classification & Records 49-13
Main-Reception & Orientation 49-13-02
Main-Classification & Orientation-E&P GR 49-13-02-90

Deprtment of Corrections
Reception & Medical Center
Classification and Records

Submitted: 8-10-11
Verified by: Christie Green
Effective 8-5-11

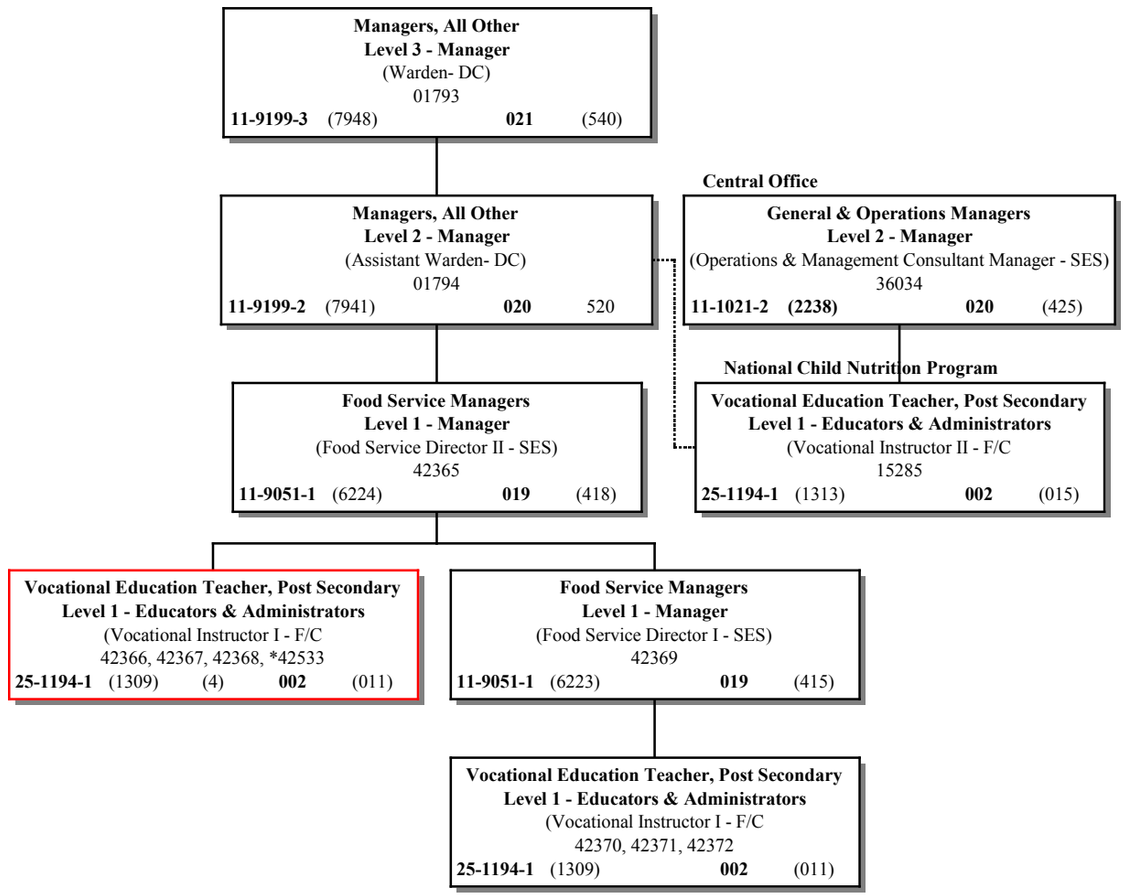


Supervisor changes on Classificaiton office positions 01843, 01845, 02127, 02131, 11826, 38521, and Sr. Classification Officers 01829, 12100, 12101 effective 8-5-11

Department of Corrections 70
Security & Institutional Management
Administrative Service Center 32
Region II 20
Reception & Medical Center 09
Main-Warden's Office 49-01
Main - Food Service 49-15
Main Food Service Grant 49-15-91

DEPARTMENT OF CORRECTIONS
RECEPTION & MEDICAL CENTER
FOOD SERVICES

Submitted: 1-21-10
Verified by: Christie Green
Effective:1-22-10

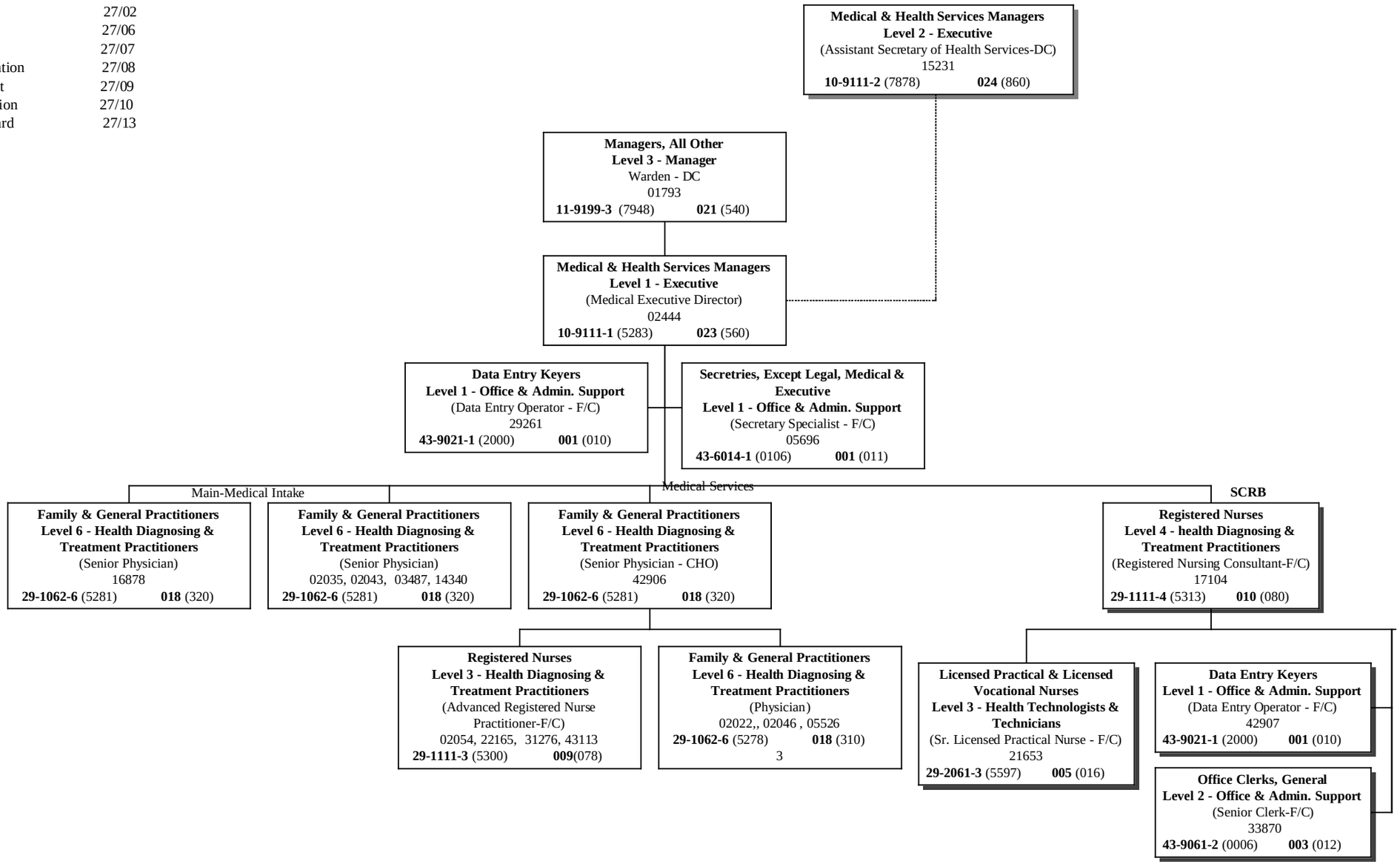


Vocational Instructor I F/c position 42533 was transferred from SFRC to RMC effective1-22-10

Department of Corrections	70
Lake City Service Center	32
Region II	20
North Florida Reception Center	09
Main	49
Medical Services	27
Medical Services Intake	27/02
Medical Records	27/06
Medical Records Intake	27/07
Medical Records Administration	27/08
MedicalQuality Management	27/09
Medical Planning & Evaluation	27/10
Specialty Clinic Review Board	27/13

Department of Corrections
Reception & Medical Center
Health Services - Medical Services

Submitted: 7/1/11
Verified: Brenda Williams
Effective: 7/8/11



See Additional Charts for Dental & Pharmacy, Hospital Services, Administration, Mental Health Services, Nursing Services.

Records Technicia #24186 deleted in 2011 statewide deletions.

Department of Corrections	70
Lake City Service Center	32
Region II	20
North Florida Reception Center	09
Main	49
Mental Services	28
Mental Inpatient Services	28/01
Mental Intake Services	28/02
Crisis Stabilization Unit	28/03
Transitional Care Unit	28/04
Dental Services	29
Dental Intake Services	29/01

Department of Corrections
Reception & Medical Center
Health Services-Mental Health Services

Submitted: _5/11/10
Verified: _____Brenda Williams
Effective: ___5/14/10

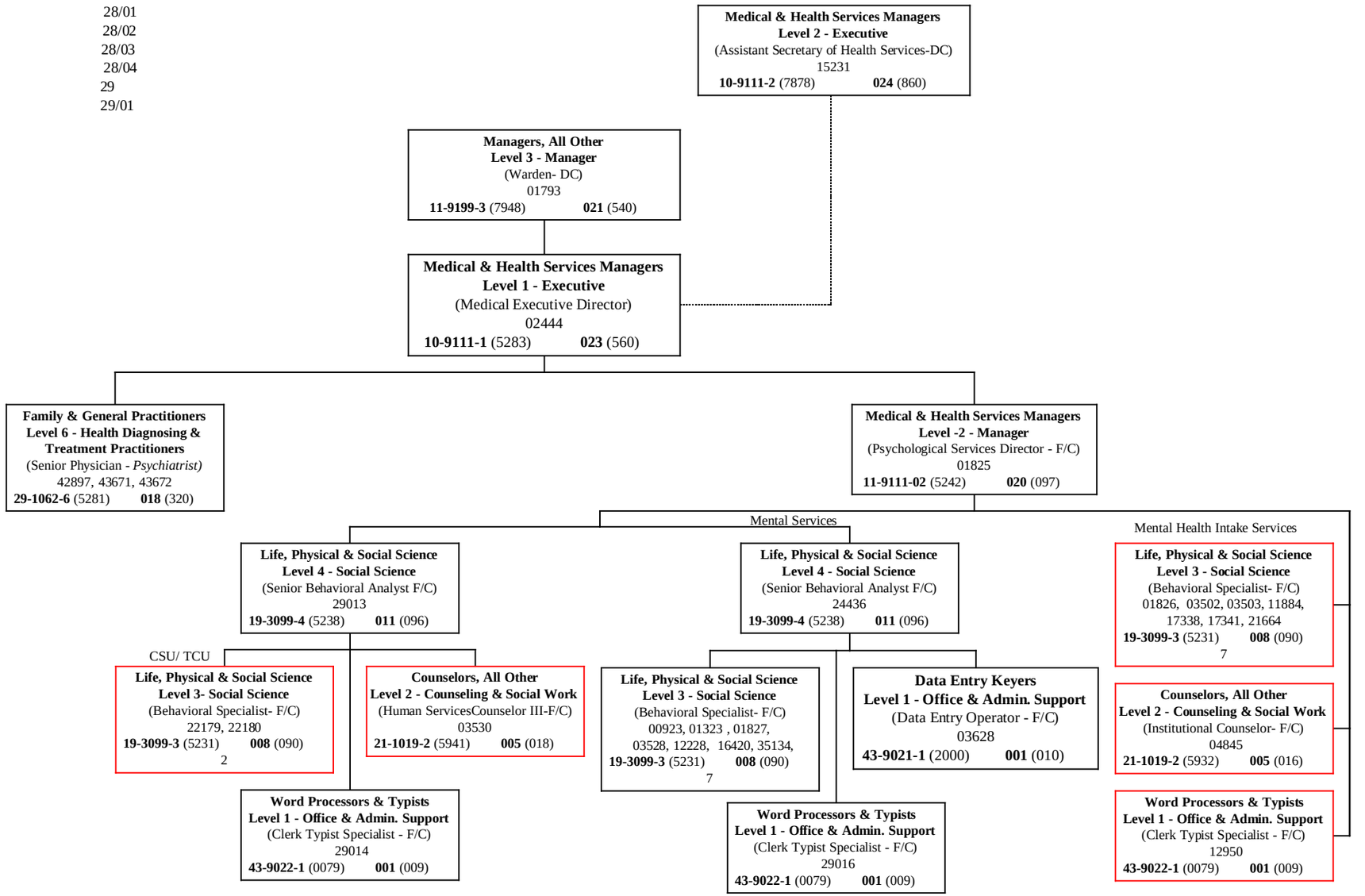


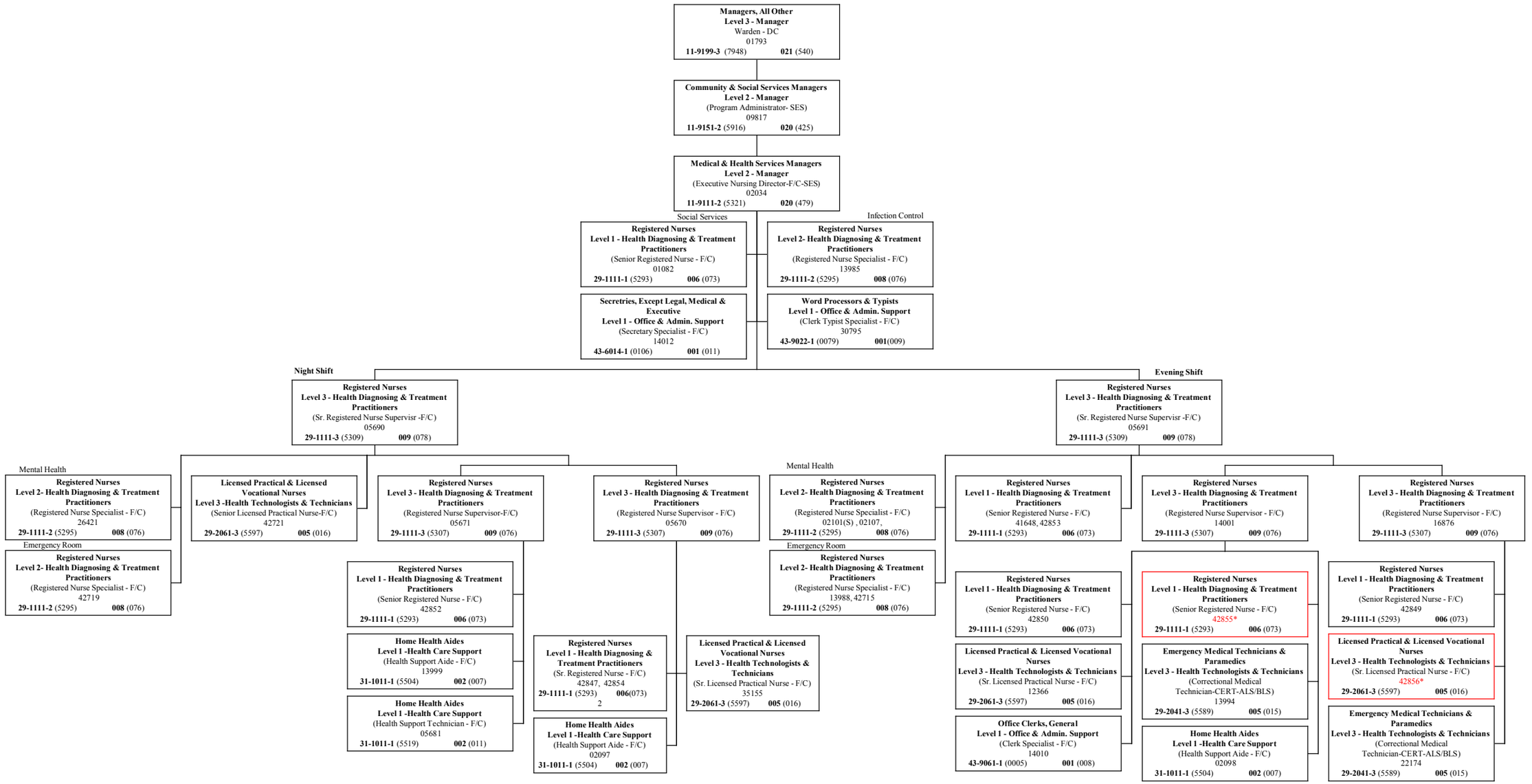
Chart reflects updated supervisory structure. Change in supervision for CSU and TCU units.

See Additional Charts for Hospital Services, Pharmacy and Dental Services, Medical Services & Medical Records, and Nursing Services

Department of Corrections 70
Lake City Service Center 32
Region II 20
North Florida Reception Center 09
Hospital 59
Medical Services 27
Mental Health Services 28

Department of Corrections
Reception & Medical Center
Hospital - Nursing Services
(Chart 2 of 2)

Submitted: 11/12/10
Verified: ____Brenda Williams_
Effective: ___11/12/10



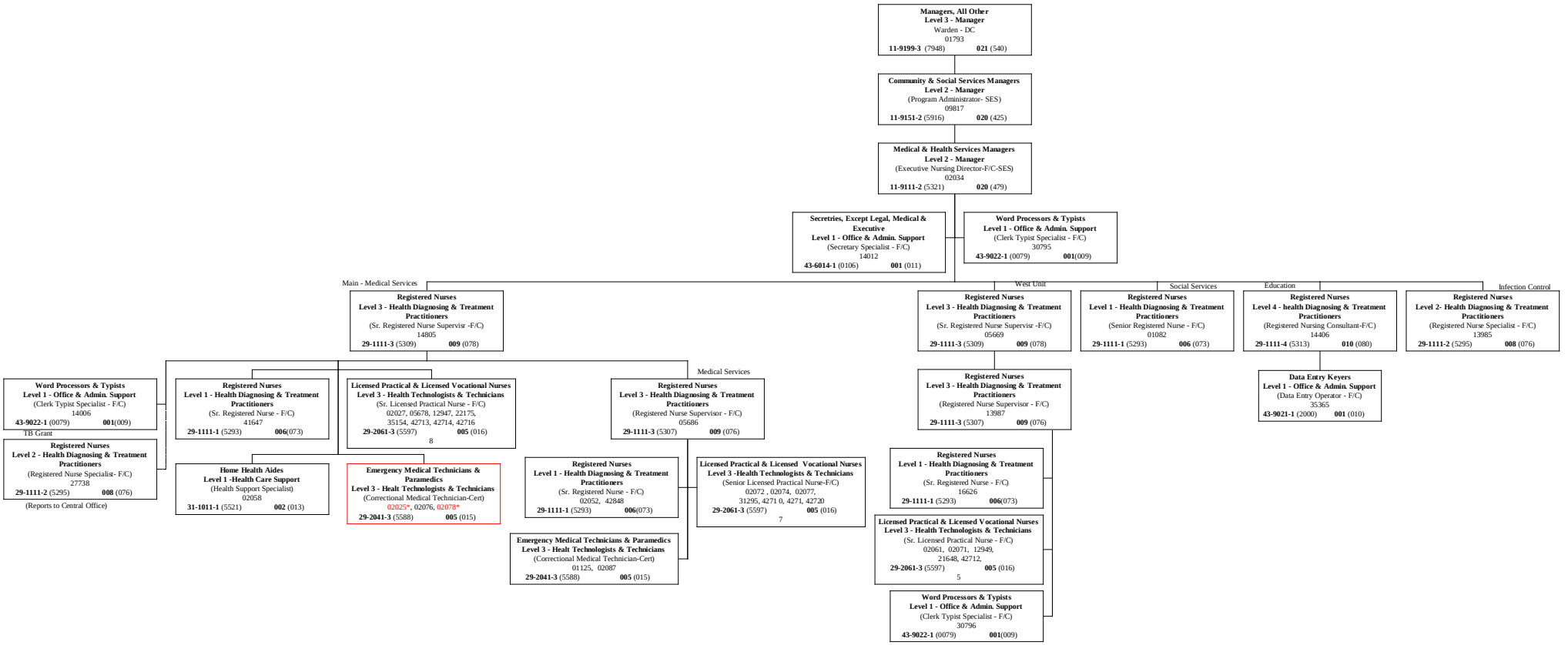
LPN F/C position #42856 reclassified to Sr. LPN F/C and RN F/C position #42855 reclassified to Sr. RN F/C.

See Additional Charts for Dental & Pharmacy, Hospital Services, Medical Services, Administration, Mental Health Services.

Department of Corrections 70
Lake City Service Center 32
Region II 20
North Florida Reception Center 09
Main 49
Medical Services 27
Medical Services Intake 27/02
Medical Planning & Evaluation 27/10
West Unit 53
Medical 27

Department of Corrections
Reception & Medical Center
Medical & West Unit - Nursing Services

Submitted: 4/19/11
Verified: ____Brenda Williams_
Effective: 4/15/11



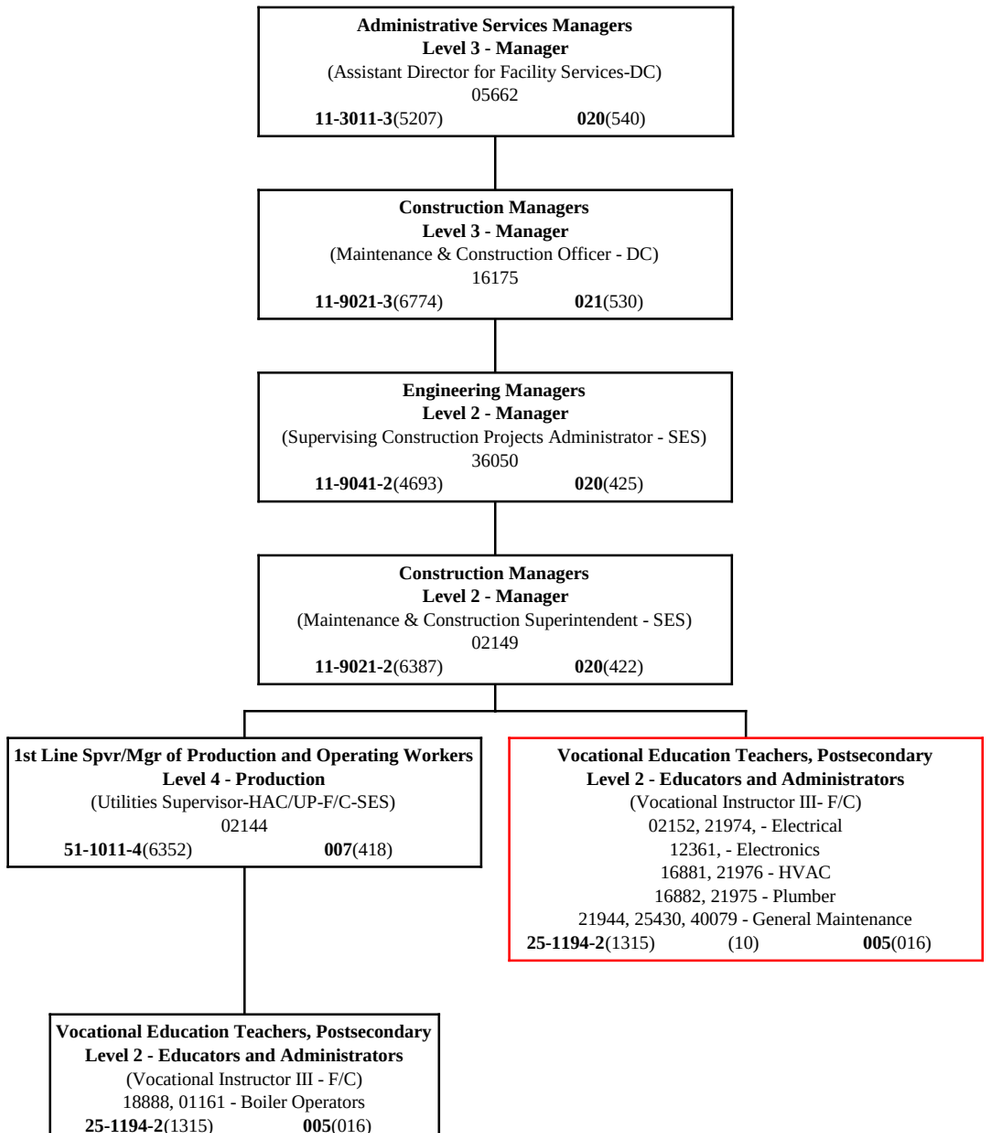
Correctional Medical Technician-Cert-ALS/BLS position #02025 & #02078 transferred from Hospital Services.

See Additional Charts for Hospital Nursing, Dental & Pharmacy, Hospital Services, Medical Services, Administration, Mental Health Services.

Department of Corrections 70
Security & Institutional Mgmt
Lake City Service Center 32
Reception & Medical Center 09
Main - Maintenance 49-36
Main - Maintenance - Utilities 49-36-01
Main- Maintenance - Fleet 49-36-02

DEPARTMENT OF CORRECTIONS
RECEPTION & MEDICAL CENTER
FACILITIES SERVICES: MAINTENANCE & CONSTRUCTION

Submitted: 6-28-10
Verified by: Christie Green
Effective: 6-25-10



Position 40080 - Vocational Instructor III F/C was reclassified to Senior Clerk and transferred to the Region II Maintenance office effective 6-25-10

Department of Corrections	70
Administrative Service Center	32
Region II	20
Reception & Medical Center	09
Main Unit	49
Security	22
Reception & Orientation	22/02
Reception Transfers	22/03
Medical Escort	22/06
Internal Work Squad	22/11
External Work Squad	22/12
Contracted Food Service	22/15
Wellness Education	22/16
Laundry	22/17

Department of Corrections
Reception & Medical Center
Main Unit

Submitted: 9-2-10
Verified By: Christie Green
Effective Date: 9-3-10

Manager - All Others
Level 3 - Manager
(Warden - DC)
01793
11-9199-3(7948) **021**(540)

Manager - All Others
Level 2 - Manager
(Assistant Warden - DC)
01794
11-9199-2(7941) **020**(520)

Safety & Environmental Health
Correctional Enforcement
Level 2 - Correctional Enforcement
(Correctional Officer Sergeant)
33450
33-3012-2(8005) **008**(501)

1st Line Sup/Mgr of Correctional Enforcement
Level 6 - Correctional Enforcement
(Correctional Officer Colonel-SES)
01861
33-1011-6(8017) **012**(507)

Secretaries, except Legal, Medical & Executive
Level 1 - Office & Administrative Support
(Secretary Specialist F/C)
01956
43-6014-1(0106) **001**(011)

1st Line Sup/Mgr of Correctional Enforcement
Level 4 - Correctional Enforcement
(Correctional Officer Captain)
01863-01866,13990
33-1011-4(8013) (5) **010**(504)

Correctional Enforcement
Level 2 - Correctional Enforcement
(Correctional Officer Sergeant)
01902,01931,01971,01981-01983,01987,02002, 02013,02015,*02142,09194,15202,15204-15206, 15227,16643,16661,16672-16673,16686,20800, 20802-20805,25876-25878,25880,29370,29407, 29440,29631-29632,33449,34193,38333-38337
33-3012-2(8005) (43) **008**(501)

Correctional Enforcement
Level 1 - Correctional Enforcement
(Correctional Officer)
01913,01916-01919,01921,01922,01923-01924, 01927,01930,01933-01936,01938-01940,01942, 01944-01946,01948-01952,01954,01957,01962- 01965,01967-01968,01972-01974,01976-01980, 02004-02006,02113,03652-03672,04875-04876, 09230-09231,09233-09234,09236,09238,09241, 15193-15195,15199,15211-15212,15215, 15217- 15223,15225-15226,15228,16386-16391,16628, 16648,20859,25881-25890,29633,29635-29638, 29640-29643,33444-33445,34283-34286,37254- 37255,38338-38342, 38344-38347
33-3012-1(8003) (139) **007**(500)

Hospital

1st Line Sup/Mgr of Correctional Enforcement
Level 5 - Correctional Enforcement
(Correctional Officer Major-SES)
01862
33-1011-5(8015) **011**(506)

See Separate Chart for Hospital

Administrative

1st Line Sup/Mgr of Correctional Enforcement
Level 3 - Correctional Enforcement
(Correctional Officer Lieutenant)
01959
33-1011-3(8011) **009**(502)

1st Line Sup/Mgr of Correctional Enforcement
Level 3 - Correctional Enforcement
(Correctional Officer Lieutenant)
01911
33-1011-3(8011) **009**(502)

Housing Assignment
Correctional Enforcement
Level 2 - Correctional Enforcement
(Correctional Officer Sergeant)
09193
33-3012-2(8005) **008**(501)

Lock & Key
Correctional Enforcement
Level 2 - Correctional Enforcement
(Correctional Officer Sergeant)
16699
33-3012-2(8005) **008**(501)

Utility
Correctional Enforcement
Level 1 - Correctional Enforcement
(Correctional Officer)
01925,*02009
33-3012-1(8003) **007**(500)

Wellness Education Program
Correctional Enforcement
Level 1 - Correctional Enforcement
(Correctional Officer)
*02137, 04890,04891,16414
33-3012-1(8003) (4) **007**(500)

Internal Movement
Correctional Enforcement
Level 1 - Correctional Enforcement
(Correctional Officer)
01888,15224,25891,29634
33-3012-1(8003) (4) **007**(500)

Arsenal
Correctional Enforcement
Level 2 - Correctional Enforcement
(Correctional Officer Sergeant)
20801
33-3012-2(8005) **008**(501)

Administrative
Correctional Enforcement
Level 2 - Correctional Enforcement
(Correctional Officer Sergeant)
01893
33-3012-2(8005) **008**(501)

Contracted Food Service
Correctional Enforcement
Level 1 - Correctional Enforcement
(Correctional Officer)
01853,01854,21966
33-3012-1(8003) (3) **007**(500)

Office Clerks, General
Level 2 - Office & Administrative Support
(Senior Clerk F/C)
16407
43-9061-2(0006) **003**(012)

Medical Movement
Correctional Enforcement
Level 1 - Correctional Enforcement
(Correctional Officer)
29639,34287
33-3012-1(8003) **007**(500)

Canine
Correctional Enforcement
Level 2 - Correctional Enforcement
(Correctional Officer Sergeant)
01885
33-3012-2(8005) **008**(501)

Correctional Enforcement
Level 1 - Correctional Enforcement
(Correctional Officer)
15192
33-3012-1(8003) **007**(500)

Laundry
Correctional Enforcement
Level 2 - Correctional Enforcement
(Correctional Officer Sergeant)
25879
33-3012-2(8005) **008**(501)

Correctional Enforcement
Level 1 - Correctional Enforcement
(Correctional Officer)
*02141, 02143
33-3012-1(8003) **007**(500)

Work Squad

1st Line Sup/Mgr of Correctional Enforcement
Level 3 - Correctional Enforcement
Correctional Officer Lieutenant
01867
8011 502

Correctional Enforcement
Level 2 - Correctional Enforcement
(Correctional Officer Sergeant)
*16683
33-3012-2(8005) **008**(501)

Internal Work Squad
Correctional Enforcement
Level 1 - Correctional Enforcement
(Correctional Officer)
01926,15196
33-3012-1(8003) **007**(500)

External Work Squad
Correctional Enforcement
Level 1 - Correctional Enforcement
(Correctional Officer)
15354,21313
33-3012-1(8003) **007**(500)

Transfer/Receiving

1st Line Sup/Mgr of Correctional Enforcement
Level 4 - Correctional Enforcement
(Correctional Officer Captain)
02017
33-1011-4(8013) **010**(504)

West Unit (See Separate Chart)
1st Line Sup/Mgr of Correctional Enforcement
Level 5 - Correctional Enforcement
(Correctional Officer Major-SES)
21999
33-1011-5(8015) **011**(506)

Work Camp (see separate chart)
1st Line Sup/Mgr of Correctional Enforcement
Level 5 - Correctional Enforcement
(Correctional Officer Major-SES)
39866
33-1011-5(8015) **011**(506)

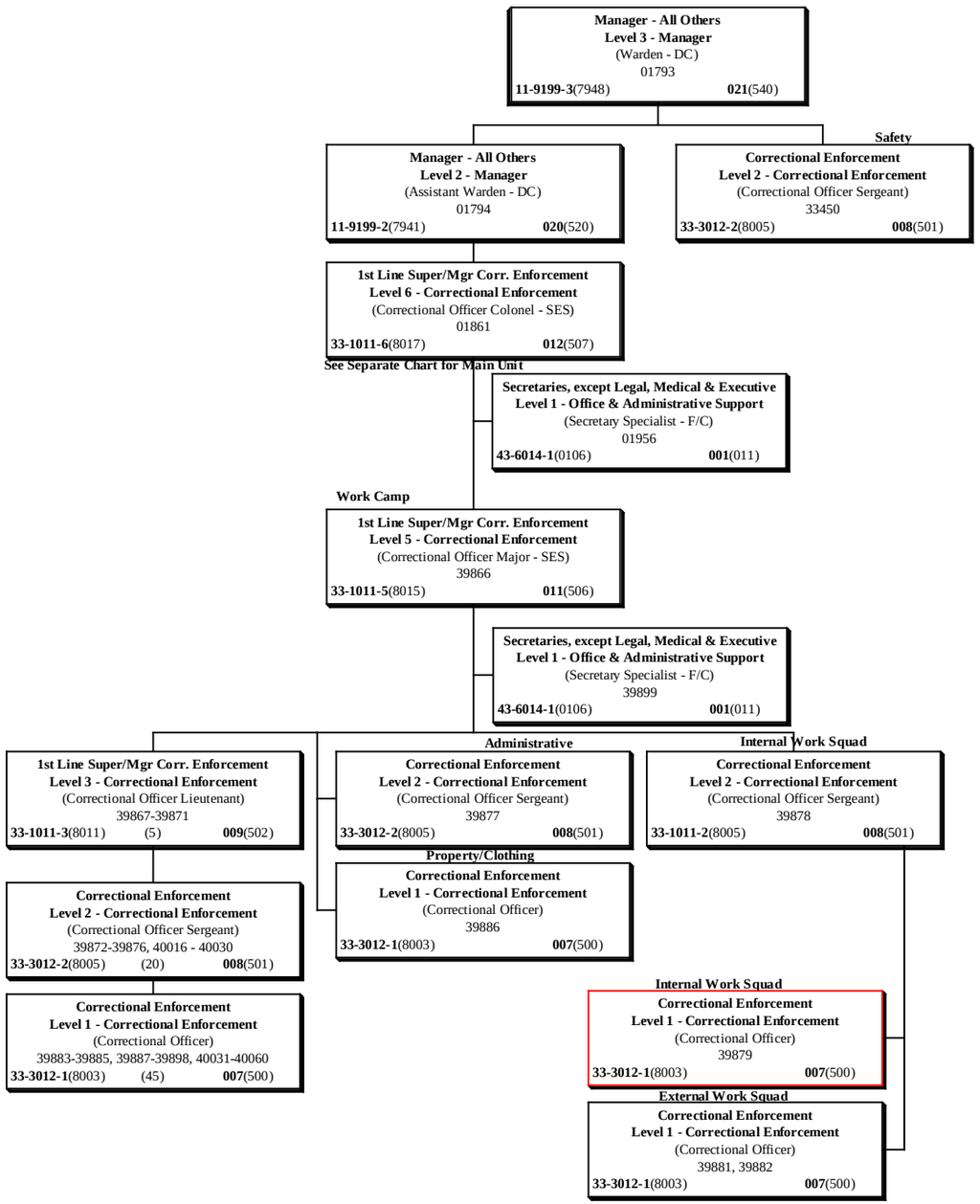
**** CDL requirement**

C. O. Lieutenant positions 02009, 02137, 02141, were reclassified to C. O.'s and C. O. Lieutenant positions 02142, 16683 were reclassified to C. O. Sergeants effective 9-3-10

Department of Corrections 70
Lake City Service Center - Institution 32
Region II 20
Reception & Medical Center 09
Main Unit - Security 49/22
Work Camp - Security 50/22
Medical Escort 50/22/ 06
Internal Work Squad 50/22/11
External Work Squad 50/22/12
Contracted Food Service 50/22/15

Department of Corrections
Reception & Medical Center
Work Camp - Security

Submitted: 7-26-10
Verified by: Christie Green
Effective: 7-9-10

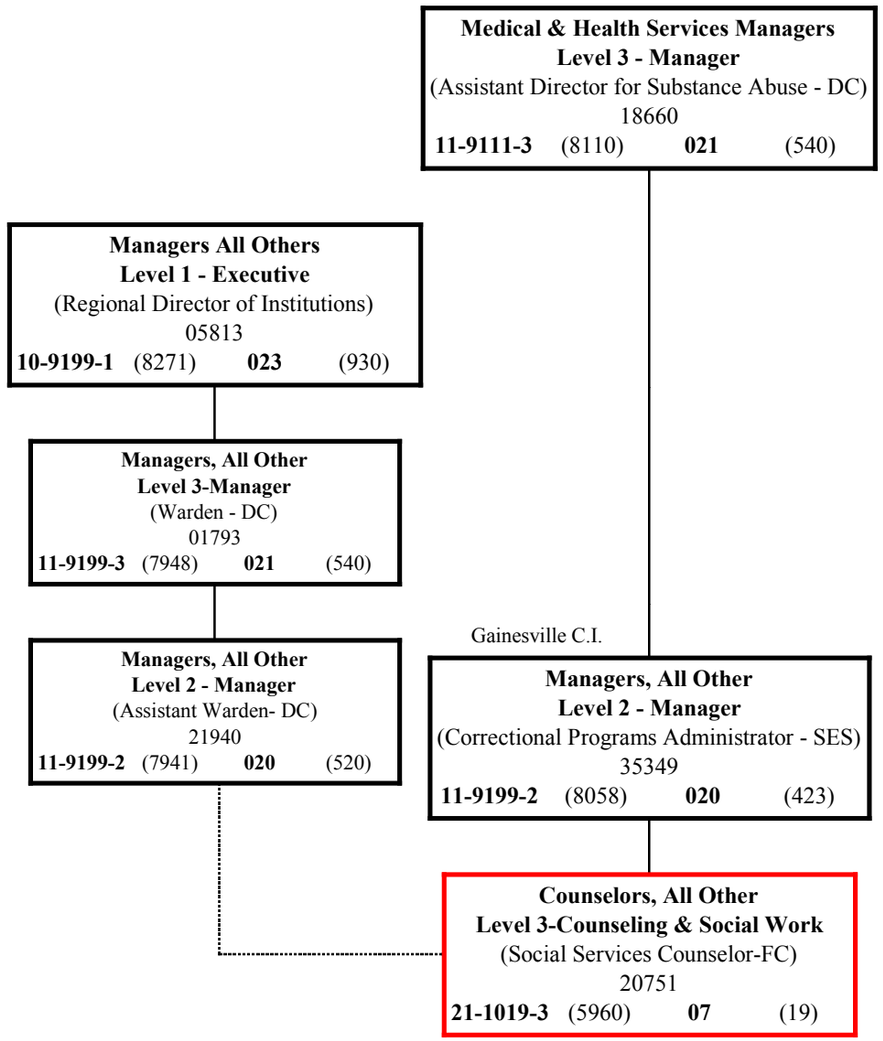


Deleted C. O. position 39880 effective 7-9-10

Department of Corrections	70
Lake City Service Center	32
Region II	20
N.F.R.C. C.I.	09
Main	49
Substance Abuse	31

Department of Corrections
Reception and Medical Center
Substance Abuse

Submitted: 6/19/11
Verified: Brenda Williams
Effective: 7/22/11

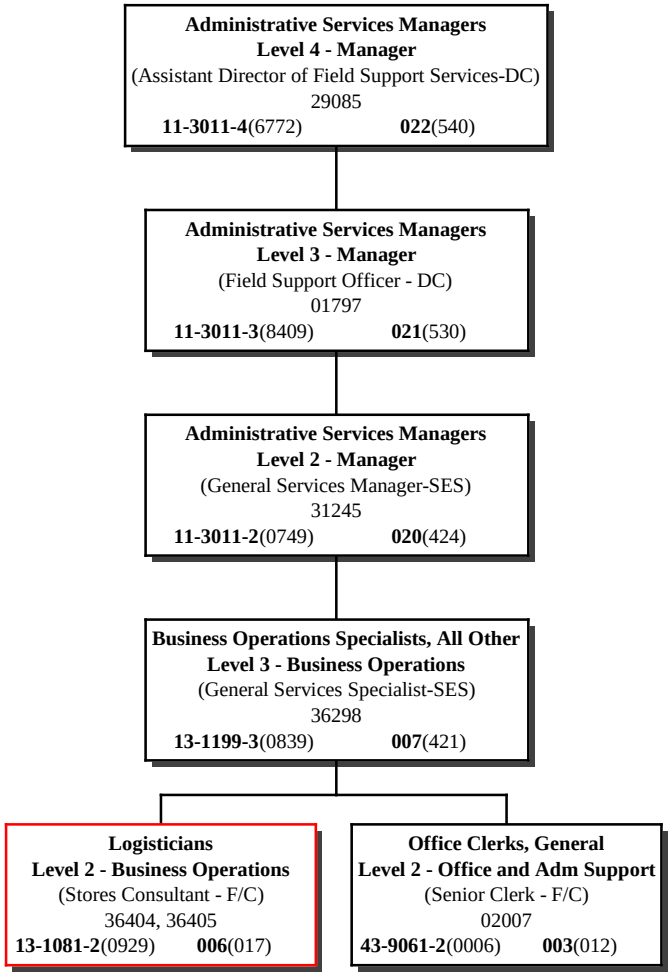


Social Services Cousnelor F/C #20752 transferred to Indian River C.I. and reclassified to Program Operations Administrator-SES.

Department of Corrections 70
Security & Institutional Management 32
Lake City Service Center
Region II 20
Regional Medical Center 09
Main - Warehouse - Canteen 47-17
Main - Warehouse - Mailroom 47-17-02

Department of Corrections
Reception & Medical Center / Warehouse-Mailroom

Submitted: 7/8/04
Verified by: B. Williams
Effective: 7/2/04

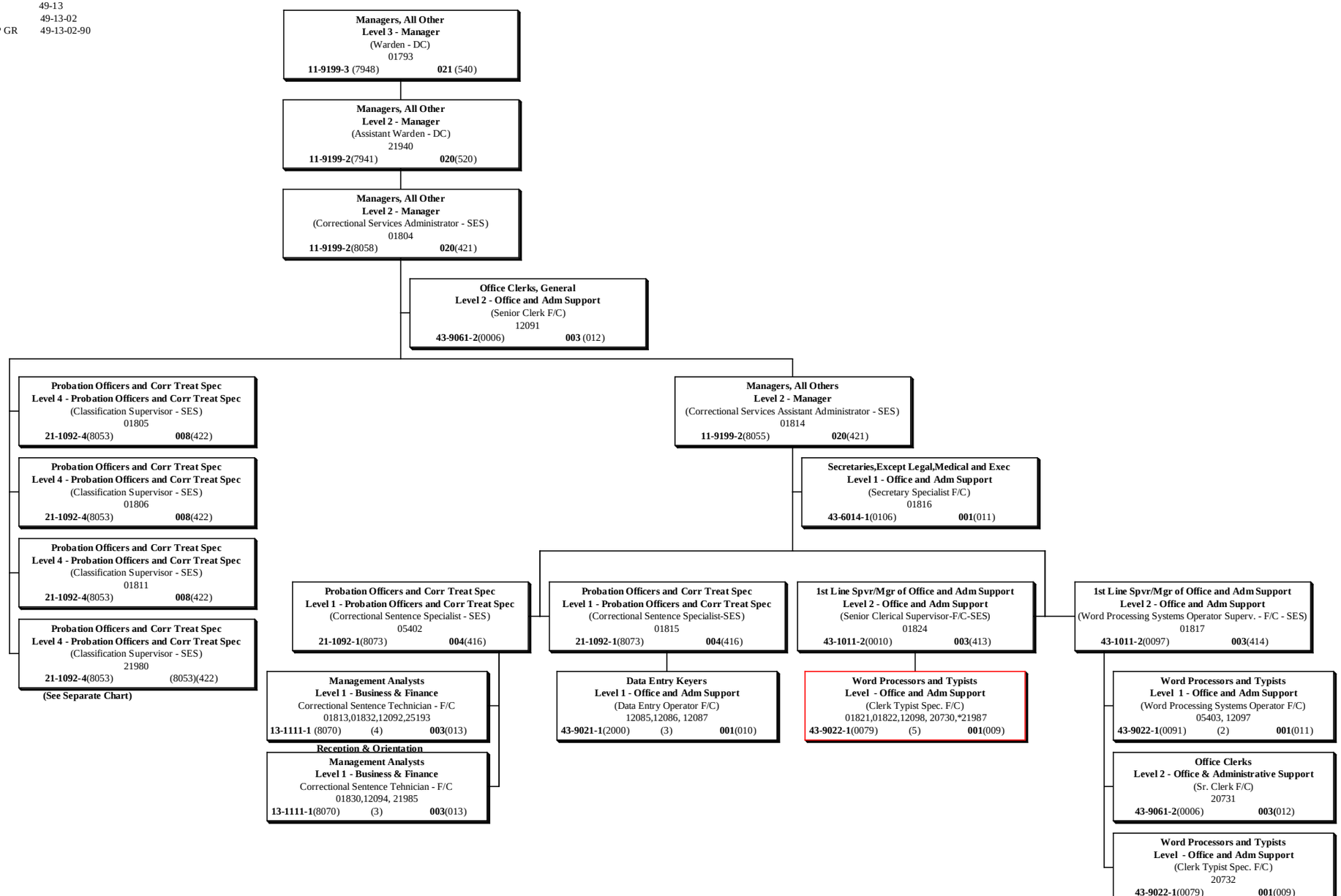


Logisticians - Level 2 (Stores Consultant-F/C) #36285 deleted due to outsourcing of Canteen services.

Department of Corrections	70
Security & Institutional Management	
Administrative Service Center	32
Region II	20
Reception Medical Center	09
Main Unit	49
Main-Classification & Records	49-13
Main-Reception & Orientation	49-13-02
Main-Classification & Orientation-E&P GR	49-13-02-90

Department of Corrections
Reception & Medical Center
Classification and Records (Records Room)

Submitted: 11-3-10
Verified by: Christie Green
Effective 10-29-10

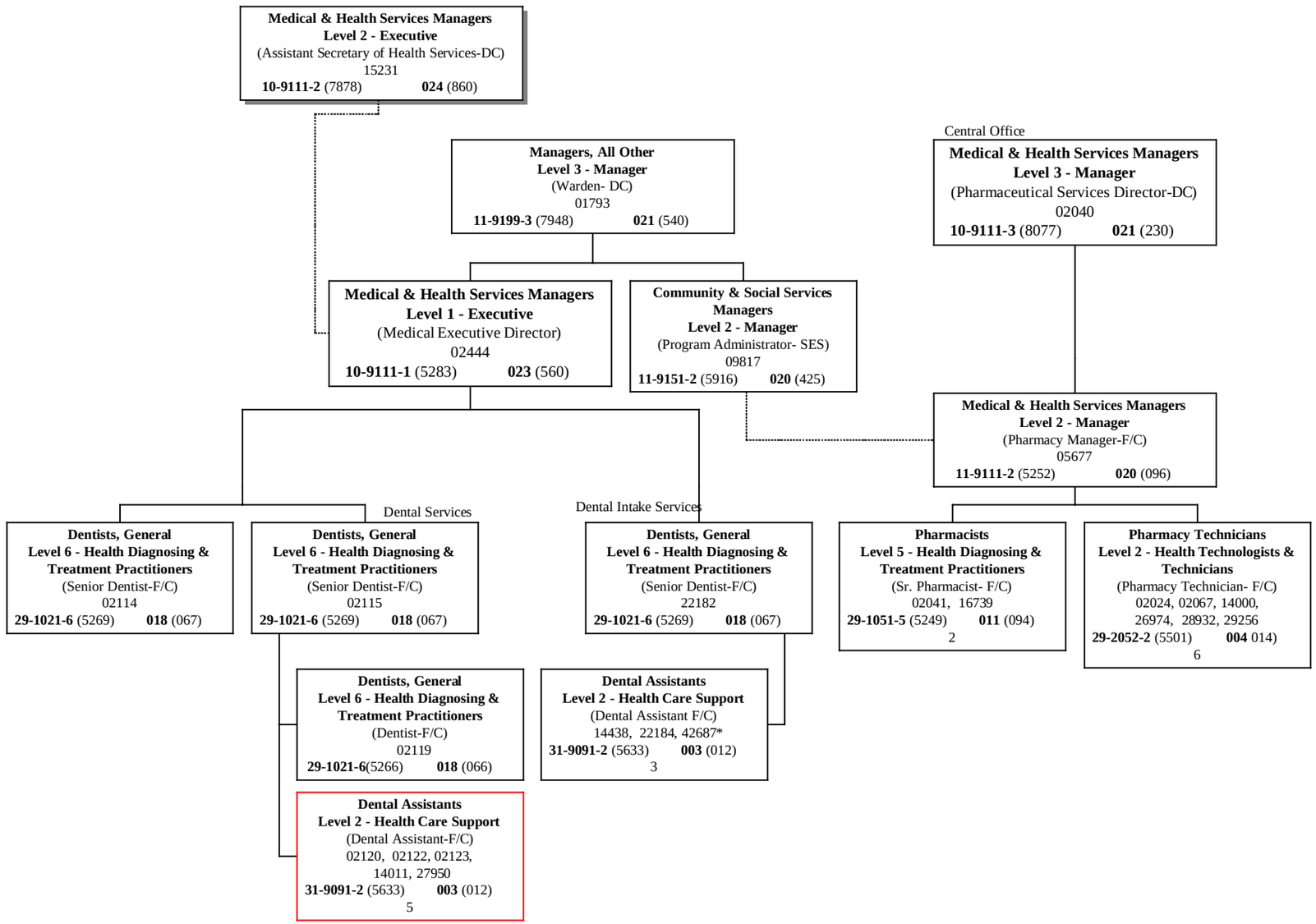


Clerk Typist Specialist F/c positions 21987 transferred from the West Unit to the Main Unit effective 10-29-10

Department of Corrections	70
Lake City Service Center	32
Region II	20
North Florida Reception Center	09
Main	49
Mental Services	28
Mental Inpatient Services	28/01
Mental Intake Services	28/02
Crisis Stabilization Unit	28/03
Transitional Care Unit	28/04
Dental Services	29
Dental Intake Services	29/01

Department of Corrections
Reception & Medical Center
Health Services-Dental & Pharmacy Services

Submitted: _____6/271/11
Verified: _____Brenda Williams_____
Effective: ____7/1/11



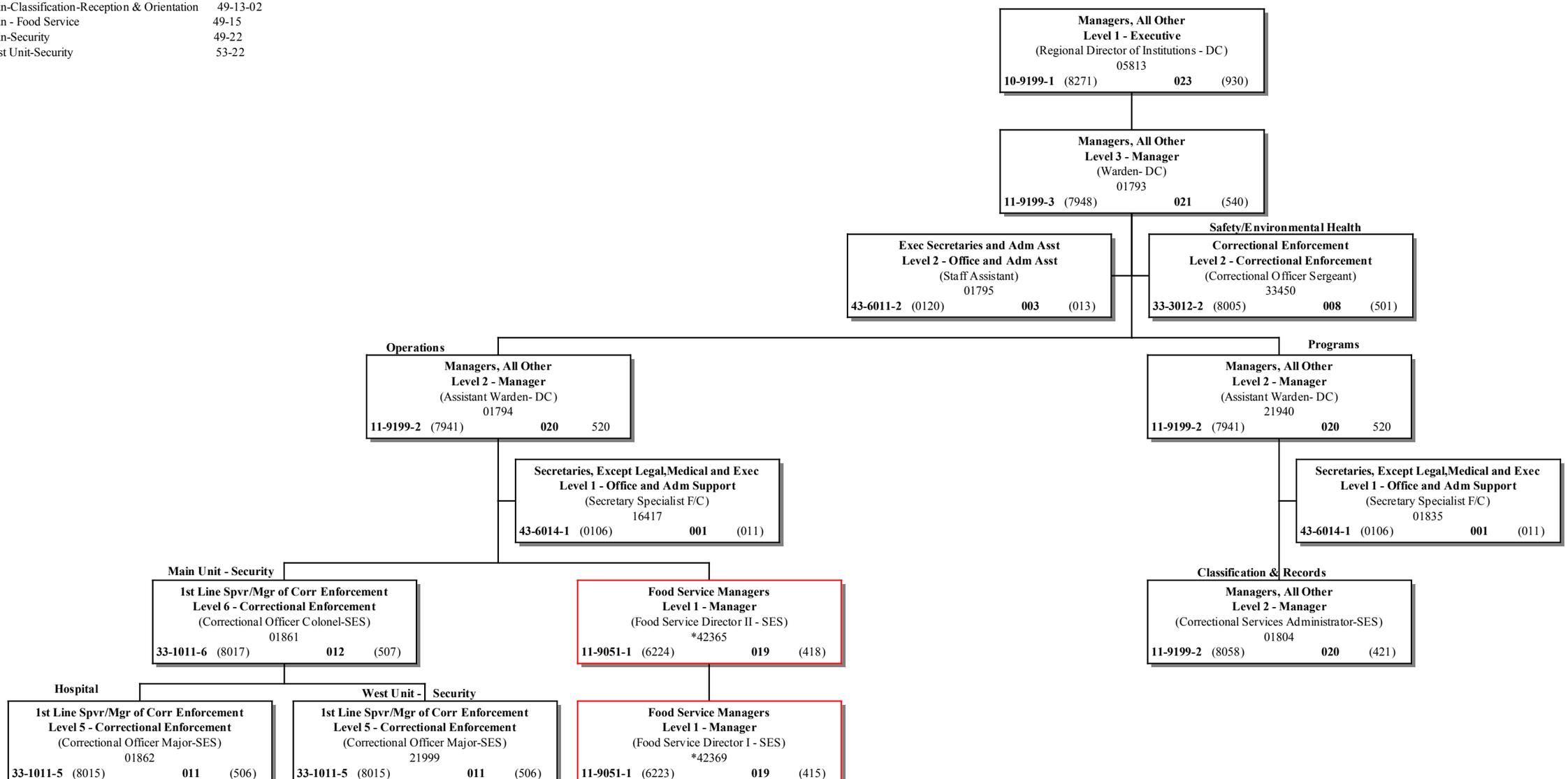
Dental Assistant F/C #16871 deleted in 2011 statewide deletions.

See Additional Charts for Hospital Services, Medical Services, Medical Records and Mental Health Services

Department of Corrections	70
Security & Institutional Management	
Administrative Service Center	32
Region II	20
Reception & Medical Center	09
Main-Warden's Office	49-01
Main-Warden's Office-Safety	49-01-05
Main-Classification-Reception & Orientation	49-13-02
Main - Food Service	49-15
Main-Security	49-22
West Unit-Security	53-22

DEPARATMENT OF CORRECTIONS
RECEPTION & MEDICAL CENTER
WARDEN'S OFFICE

Submitted: 7-9-09
Verified by: Christie Green
Effective: 7-10-09

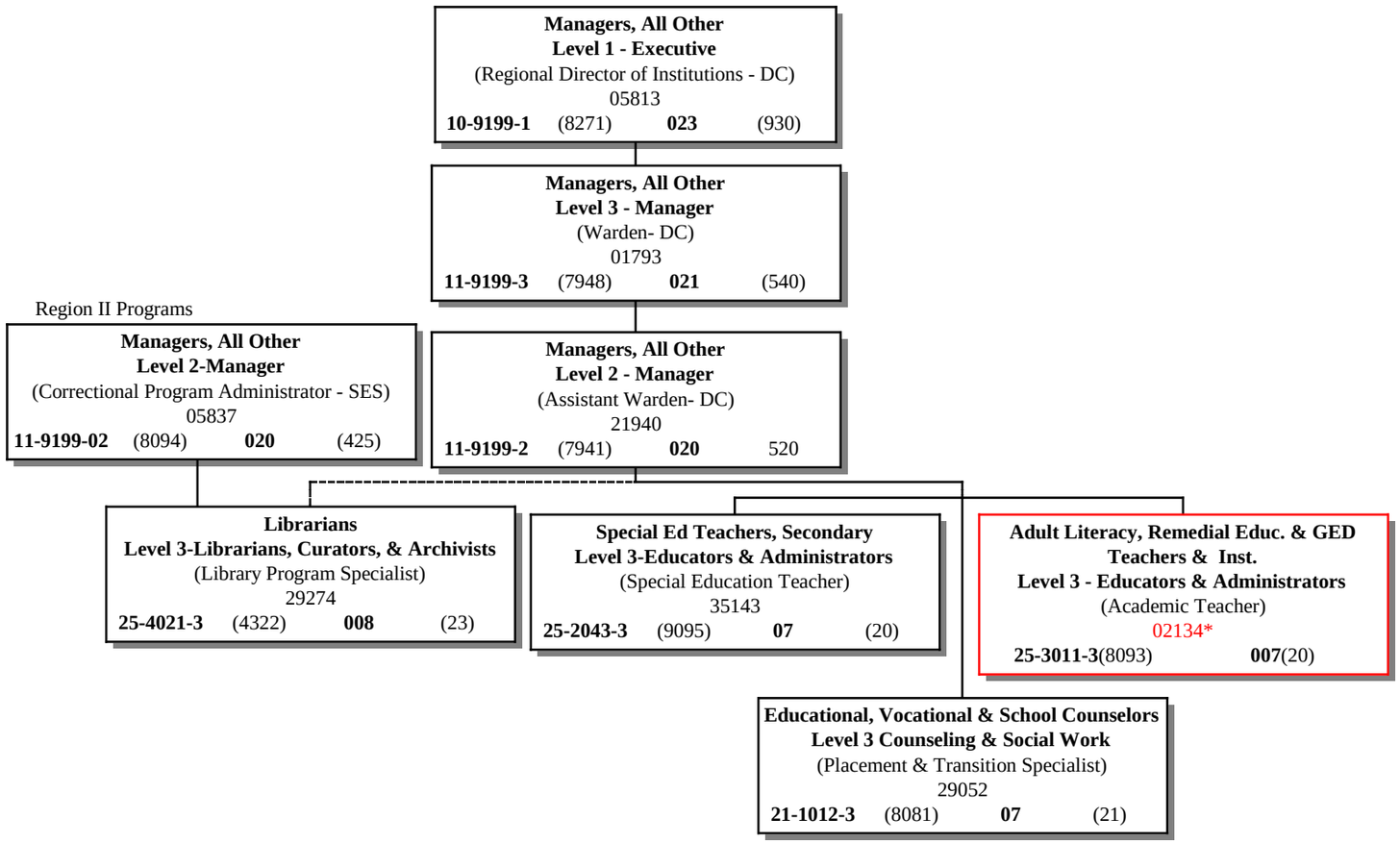


Established Food Service Director II - SES position 42365 and Food Service Director I - SES position 42369 effective 7-10-09

Department of Corrections	70
Lake City Service Center	32
Region II	20
North Florida Reception Center	09
Main	49
Library Services	30
Transition	33
Academic	37
Vocational	37/01
Administration	37/02

Department of Corrections
Reception and Medical Center
Program Services

Submitted: 5/19/2011
Verified: Brenda Williams
Effective: 6/10/11

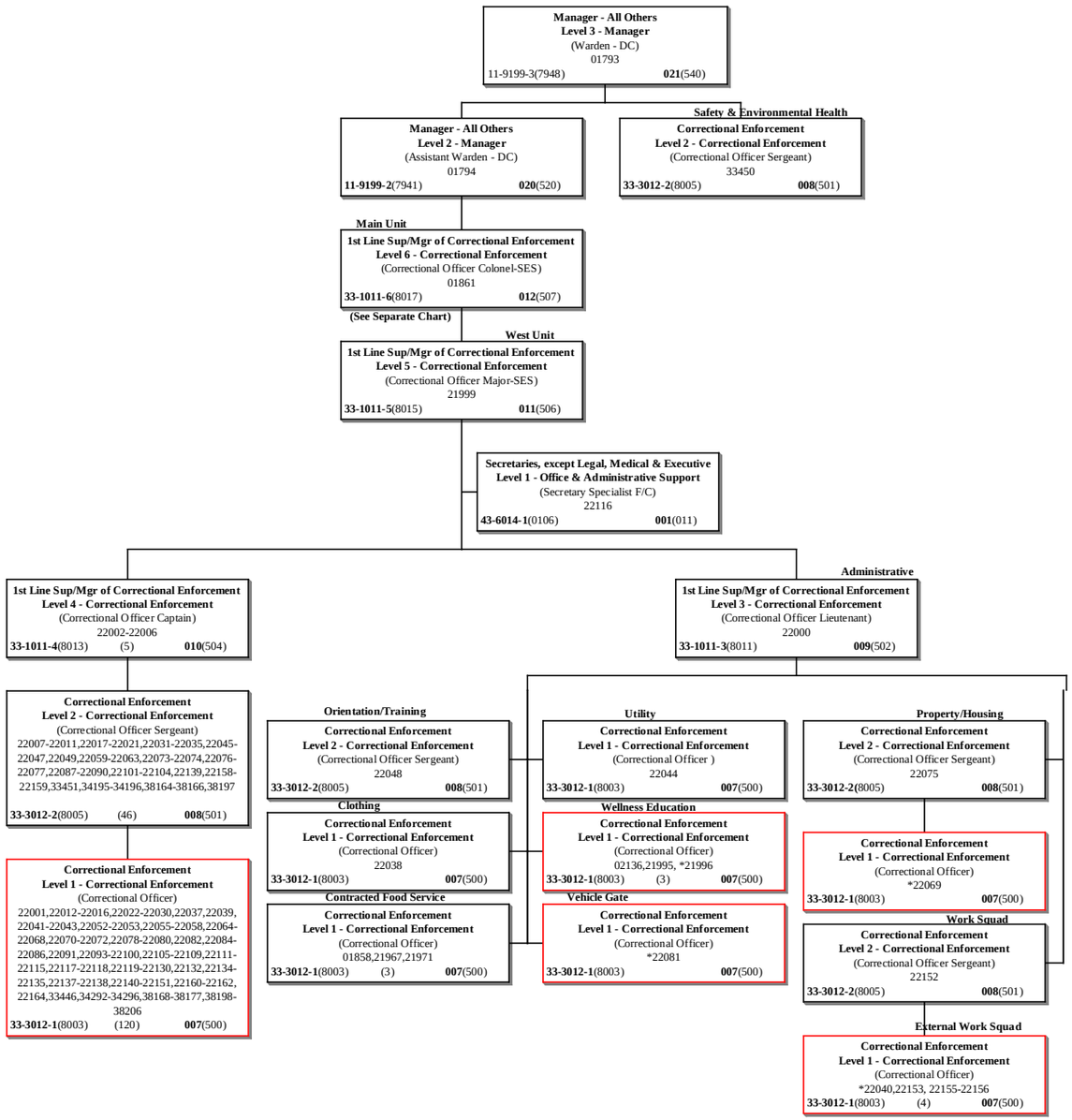


Wellness Education Specialist II F/C #02134 reclassified to Academic Teacher.

Department of Corrections	70
Administrative Service Center	32
Region II	20
Reception & Medical Center	09
Main Unit	49
West Unit	53
Security	22
Medical Escort	22/06
Internal Work Squad	22/11
External Work Squad	22/12
Contracted Food Service	22/15
Wellness Education	22/16

Department of Corrections
Reception & Medical Center
West Unit

Submitted: 4-25-11
Verified By: Pam Mills
Effective Date: 4-29-11



CO Sergeant positions 38167,38193-38196 and CO positions 22050,22051,22054,22083,22092,22110,22131,22133,22136 were deleted effective 4-29-11

Department of Corrections	70
Lake City Service Center	32
Region II	20
Reception & Medical Center	09
Main	49
Medical Services	27
Hospital Services	27/03
Pharmacy Services	27/05

Department of Corrections
Reception Medical Center
Health Services - Hospital Services

Submitted: _1/22/10
Verified: ____Brenda Williams__
Effective: __1/22/10

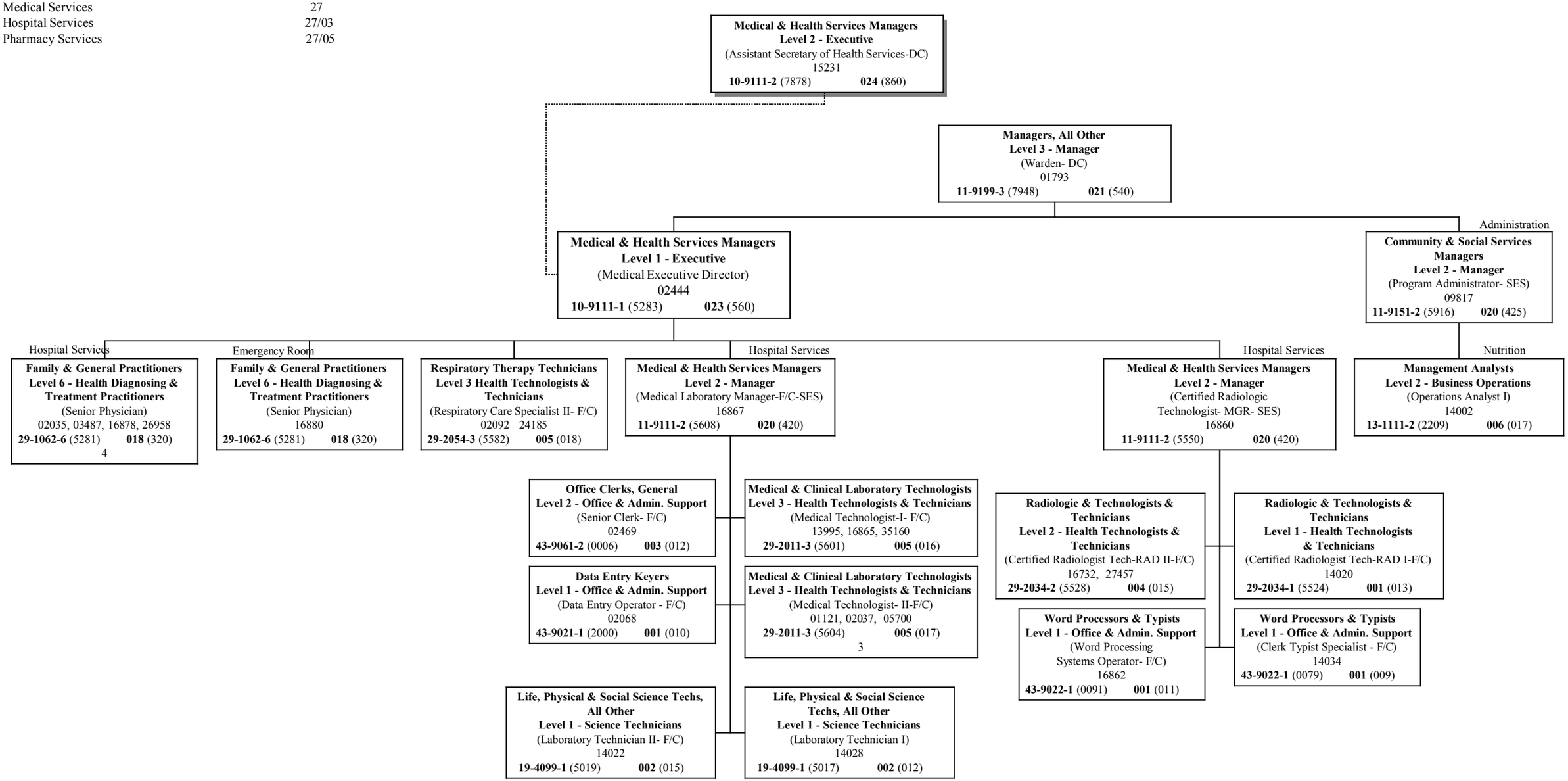


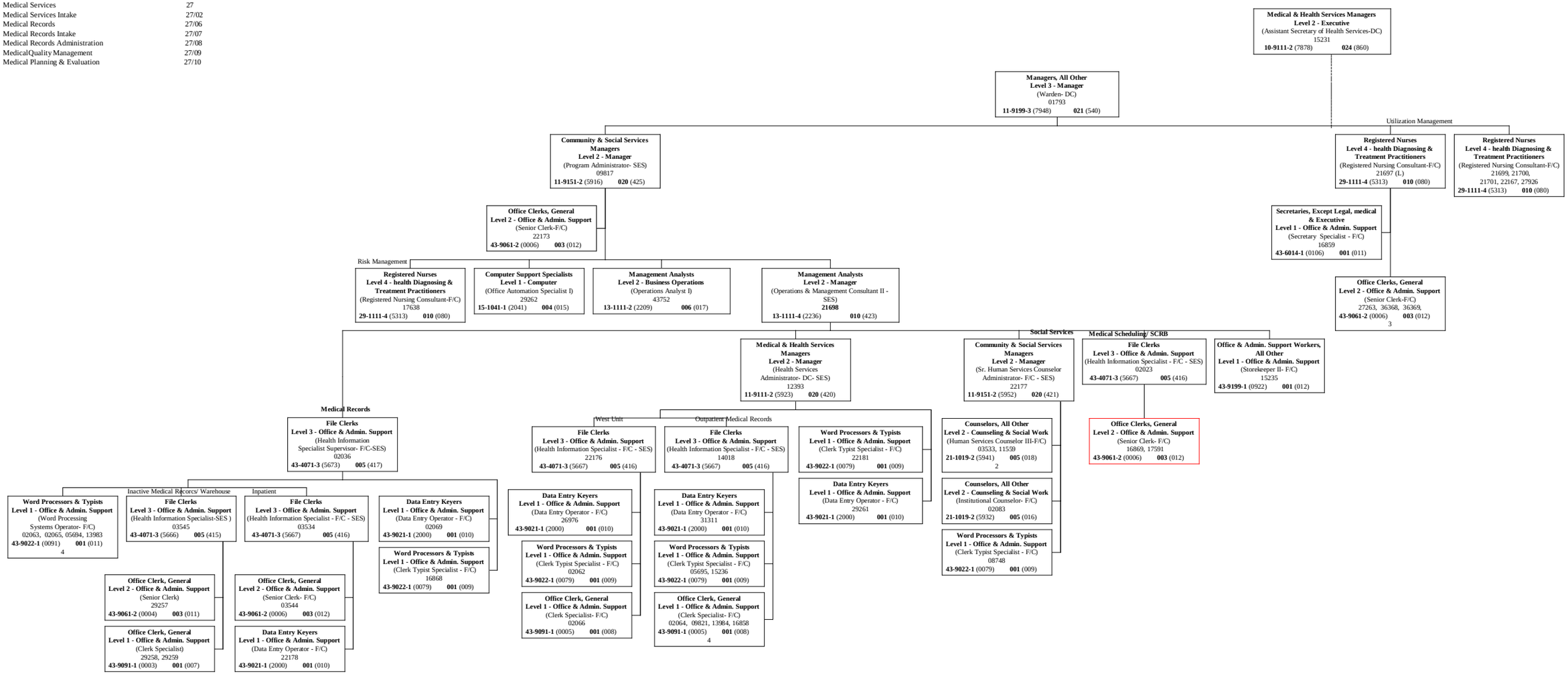
Chart updated to reflect correct reporting relationships.

See Additional Charts for Medical Services, Admin. &Medical Records, Mental, Dental & Pharmacy Services and Nursing Services

Department of Corrections	70
Lake City Service Center	32
Region II	20
Reception & Medical Center	09
Main	49
Medical Services	27
Medical Services Intake	27/02
Medical Records	27/06
Medical Records Intake	27/07
Medical Records Administration	27/08
Medical Quality Management	27/09
Medical Planning & Evaluation	27/10

Department of Corrections
Reception & Medical Center
Health Services Administration, Quality Managemen, Utilization Management & Medical Records

Submitted: ___7/1/11
Verfied: _____Brenda Williams__
Effective: 7/8/11



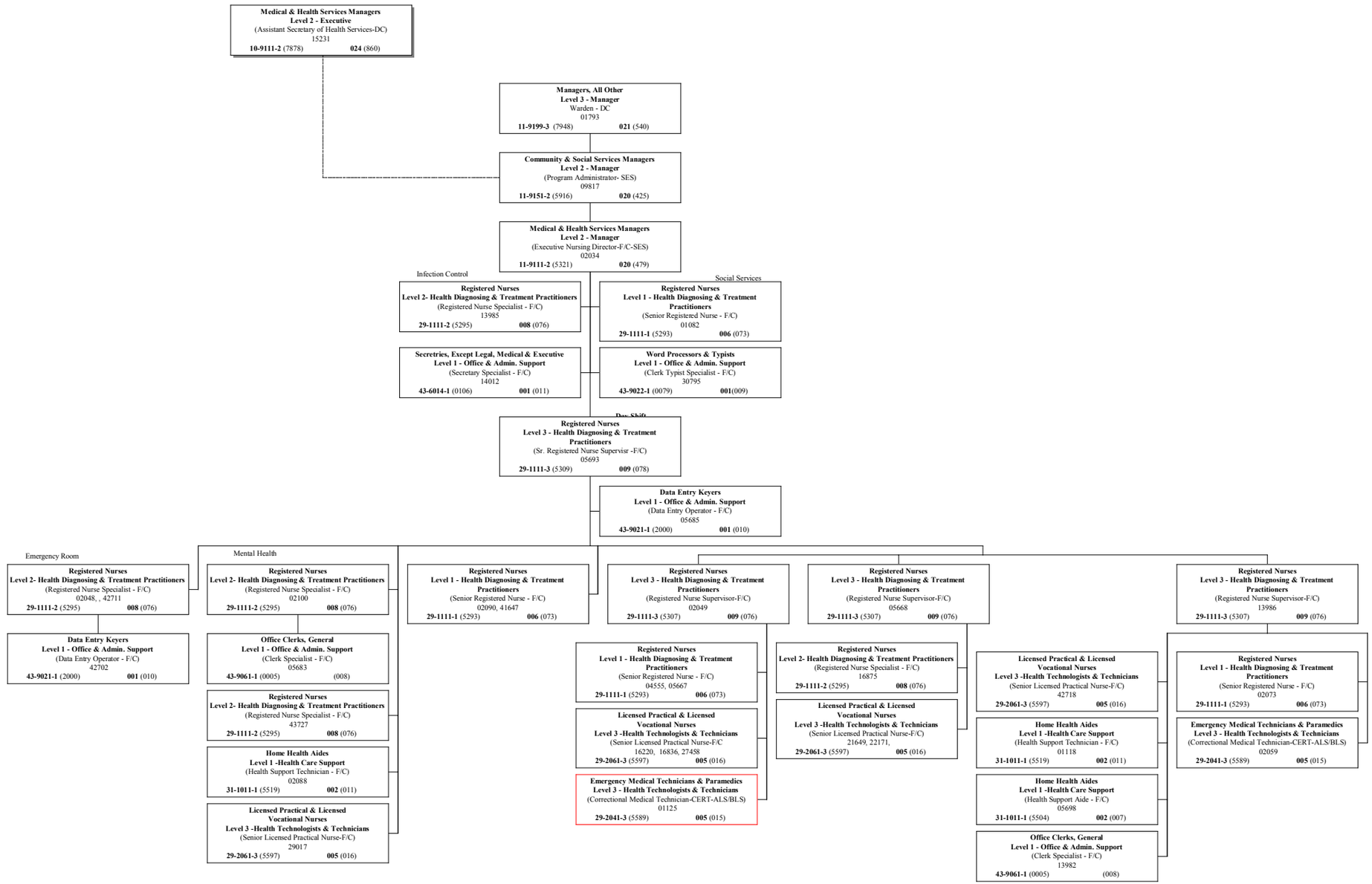
Sr. Clerk F/C #05694 deleted in 2011 statewide deletions.

See additional charts for Dental and Pharmacy; Hospital Services, Mental Health, Medical Services and Nursing Services

Department of Corrections 70
Lake City Service Center 32
Region II 20
North Florida Reception Center 09
Hospital 59
Medical Services 27
Mental Health 28

Department of Corrections
Reception & Medical Center
Hospital- Nursing Services
(Chart 1 of 2)

Submitted: 4/19/11
Verified: ____Brenda Williams_
Effectiv____4/15/11



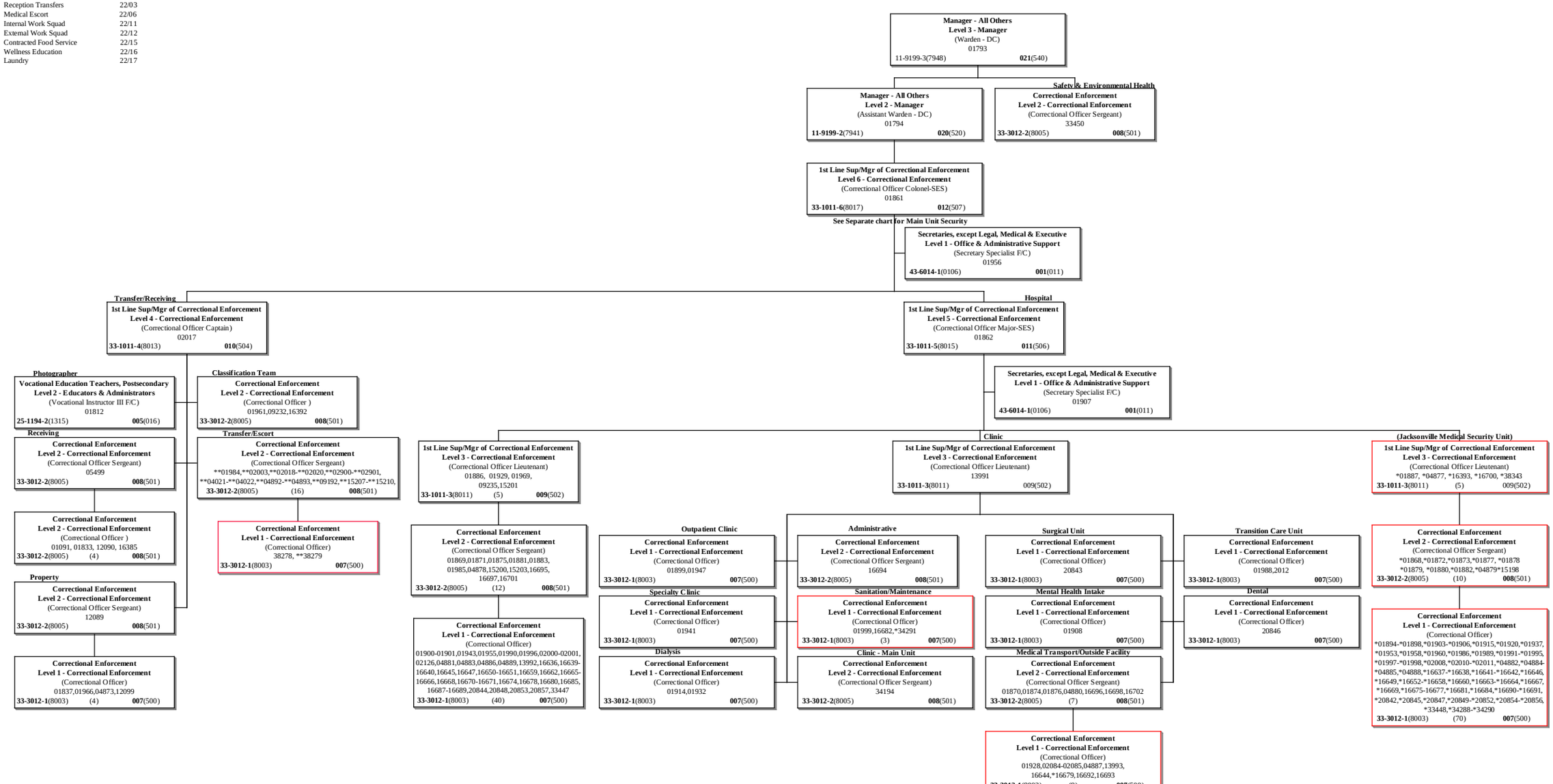
Corr Medical Tech-CERT ALS/BLS #02025 & 02078 reclassified to Corr Medical Tech-CERT and transferred to Main Medical Services.

See Additional Charts for Dental & Pharmacy, Hospital Services, Medical Services, Administration, Mental Health Services.

Department of Corrections	70
Administrative Service Center	32
Region II	20
Reception & Medical Center	09
Main Unit	49
Hospital	59
Security	22
Reception & Orientation	22/02
Reception Transfers	22/03
Medical Escort	22/06
Internal Work Squad	22/11
External Work Squad	22/12
Contracted Food Service	22/15
Wellness Education	22/16
Laundry	22/17

Department of Corrections
Reception & Medical Center
Transfer & Receiving Unit
Hospital / Jacksonville Medical Security Unit

Submitted 3-8-11
Verified By: Pam Mills
Effective Date: 3-4-11

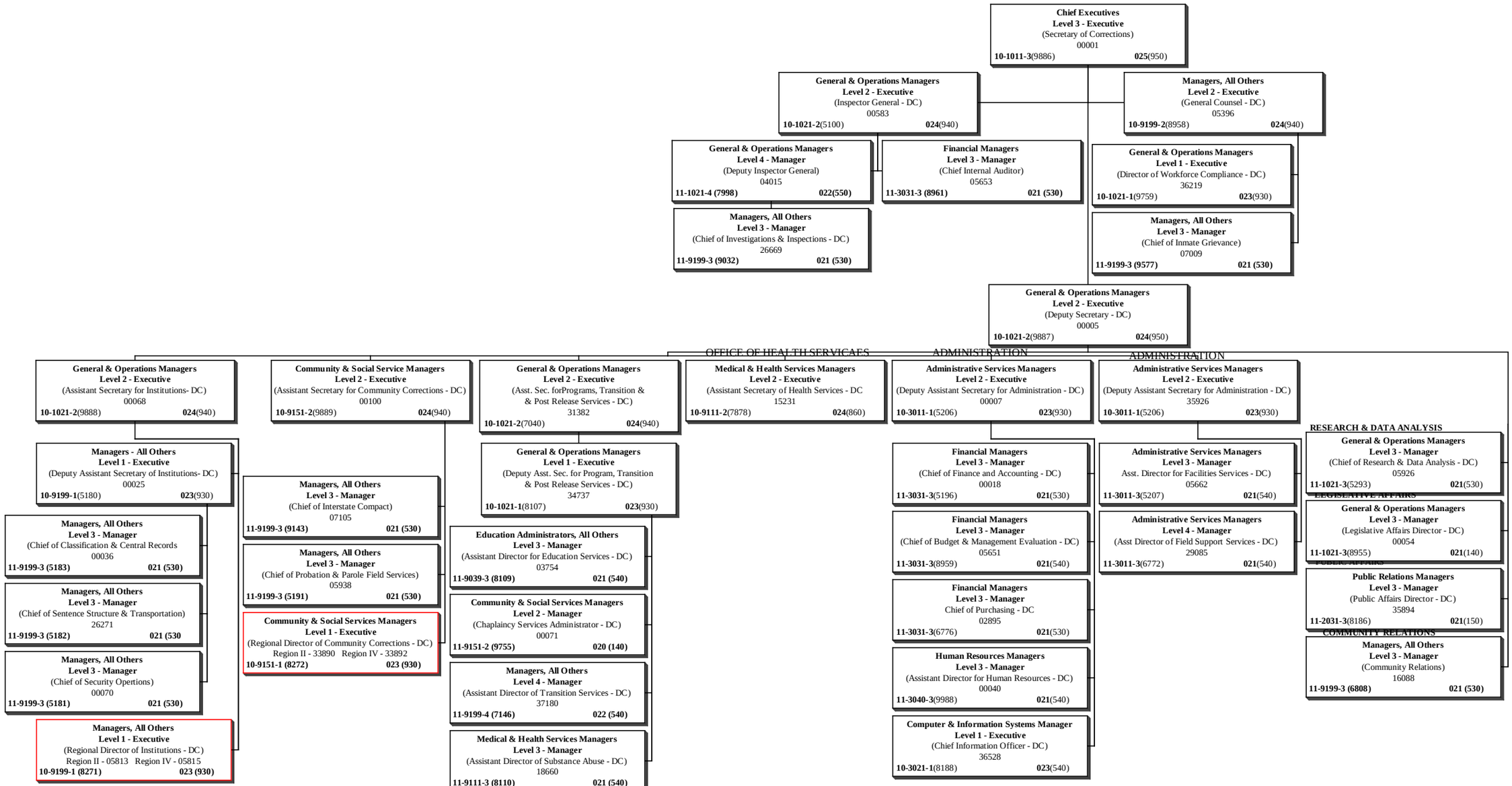


****CDL requirement** Removal of CDL Requirement for position 38278 effective 3-4-11

DEPARTMENT OF CORRECTIONS

Submitted: 8-8-11
Verified by: Christie Green
Effective: 7-1-11

CURRENT APPROVED



Position 03059 - Chief of Staff; Position 05940 - Deputy Assistant Secretary of Institutions, Position 11883 - Deputy Assistant Secretary of Health Services - Adm; Position 02031 - Deputy Assistant Secretary of Health Services; Position 05812, 33900 - Regional Director of Institutions and position s 33888, 33891 - Regional Directors of Community Corrections - DC effective 7-1-11

CORRECTIONS, DEPARTMENT OF

SECTION I: BUDGET	FISCAL YEAR 2012-13 OPERATING	FIXED CAPITAL OUTLAY
TOTAL ALL FUNDS GENERAL APPROPRIATIONS ACT	2,003,915,970	66,646,843
ADJUSTMENTS TO GENERAL APPROPRIATIONS ACT (Supplementals, Vetoes, Budget Amendments, etc.)	52,767,296	-30,500,000
FINAL BUDGET FOR AGENCY	2,056,683,266	36,146,843

SECTION II: ACTIVITIES * MEASURES	Number of Units	*(1) Unit Cost*	*(2) Expenditures (Allocated)*	*(3) FCO*
Executive Direction, Administrative Support and Information Technology (2)				0
Maintenance * Square footage of correctional facilities maintained	24,502,123	4.97	121,663,056	33,844,029
Dental Care * Average daily population	74,362	225.41	16,761,941	
Physical Health Care * Average daily population	74,362	2,255.84	167,749,005	
Mental Health Care * Average daily population	74,362	809.61	60,204,105	
Pharmacy Services * Number of prescriptions filled	1,882,965	36.24	68,247,699	
Contracted Comprehensive Health Care * Average daily population	15,665	789.78	12,371,877	
Community Hospital Treatment * Number of patient days of treatment	12,357	4,498.36	55,586,290	
Maintaining Security * Number of adult male inmates	100,234	10,950.97	1,097,659,193	2,119,660
Food Production * Number of pounds produced per year	10,400,630	0.12	1,197,120	
Food Service * Number of meals served to adult male inmates per year	96,859,320	0.72	69,418,657	
Transport * Number of inmates transported per year	373,478	9.49	3,543,040	
Supervise Inmate Work Activities * Number of inmate job assignments	53,515	611.45	32,721,707	
Classification * Number of inmate assessments per year	39,233	1,341.66	52,637,425	
Inmate Release * Number of inmates released per year	33,137	22.34	740,419	
Sentence Structure * Number of sentence structure actions per year	300,646	6.51	1,958,405	
Inmate Records * Number of inmate records maintained per year	134,533	14.62	1,967,327	
Director Of Security And Institutional Operations * Number of unannounced security audits per year	31	95,132.90	2,949,120	
Victims Assistance * Number of victim notifications per year	38,510	30.61	1,178,685	
Inspector General Investigations * Number of investigations completed per year	5,950	1,566.26	9,319,221	
Inmate Substance Abuse Program * Number of inmates participating in substance abuse programs	43,691	169.01	7,384,229	
General Equivalency Diploma * Number of inmates participating in General Equivalency Diploma (GED)	2,862	2,099.16	6,007,789	
Vocational Education Skills * Number of inmates participating in vocational education programs	4,677	1,072.05	5,013,975	
Basic Literacy Skills * Number of inmates participating in basic literacy programs	1,391	1,965.46	2,733,961	
Other Academic Skills * Number of inmates participating in academic education programs	7,009	786.01	5,509,153	
Library Services * Number of inmates participating in library services programs	1,423,736	1.17	1,665,371	
Transition Skills Training * Number of inmates participating in transition skills programs	48,617	95.13	4,624,743	
Faith-based Transitional Programs * Number of inmates participating in faith-based activities	43,294	65.99	2,856,967	
Instruct, Supervise, Investigate And Report * Number of offenders actively supervised in a year.	115,908	1,637.93	189,849,550	
Drug Testing * Number of random drug tests conducted on inmates per year	525,884	4.79	2,519,920	
Electronic Monitoring * Number of community supervision offenders actively supervised in a year with the use of an electronic monitoring device.	3,241	2,024.00	6,559,776	
Non-residential Substance Abuse Treatment * Number of offenders served per year	28,578	47.42	1,355,115	
Residential Substance Abuse * Number of offenders served per year	4,000	4,512.38	18,049,525	
Offender Interstate Movement * Number of interstate transfers per year	11,542	140.87	1,625,891	
TOTAL			2,033,630,257	35,963,689

SECTION III: RECONCILIATION TO BUDGET			
PASS THROUGHS			
TRANSFER - STATE AGENCIES			
AID TO LOCAL GOVERNMENTS			
PAYMENT OF PENSIONS, BENEFITS AND CLAIMS			
OTHER			
REVERSIONS		23,053,231	183,154
TOTAL BUDGET FOR AGENCY (Total Activities + Pass Throughs + Reversions) - Should equal Section I above. (4)		2,056,683,488	36,146,843

SCHEDULE XI/EXHIBIT VI: AGENCY-LEVEL UNIT COST SUMMARY

(1) Some activity unit costs may be overstated due to the allocation of double budgeted items.

(2) Expenditures associated with Executive Direction, Administrative Support and Information Technology have been allocated based on FTE. Other allocation methodologies could result in significantly different unit costs per activity.

(3) Information for FCO depicts amounts for current year appropriations only. Additional information and systems are needed to develop meaningful FCO unit costs.

(4) Final Budget for Agency and Total Budget for Agency may not equal due to rounding.

SCHEDULE XIIB: MAJOR OUTSOURCING AND PRIVATIZATION INITIATIVES EXCEEDING $10 MILLION INITIALLY UNDERTAKEN IN THE LAST FIVE YEARS

Schedule XII-B Cover Sheet and Agency Project Approval	
Agency: **Department of Corrections**	**Schedule XII-B Submission Date:**
Project Name: Contracted Comprehensive Health Services	**Is this project included in the Agency's LRPP?** **__X__ Yes**
FY 2014-2015 LBR Issue Code: n/a	**FY 2014-2015 LBR Issue Title: n/a**
Agency Contact for Schedule XII-B (Name, Phone #, and E-mail address): **Mark Tallent (850) 717-3434 Tallent.mark@mail.dc.state.fl.us**	
AGENCY APPROVAL SIGNATURES	
I am submitting the attached Schedule XII-B in support of our legislative budget request. I have reviewed and agree with the information in the attached Schedule XII-B.	
Agency Head: **Printed Name: Michael Crews**	**Date:** 10/2/13
Agency Chief Information Officer: ***(If applicable)*** **Printed Name: Douglas Smith**	**Date:** 10/2/13
Budget Officer: **Printed Name: Mark Tallent**	**Date:** 10/2/13
Planning Officer: **Printed Name: Tom Reimers**	**Date:** 10/3/13
Project Sponsor: **Printed Name: Tom Reimers**	**Date:** 10/3/13

SCHEDULE XIIB-1: MAJOR OUTSOURCING AND PRIVATIZATION INITIATIVES EXCEEDING $10 MILLION INITIALLY UNDERTAKEN IN THE LAST FIVE YEARS – BACKGROUND INFORMATION

Background Information
1. Provide a narrative summary describing the agency's decision to outsource or privatize the service or activity. Attach to Schedule XII-B copies of the original business case and cost benefit analysis. If these documents are unavailable, attach any documents which state the original intention of the outsourcing or privatization initiative that will detail its goals, objectives, and expected outcomes. Such documents may include (a) original legislative budget requests, (b) original budget amendments, (c) legislative presentations, or (d) agency planning documents.
Attached – original business case and cost benefit analysis.
2. Have the anticipated cost savings and benefits of the initiative been realized? Explain.
Yes. Total expenditures for FY 2012-2013 for Inmate Health Services = $406,370,324. Total appropriation for FY 2013-2014 for Inmate Health Services = $358,341,146. Reduction in appropriation = $48,029,178.
3. Provide a narrative description of the competitive solicitation used to outsource or privatize the service or activity. Attach a copy of any competitive solicitation documents, requests for quote(s), service level agreements, or similar documents issued by the agency for this competitive solicitation, which are deemed by the agency not to be confidential or exempt from public records requirements if available.
The Department issued two RFP #11-DC-8324 and 11-DC-8328 to provide for comprehensive healthcare services in Regions I, II, and III and Region IV, respectively. This was in response to SB2000, which requires the Department of Corrections to award contracts to private companies for the provision of health services. Attached are the competitive solicitation documents used.
4. Section 287.057(13)(a), *Florida Statutes*, allows for the renewal of contracts for commodities and contractual services for a period that may not exceed 3 years or the term of the original contract, whichever period is longer. Such renewals are contingent upon satisfactory performance evaluations by the agency and subject to the availability of funds. For the outsourced or privatized service or activity, identify the number of times the contract has been renewed and specify the renewal period of each. Attach a copy of the documentation verifying the contractor's satisfactory performance compliance required prior to each renewal.

n/a

5. For the outsourced or privatized service or activity, has the contractor satisfactorily complied with all service level requirements? Provide a narrative summary describing service level requirements compliance or noncompliance and the method used by the agency for monitoring progress in achieving the specified performance standards within the contract.
n/a
6. Describe any unexpected benefits from outsourcing or privatization of the service or activity.
n/a
7. Describe any unexpected problems or issues with the outsourcing or privatization of the service or activity.
n/a
8. Briefly describe your agency's overall level of satisfaction with the results of outsourcing or privatization of the service or activity.
n/a
9. What lessons learned should be shared with other agencies considering the outsourcing or privatization of a similar service or activity?
n/a

Business Case and Cost Benefit Analysis for Outsourcing Health Services Florida Department of Corrections April 5, 2012

Agency:

Florida Department of Corrections
501 South Calhoun Street
Tallahassee, FL 32399-2500

Project Contact Person:

Steven S. Ferst
Chief of Staff
Department of Corrections
501 South Calhoun Street
Tallahassee, FL 32399-2500

Executive Summary

The Department of Corrections (the "Department") is exploring options to develop an optimum health care delivery system for the 90,000+ inmates housed in Departmental institutions. As part of this analysis, the Department is interested in receiving private sector proposals to deliver statewide, comprehensive health care services.

Although Legislative Proviso in 2011, requested the Department privatize its health care services, such authorization is not required. The Department has its own authority to privatize health care, although funding from the Legislature would be needed. Section 20.315, F.S. provides:

> (12) PURCHASE OF SERVICES.—Whenever possible, the department, in accordance with the established program objectives and performance criteria, may contract for the provision of services by counties, municipalities, nonprofit corporations, and other entities capable of providing needed services, if services so provided are more cost-efficient, cost-effective, or timely than those provided by the department or available to it under existing law.

In addition, Section 287.0571, F.S., is not applicable to health care services. Section 287.0571(3)(a), F.S.

Nevertheless, a Business Case and Cost Benefit Analysis will aid the Legislature in determining the necessary funding for the Department's privatization efforts, and comply with the 2011 Legislative Proviso. Our analysis shall evaluate the feasibility, cost-effectiveness, and efficiency of outsourcing health services. Moreover, this business case analysis will present three options for the delivery of services. An analysis of each option as to cost-benefit, and the advantages and disadvantages thereof, is included. Finally, a recommendation of award concerning the current health services privatization procurement will be presented, along with a specific cost benefit analysis of the recommended vendor.

Background

Three years ago, the Department hired a new health services leadership team and implemented a number of private sector managed care strategies to address health care costs that were spiraling out of control. The new leadership team reviewed processes, streamlined and reorganized health services operations, and implemented managed care principles to achieve cost savings and increase efficiency. In addition, they developed collaborations with other agencies to cut costs and improve clinical outcomes.

As a result, in fiscal year 2008-2009, the Department substantially reduced health services expenditures by more than $24 million from the previous year and cut the inmate health services per diem from $13.05 to $11.85 ($396 million). In fiscal year 2009-2010, the per diem increased slightly to $11.87 ($414 million). However, a portion of the increase was due to investments in medical equipment and information technology upgrades. Our medical expenditures for the

fiscal year 2010-2011 were up slightly to $415, 922,757 for a per diem of $12.04. We project our fiscal year 2011-2012 health care expenditures at $404,261,062 for a per diem of $12.22.

Although the Department has done an effective job controlling health care costs over the past three years without sacrificing the quality of care, there are additional cost-cutting opportunities that could be implemented more effectively by organizations that are not bound by the limitations of State Government. With greater flexibility in areas such as recruitment and hiring, salaries and benefits, performance incentives, purchasing and the use of technology, a private sector organization might be able to offer a more efficient health care delivery system, thereby saving taxpayer dollars.

The Department has experience with outsourcing, especially in South Florida. Although past results have been mixed, the Department has learned many lessons from these previous outsourcing efforts. A number of other states have successfully contracted inmate health care services over the past few years. Information gleaned from these states was used, along with assistance from other state agencies, in the development of the current Request for Proposals. Finally, there are more private companies involved in correctional health care than there were in 2000 and 2005, when the Department issued its previous solicitations for outsourcing in South Florida. Increased competition will help ensure the State of Florida gets the best value for its investment.

Furthermore, in order to maximize competition and choice, the Department issued five separate procurements. One procurement for each of the four regions of health care services, and a procurement for a combination of Regions 1-3. In addition, the Department requested vendors provide four pricing options:

a. Proposals to operate with RMC Hospital and without the pharmacy
b. Proposals to operate without RMC Hospital and without the pharmacy
c. Proposals to operate with RMC Hospital and with the pharmacy
d. Proposals to operate without RMC Hospital and with the pharmacy

RMC Hospital, is a state licensed 100 bed inpatient hospital operated by the Department in Lake Butler, Florida. It is part of the RMC Correctional Institution (Reception and Medical Center) and, thus, fully secured within the Institution.

The Department wanted to give potential vendors the option of maximizing cost savings by allowing them the choice to submit proposals to continue operation of RMC Hospital or to utilize fully their own network of hospitals. In addition, the Department wanted to see if vendors could provide pharmacy services cheaper than the state.

Attached to this Business Case and Cost Benefit Analysis is the Summary Report of the health services procurement, along with the Department Secretary's recommendation of award. (See, Appendix A.) The Summary Report provides more detail about the procurement process and the prices submitted by the bidders.

Business Case Analysis

This business case analysis addresses the fifteen requirements outlined in Section 287.0571(4) (a-o), Florida Statutes.

1. A detailed description of the service or activity for which the outsourcing is proposed.

The Department is responsible for providing comprehensive health care services to inmates, including drugs, hospital services, contract staffing, independent physician services, lab/pathology services, radiology, ambulatory surgery, ambulance/private transport, and medical and office supplies. Currently, the Department delivers medical, dental, mental health and pharmacy services through a combination of state employees and contracted vendors. The Department's Office of Health Services had a fiscal year 2011-2012 operating budget of $329 Million, which includes 2,800 authorized full-time equivalents and 433 Other Personal Services positions (which are used to fill vacancies and other temporary needs). In addition, the Department anticipates restoration of $41.4 Million from the Region IV privatization for the Health Services program.

Health Care Standards

The Department is responsible for providing health care services in accordance with established standards of care. In Section 945, 6034, Florida Statutes, the Department is charged with developing a comprehensive health care system and promulgating all Department health care standards. The standards are outlined in statute, rule, procedure, and through a series of health services bulletins and care manuals.

Specific standards are based in large part on the results of three landmark cases. In *Estelle v. Gamble* (1978), the United State 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 national standard for correctional health care.

Two additional cases have had a major impact on the delivery of health care services in Florida's correctional institutions. The first, *Costello v. Wainwright*, dealt with prison overcrowding and inadequate medical care, and was litigated for 21 years. This litigation resulted in oversight by a Special Master and Monitor until the Federal Court's oversight was terminated in 1993. The Costello settlement led to the creation of the Correctional Medical Authority in 1986. Correctional Medical Authority provides an independent evaluation of the Department's provision of health care services by performing surveys at each of the Department's major correctional institutions.

In the *Osterback Close Management Litigation* (2001), a federal court entered a preliminary injunction implementing a revised Offer of Judgment wherein the Department agreed to reduce the number of its Close Management institutions (to provide better and more uniform staff training), increase recreational and educational opportunities, and improve mental health care

and initial mental screenings. At the heart of the judgment was the Department's agreement to implement Florida Administrative Code Rule 33-601.800, Close Management, which sets forth specific guidelines to ensure that the Department is complying with its constitutional duties. The injunction requiring implementation of the revised Offer of Judgment was lifted in 2008, as the court found that the Department was in compliance with constitutional requirements.

For more information on the Costello and Osterback settlements, see Appendix B.

Patient Profiles

Policy makers and independent auditing bodies that review the Department's health services operations have consistently noted the challenges inherent in providing health care services to inmates:

The Florida Senate
Issue Brief 2011-213, October 2010

> "The inmate population is typically not as healthy as the general American population. Many inmates have not exercised preventative medicine habits prior to entering prison, and this along with the stress and lack of stimulation of prison life tends to cause them to age quicker. These factors have led Florida and many other states to consider an inmate who is over 50 years old to be elderly. Aging inmates, and those with communicable diseases or other special medical conditions, require more extensive and expensive medical treatment. Florida has a higher percentage of elderly inmates than many other states, in part because there is no possibility of parole for crimes committed after 1983."

Correctional Medical Authority
2009-2010 Annual Report and Report on Aging Inmates, December 2010

> "Many inmates come into prison with poor health status due to lack of preventive medical and dental care, untreated chronic disease, mental illness, years of substance (alcohol, drugs, tobacco) abuse, and the effects of previous incarcerations. The generally poorer health status of inmates and the aging population combined with the increasing cost of health care has resulted in medical care being a primary contributor to steadily increasing correctional budgets. The logistics of providing care to inmates has also been complicated by forces at work in the community at large including a shortage of doctors and nurses, the cost of prescription medications, and evolving models of health care delivery."

Office of Program Policy Analysis and Government Accountability (OPPAGA)
Report No. 09-07, January 2009

> "Inmates often arrive at Florida's correctional facilities with an array of medical problems, including chronic or infectious diseases, mental health conditions, and substance abuse or alcohol disorders."

These observations are supported by the number of inmates needing complex medical or mental health services.

Selected Inmate Statistics as of February 29, 2012

	# Inmates - DOC	# Inmates - Private Facilities	Total # Inmates
Population	90,271	10,056	100,327
Number Pyschological Grade 3 and Above*	12,478	819	13,297
Number Medical Grade 3 and above*	10,262	394	10,656
Number HIV Positive	2,756	138	2,894
Number Aged 50 and Over	16,689	1,307	17,996
Number of Women**	6,384	1,512	7,896

*See Appendix C

**Women typically have more encounters per patient than men

Network of Care

The Department ensures inmates have access to health care services and receive adequate care from the time they are transferred from the county jails until they reach end-of-sentence and are discharged back into the community. The major components of the Department health care system are as follows:

Screening at Reception Centers

All inmates are screened at a reception center after intake from the county jail. Screening includes a physical examination (including laboratory tests and x-rays as required), visual dental examination (with x-rays and treatment when determined to be medically necessary by the dentist), and a mental health evaluation to determine the inmates psychological functioning level.

Inmates are assigned medical, mental health, work assignment, transportation and impairment grades based on a standard grading system (see Appendix C).

After this process is completed, inmates are assigned to a "permanent" institution based on security requirements and their medical, mental health, work, transportation and impairment grades. Inmates are often moved numerous times during incarceration.

Medical Care

Within each major correctional institution, the Department provides primary care using a core staff of clinicians (physicians, ARNPs, etc.) nurses, mental health and dental professionals and administrators. The health services team provides care to inmates who are housed within the institution, and to those who are assigned to work camps and work release centers that are under the supervision of the institution. A Chief Health Officer oversees the delivery of health care services and ensures inmates have access to appropriate care**.** Services include: sick call, periodic screenings, chronic illness clinics, and infirmary care. The health services team provides medical care in the dorms for inmates who are in confinement. Each health services unit also has a basic emergency room.

The Department contracts with more than 160 vendors to provide health care goods and services. This includes ancillary services such as radiology, labs, pathology, dialysis, physical and respiratory therapy, as well as temporary staffing agencies and locum tenens. The Department contracts with specialists to provide secondary care at outpatient clinics at reception centers whenever possible (which saves transport and security costs). Other services are provided in physician's offices and same-day surgery centers in the community. In addition to the prison hospital at Reception and Medical Center, the Department has secure hospital units at Memorial Hospital in Jacksonville and Kendall Hospital in Miami.

Hospital services are both contractual and non-contractual (some refuse to enter into contracts with the Department). The Department sought and obtained Proviso language in fiscal year 2008-2009 limiting reimbursement for non-contracted services (both hospital charges and in-hospital physician charges) to 110% of Medicare. In fiscal year 2009-2010, this became statute and was expanded to all non-contracted services (resulting in savings of $24 million that year). To date, the Department has avoided $91,948,186 in health care costs as a result of this statue; and an additional $20,456,001 as a result of the proviso.

Nursing Services

Nurses play a critical role in ensuring inmates receive access to appropriate care and continuity of care. The Department provides nursing services 24 hours per day, 7 days per week at most institutions. Services are provided in accordance with the Florida Nurse Practice Act, Chapter 464, F.S., Chapter 64B-9, Florida Administrative Code, American Correctional Association Standards, and American Nurses Association Standards of Nursing Practice in Correctional Facilities. There are currently 1,371 professional, para-professional and technical nursing positions. Nursing services are evaluated statewide by the Regional Registered Nurse

Consultants who perform site visits and conduct training for institutional staff. Nursing is also responsible for monitoring and reporting diseases to the Department of Health.

Nurses perform a variety of services in correctional institutions, including, but not limited to:

- Receiving
- Transferring
- Referrals to provider for care needed that is out of the scope of practice of the nurse
- Sick call- to include triaging and utilizing nursing protocols for inmate complaint
- Call out-nursing prepares charts, gathers data for the provider
- Emergency response
- Medication administration-includes Keep on Person medication
- Utilization Management
- Monitoring prescribed diet compliance
- Inmate education-communicable diseases, self- exams, orientation to health services
- Infection control-employee & inmate TB , prevalence walks, outbreak management, communicable disease
- Special housing rounds-administer medication, sick call, emergencies
- Quality Management
- Post-use of force exams
- Alleged sexual assault data collection
- Self-harm observation assessments
- Infirmary care
- Training inmate assistants for impaired inmates
- Phlebotomy
- End of sentence summary
- Mental health care in-patient and out-patient services
- Restraint check
- Documentation

Dental Services

The Department's dental health system places emphasis on preventive/oral hygiene practices, as such practices are of primary concern in ensuring good dental health, good physical health, and cost containment. Included are: emergency and urgent dental care, restorative, endodontics, removable prosthetics (partial and complete), minor periodontics, oral surgery, and other specialized dental treatment as required.

A standardized program of emergency, urgent and routine comprehensive dentistry must be made available to all inmates, although not every Department location is staffed and equipped to provide dental care. If an inmate is housed in a road prison, work/forestry camp or work release center, he or she is transported/transferred to an institution when in need of dental health care. Each primary facility has on-site dental operatories with equipment and staffing.

Dental Service requirements are established in Chapter 33-402.101, Florida Administrative Code. This rule specifies that "the Department of Corrections Office of Health Services shall ensure that a comprehensive program of dental services, supervised by a dentist, is available to all inmates under its jurisdiction." The dental program includes emergency dental services, urgent dental services, preventative dental services and routine dental services, as follows:

- Emergency dental services include treatment for trauma, control of bleeding, and acute infection. Emergency dental services are available to inmates 24-hours a day.
- Urgent dental services include treatment for chipped teeth, tooth pain, lost crowns or fillings, or broken dentures. All Department of Corrections dental clinics hold daily sick call, when a dentist is available, to provide dental access to those inmates who cannot wait for a routine appointment but do not meet the criteria for emergency dental services.
- Preventative dental services include oral (mouth) exams and regular oral hygiene. The Department of Corrections provides each inmate oral hygiene supplies including a toothbrush and a toothpaste containing fluoride. The inmate also receives education in the use of oral hygiene supplies.
- Routine dental services are available by request and include examination, diagnosis, and treatment provided per a written treatment plan. Oral surgery is also available to all inmates; however, oral surgery for purely cosmetic reasons will not be performed. Orthodontics or the treatment of misaligned teeth is excluded from routine services and is not provided unless the lack of orthodontic services adversely affects an inmate's health.

Mental Health Services

The mission of the Department's mental health services is to provide constitutionally adequate care. Chapter 33-404, Florida Administrative Code recognizes that mental health services available to inmates are those services and activities that are provided to inmates as part of their health care for the purpose of:

- Identifying inmates who are experiencing disabling symptoms of mental disorder that impairs their ability to function adequately within the general inmate population.
- Alleviating disabling symptoms of mental disorders.
- Assisting inmates with mental disorders or mental retardation to adjust to the demands of prison life.
- Assisting inmates with mental disorders or mental retardation to maintain a level or personal and social function that will enable them to remain in or be returned to the general population. Thus, treatment provided does not emphasize the mentally disordered inmate's exclusion from the community, but their functioning as part of it.
- Providing mental health services to mentally retarded inmates who have problems related to their disabilities which impair their ability to function within the prison environment.
- Providing aftercare planning and mental health education to facilitate the inmate's follow-up care in the community and to promote better mental health and overall adjustment after release to the community.

This delivery of mental health services begins with Intake Mental Health Screening and Evaluation at the reception centers. Every inmate is offered a mental health evaluation, which includes but is not limited to psychological testing within fourteen days of arriving in the prison system.

Each prison is also classified according to the mental health grades that it can house. This system helps ensure that adequate treatment resources will be available to inmates commensurate with their clinical needs.

The Department provides five levels of mental health care to ensure availability of timely and appropriate mental health services. The first level of care is outpatient care. It involves regular monitoring, evaluation, group counseling, individual counseling and psychotropic medications, when clinically indicated. Inmates generally reside in the prison community and report to the institutional health clinic to receive medications or other mental health services.

The next level of care is infirmary mental health care. It is the least restrictive of four levels of inpatient mental health care and consists of brief admission to the institutional infirmary for inmates residing in the general prison community. Infirmary mental health care is indicated whenever mental health staff determines that an inmate who is residing in the general prison community presents with mental health problems or conditions that cannot be safely or effectively managed on an outpatient basis. Admission to infirmary mental health care is often precipitated by a mental health crisis involving an assessed risk of self-injurious behavior. An inmate may be transferred to an inpatient mental health unit, typically a crisis stabilization unit, if clinically indicated.

Inmates requiring acute stabilization services receive care at a crisis stabilization unit. This involves admission to a secure highly structured, mental health unit that is separate from the general prison community. If the inmate's condition stabilizes to the point that he/she can be safely discharged, he/she will typically be transferred to a lower level of inpatient care, which is a transitional care unit.

A transitional care unit is appropriate for inmates who require more intensive services than those that can be provided in outpatient or infirmary mental health care, but whose condition is not so acute as to require care in a crisis stabilization unit. Inmates in a Transitional Care Unit typically remain in the unit for extended periods. Some remain for years because their level of functioning does not reach the threshold required for discharge to outpatient care. If the inmate who is assigned to a crisis stabilization unit requires a higher level of care, he/she is referred for admission to acute inpatient mental health care.

Acute inpatient mental health care is provided at a Corrections Mental Health Treatment Facility, which is an extended treatment or hospitalization-level unit within the corrections system that provides acute psychiatric care. Treatment at a Corrections Mental Health Treatment Facility may include involuntary treatment and therapeutic intervention in contrast to less intensive levels of care such as outpatient mental health care, transitional mental health care, or crisis stabilization care. Admission to a Corrections Mental Health Treatment Facility requires judicial commitment, which lasts for six months. Staff may request additional commitments in six month increments indefinitely, commensurate with the inmate's ongoing needs assessment.

Except for circumstances involving an imminent threat of serious harm to self or others, provision of mental health services requires the voluntary, written consent of the inmate after staff has advised him/her of the limits of confidentiality. Mental health services may be provided involuntarily, on an episodic, case-by-case basis, when it is necessary to do so in order to protect the inmate or others from imminent threat of serious harm, or on a longer term basis by court order.

Inmates are ensured timely access to available mental health services as follows:

- All inmates are advised verbally and in writing of the availability of mental health services and how to access those services.
- Inmates can see a mental health provider by completing an inmate request form or by declaring a mental health emergency.
- Department of Corrections staff refer inmates for mental health services should they observe behavior that may be indicative of a mental health emergency.

Agency policy requires periodic evaluation of inmates considered at risk for developing symptoms of a mental disorder. For example, all inmates must receive a mental health evaluation after placement in confinement, and periodically thereafter.

All staff receives annual training in recognizing and immediately reporting behaviors that may suggest risk for suicide or serious self-injurious behavior.

Inmates receiving ongoing mental health treatment are assigned diagnoses in accordance with the guidelines in the Diagnostic and Statistical Manual of Mental Disorders (DSM-IV-TR). Inmates have access to necessary treatment for their diagnosed mental disorders commensurate with their identified mental health needs, level of adaptive functioning, and prerelease continuity of care planning.

Pharmacy Services

The Department maintains three regional pharmacies and a pharmacy at the prison hospital at Reception and Medical Center in Lake Butler. Most medications are purchased through the Minnesota Multi-State Contracting Alliance for Pharmacy. HIV drugs for certain inmates are purchased through the Federal 340b prescription pricing program. The regional pharmacies fill orders from the institutions, and nurses distribute the drugs from a secure medication room at each institution, or in confinement areas as required.

For security and control purposes, the Department distributes many medications in blister packs; therefore, many drugs that are purchased in bulk must be repackaged. Repackaging is handled through an interagency agreement with the Department of Health, which repackages the bulk drugs into cards of 30 (at a cost of $0.60 per card) or 60 count ($0.70 per card). Once the repackaging is completed the Department of Health ships the repackaged order of blister cards to the Department pharmacies. The Department's pharmacies dispense these medications and ship the dispensed prescriptions to the appropriate correctional institutions. Upon receipt at the correctional institutions, the health services staff checks in the order and disperses the prescriptions to the inmates when appropriate. If appropriate and compliant with Florida Statutes

and Rules, these blister cards can be returned to the pharmacies, credited, and reused, further reducing the health care costs.

The Department has a medication formulary system that provides a method for medical staff to evaluate, appraise, and select those medicinal drugs or proprietary preparations which are, in the medical staff's clinical judgment, most useful in patient care. The formulary system is updated and reviewed through the Clinical Quality Management Pharmacy Services Group (Pharmacy and Therapeutics Committee). The Departmental drug formulary was developed to utilize the most cost-effective medications available and to track usage of non-formulary items. It includes various treatment guidelines/algorithms that must be adhered to by clinicians. Generic drugs that are considered equivalent and appropriate for substitution are used whenever possible to help save costs.

Practitioner and pharmacist adherence to the formulary system is essential in providing quality health care at the most economical price. Prescribers must comply with the formulary system. The Department uses a "Drug Exception Request" form to review requests for the use of non-formulary items. For an item to be added to the formulary, it must have the approval of the Pharmacy and Therapeutics Committee.

Utilization Management

All specialty and hospital care must be approved by the Department's Utilization Management team. Utilization Management nurses and physicians review all requests, ensure only clinically appropriate care is provided, and oversee hospital admissions and discharges.

The Department's Utilization Management Program was overhauled in 2008: at that time, regional utilization management nursing positions were created to review all consults for medical necessity and triage approved elective consults to the most cost effective setting; and a new, internal utilization management information system was implemented. Further enhancements were made in 2010, when the Department established "gatekeeper" physicians (Hospitalists) at RMC Hospital, Memorial Jacksonville and Kendall (and in January 2011 at Ocala Regional Medical Center) to limit unnecessary and/or redundant cross referrals and to shorten length of stay.

The Utilization Management program is designed to:

- Maintain quality health care services while identifying and addressing excessive or unnecessary use of resources as well as unnecessary or invalid restrictions in the use of resources.
- Maintain a management information system which provides a valid basis for administrative decision making.
- Maximize the utilization of both department and contract health care services.
- Manage the volume of services utilized by each institution or region.

Utilization Management ensures inmates receive adequate health care that is delivered in a timely cost-effective manner. The guidelines used for evaluation of medical care are formulated

using a review of the current medical literature, consideration of medical community standards, and an awareness of the unique circumstances of the offender population.

The Utilization Management staff determines whether referrals meet Department guidelines. They will either authorize, or deny authorization for the requested medical service. Utilization Management staff authorizes all elective inpatient and outpatient hospital admissions, including designating the provider who will perform the procedure and the facility in which the procedure will be performed.

When the Utilization Management nurses need higher-level assistance in making a determination, the Physician Advisor (currently the Region II Regional Medical Executive Director) is consulted to render clinical opinions as to medical necessity or appropriateness. The Physician Advisor is consulted for cases where there are questions as to whether the case meets the guidelines or where there are unusual circumstances (examples: bone marrow transplant, heart valve replacements, etc.). Such opinions are not based on cost considerations. The Physician Advisor also reviews a sample of utilization management determinations on a regular basis for clinical necessity/appropriateness/timeliness.

Medical Records and Health Systems Management

A comprehensive health record (including medical, dental and mental health components) is maintained on every person committed to the custody and care of the Department. The information in the health record is considered protected health information (PHI) and is maintained and protected according to the Health Insurance Portability and Accountability Act Privacy Rule of 1996. The health record is initiated during the reception process and contains all information of health care provided during the prison term. A comprehensive health record provides a current, concise and comprehensive account of each inmate's health history.

All inmate medical, mental health and dental appointments, as well as community care information and laboratory procedures must be entered into the Department's Offender-Based Information System (OBIS), the mainframe system that captures inmate information, including movement, gain time and scheduling. This process begins at reception, where staff enters information on the physical exam, dental screening, psychological screening, and initial profile.

Quality Management/Risk Management

The purpose of Quality Management is to provide a program that evaluates and improve the health of inmates and the communities to which they return; increase the efficiency of health services delivery; strengthen organizational effectiveness; and reduce the risk of adverse legal judgments. Per Section 945.6032, Florida Statutes, *Quality Management Program Requirements* and Section 945.6034, Florida Statutes, *Minimum Health Care Standards*; the Department is required to have a quality management system and procedures, as well as a medical review committee and a quality management system that is overseen by the Correctional Medical Authority. The Quality Management review process enables the Department to maintain the most efficient and effective health care delivery system possible.

QM is divided into two major sections: 1) Continuous operational Quality Management efforts which are routinely performed by institutional and regional staff to ensure efficient operations; and 2) Clinical Quality Management efforts which require specific records review of various clinical functions. The Department has a statewide Quality Management Committee and a Credentialing Committee that meet quarterly, to oversee these critical functions.

Components of Quality Management include (but are not limited to):

- Risk Management
    - Purpose: identify and correct unacceptable patterns of health care practices that could lead to adverse outcomes; protect human and financial assets of the Department and ensures continuous improvement of inmate care.
- Utilization Management
    - Purpose: coordinate specialty consults and hospital care to ensure they are clinically indicated and are provided in the most cost efficient manner possible.
- Infection Control Program
    - Purpose: provides a system for surveillance, prevention and control of infections and communicable diseases per Section 945.35, Florida Statutes; provide reporting and necessary follow-up of communicable diseases which are reportable to the Florida Department of Health.
- Mortality Review Program
    - Purpose: retrospectively monitor and evaluate the quality and appropriateness of health care and the health care delivery process upon inmate death. Utilizing the findings from case reviews to improve the quality of health care services and to provide an avenue for the provider's professional growth and development.
- Credentialing Program
    - Purpose: to ensure all credentialed health care practitioners serving the Department of Corrections have the proper credentials to practice within their field and that the privileges under which they practice are commensurate with their training, clinical competence and the needs of the Department per Section 945.047, Florida Statutes.

Program Oversight and Administrative Functions

The Office of Health Services coordinates a variety of other programmatic and administrative functions, including:

- Health services budget oversight and tracking
- Administrative health care systems reviews (internal reviews to assist regional and institutional staff in resolving problems)
- Health services procurement, contract management and contract monitoring – The Office of Health Services maintains separate contract management and monitoring units. This separation of key functions creates internal checks and balances and ensures proper oversight of Office of Health Services contracts. The procurement and contract management team handles statewide procurements (capital purchases, labs, x-rays, staffing contracts, etc.), and assists the regional health services staff in procuring

contracts for specialty care and hospital services. The monitoring team performs on-site monitoring of the high risk contracts and desk reviews of the low risk providers.
- Legislative Budget Requests and Legislative Bill Analyses
- Development and maintenance of OHS Policies and Procedures
- Coordination of health services public records requests
- Health services recruitment and human resources issues
- Coordination of Correctional Medical Authority Surveys and ACA Accreditation issues related to health services
- Impaired Inmate Services - Responsible for providing inmates with a channel for the administrative settlement of medical grievances, as well as responding to all inquiries from family members and friends of the inmate. This section is also responsible for all mental health transfers to place inmates in settings which adequately provide for treatment needs and to provide centralized administrative review/approvals of referrals and transfers to inpatient mental health/medical units.
- Support for health services information systems
- Clinical data analysis and reporting

In addition, the Office of Health Services administers the following specialty programs:

340b Drug Discount Program

On October 31, 2008, the Department entered into an interagency agreement with the Department of Health to conduct a pilot project to treat inmates with HIV/AIDS and other Sexually Transmitted Diseases. This collaboration provides three main benefits to the citizens of Florida:

- Allows the Department to access the lowest pricing for HIV drugs through the Federal 340b Pricing Program, generating substantial savings.
- Increases medical resources for both the Department and the participating County Health Departments. The health departments benefit as staff involved in this project obtain valued experience in treating inmates with uniquely diverse co-occurring diseases, mostly untreated prior to incarceration.
- Ensures improved continuity of care for released inmates, since their medical record is maintained by the local health department.

Under this agreement, which was approved by the Federal Centers for Disease Control and Health Resources Services Administration, the Department pays local County Health Departments to provide medical services at designated institutions. The County Health Department physicians prescribe the drugs, which are filled by the Department of Health's State Pharmacy. This model allows the Department to be eligible for Federal 340b drug pricing, which is approximately 40% lower than current costs under the State drug contract through the Department of Health. HIV drugs constitute more than 40% of the Department's drug costs.

The pilot project is over, but the Department of Health has received approval from Center for Disease Control and Health Resources Services Administration to convert it into a permanent

program. Since inception, the Department has saved more than $20,390,660 (as of January 12, 2012) as a result of this project. This is net savings after the health departments were compensated for their services.

HIV Pre-Release Planning Program

The Department offers HIV pre-release planning services to all known HIV-infected inmates through a federal grant from the Department of Health. The program has been in effect since 1999 and is 100% funded through Federal Ryan White Title B funds. This grant funds six positions (5 FTE; 1 OPS). The program is managed in the Department's Office of Health Services by a Government Operations Consultant II, who also serves as the regional pre-release planner for Region I. Three other regional HIV pre-release planners provide services directly to inmates in Regions II-IV. The planners work with inmates and corrections staff in other facilities to coordinate referrals and linkages to medical care, case management, medication assistance, and other supportive services. In Broward/Dade, the Department also has a Linkage Coordinator who serves as a liaison between ex-offenders and local Ryan White providers to ease the transition post-release back into the community, and to ensure clients continue to seek necessary care and treatment.

Central and Regional Office Staffing and Oversight

The Office of Health Services is under the direction of the Assistant Secretary of Health Services and includes clinical and administrative management positions. The Office of Health Services' staff provide policy direction, oversee statewide operations and ensure the appropriate delivery of health care services.

In addition, the Department has a small regional health services team (under the direction of a Regional Medical Executive Director) that assists institutional health services staff, oversees compliance with Department policies and procedures, and provides training and technical assistance.

2. ***A description and analysis of the state agency's current performance, based on existing performance metrics if the state agency is currently performing the service or activity.***

Workload and Utilization

The Department produces monthly workload reports that provide detailed information on patient encounters at each institutional health services unit. The reports include data on medical, mental health and dental services. Selected statistics from the November 2011 Monthly Workload Report (representing one month of activity) are as follows:

Number of chronic illness clinic visits	11,070
Number of medical treatments in confinement	8,801
Number of psychiatric patients seen	7,935
Number of crisis stabilization unit admissions	204

Number of visits to institutional urgent care rooms	2,702
Number of specialty consults	4,929

Performance Measures

The Department's Long Range Program Plan and the annual General Appropriations Act include one health performance measure:

- Number of suicides per 100,000 inmates compared to the national average for state prison systems.

- Outcome: In 2010, the national average for state prison systems was 17 suicides per 100,000 inmates, and the Department had 6.

The performance measure related to suicides is also included in the Agency Strategic Plan for 2010-2015. The Strategic Plan also includes two other performance indicators for health services:

- Decrease the number of past due chronic illness clinic (CIC) medical appointments by 10 % annually from a 2009 baseline of 1,500 by 2014.

  Outcome: The Department is tracking this measure monthly. For January 2011, there were 683 past due chronic illness clinic appointments

- Maintain per diem rate for inmate health care expenses at less than or equal to the 2009 per diem rate of $12.50.

  Outcome: As of January 31, 2011, the health services per diem was $12.20.

The Department also tracks a number of other outcomes related to health care cost savings:

Outcome Measure	**FY 09-10 Results**	**FY 10-11 Results**	**Cumulative Savings (FY 09-10 and FY 10-11)**
Amount of drug cost saved by 340b pilot	$4.90 Million	$7.7 Million	$12.6 million
Drug repackaging savings	$1.41 Million	$1.3 Million	$2.7 million
110% Legislation Savings (compared to same month previous year)	$4.05 Million	$35.3 Million	$39.35 million

Utilization Management cost avoidance	$11.63 Million	$9.8 Million	$21.43 million

The Departent targeted the management of psychotropic medications as an area of emphasis in fiscal year 2009/2010, resulting in savings of $2.1 Million. This was accomplished because DOC established step-wise medication protocols for the common classes of psychotropic drugs, ensuring that safer, well-established generic drugs were used first before newer, brand name medications could be tried.

Clinical Outcomes

As part of its Quality Management Program, the Department monitors critical quality indicators in an effort to validate clinical approaches and target areas needing improvement. The following areas are tracked and reviewed quarterly by the Statewide Quality Management Committee:

- Grievances (number of appeals filed and approved)
- Mortalities (causes of death and total number of mortalities)
- Immunization
- Illness Burdens
- Inmate and Staff tuberculosis testing
- Communicable disease outbreaks
- Hemodialysis infections
- Staff blood borne exposures
- Pharmacy errors
- Risk management (patient injuries and sentinel events)
- Community Hospital Utilization (length of stay at the Department's Hospital at Reception and Medical Center, the secure units at Kendall Hospital and Memorial Jacksonville and other community hospitals).

The Quality Management Committee began conducting targeted clinical studies in early 2010. In the first study, Department compared results from Endocrine Clinics at nine Department correctional institutions with "free world" health plans in the Southeast United States (as reported through the National Committee for Quality Assurance's HEDIS (Health care Effectiveness Data and Information Set). This data set is used by more than 90% of health plans to measure performance. The Department outperformed the national average for three out of four major indicators. The Department initiated a training program for clinicians to address the fourth indicator that fell below the national average.

3. *The goals desired to be achieved through the proposed privatization and the rationale for such goals.*

This proposed privatization supports Governor Scott's three priorities:

1. Implement accountability budgeting

   By implementing additional managed care principles, a private sector organization could design a health care delivery system that is more bottom-line oriented, thereby ensuring taxpayer dollars are only spent on items that are necessary for the delivery of required services.

2. Streamline state government

   This proposal would eliminate approximately 2,550 FTEs from the Government payroll. A streamlined Office of Health Services would ensure contract compliance and oversee the provision of care in accordance with State and Federal guidelines.

3. Create an environment for job creation

   This proposal would add private sector jobs that would help stimulate the economy. Though the initial increase in private sector jobs would be offset by losses of government sector jobs, the savings in state retirement and benefit costs will reduce the long-term burden on taxpayers, and could stimulate further private sector investments.

4. *A citation to the existing or proposed legal authority for outsourcing the service or activity.*

Section 20.315, Florida Statutes:

> (12) PURCHASE OF SERVICES.—Whenever possible, the department, in accordance with the established program objectives and performance criteria, may contract for the provision of services by counties, municipalities, nonprofit corporations, and other entities capable of providing needed services, if services so provided are more cost-efficient, cost-effective, or timely than those provided by the department or available to it under existing law.

Section 945.6033, Florida Statutes

The Department of Corrections may enter into continuing contracts with licensed health care providers, including hospitals and health maintenance organizations, for the provision of inmate health care services which the department is unable to provide in its facilities.

Section 945.6034(1), Florida Statutes

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.

5. ***A description of available options for achieving the goals. If state employees are currently performing the service or activity, at least one option involving maintaining state provision of the service or activity shall be included.***

Three options are proposed:

Option 1 – One Statewide vendor to operate 100% of the services currently provided by the Office of Health Services. This would be a full-risk contract based on a capitated cost per inmate per day (to be paid monthly). Under this plan, the vendor would provide all health care services, including medical, mental health, dental, pharmacy, labs, x-rays, utilization management, and all associated administrative functions. The Department's role would be to monitor the contract and to ensure a constitutional level of health care services is delivered to inmates.

Option 2 – One or more vendors to perform the same services as above, except divide service coverage to enhance competition. Under this plan, the Department would contract with those vendors that win each separate procurement. The role of the Department would be the same in Option 1.

Option 3 – Maintain State Provision of Services, as under the current structure. Option 3 allows for the continuation of the Department to carry out its current model (Department and contractors) to provide inmates access to comprehensive health care services. Under this plan, the Department would continue to aggressively implement cost cutting strategies such as:

- Expanding the Federal 340b Program. (Already ongoing)
- Implementing the Medicaid Inpatient Initiative
- Implementing the S-2P Program – Identified 3,000 S-3 inmates on mild depression medication that could be classified as S-2 inmates; reducing ER visits for minor lacerations and self harm inmates. (Proceeding on this initiative)
- Improving medication management - Increased analysis of prescribing patterns, brand vs. generic; Possibility of new medical management, claims processing system to replace OBIS – One that allows us to analyze medial and financial information into one system. All current systems do not give us this capability. (Proceeding on this initiative)
- Easing restrictions on Personnel Rules and Regulations to remove obstacles to hiring qualified staff. Set Appointment rates for Psych ARNP's.
- Enhancing the Utilization Management Program by purchasing and implementing standardized InterQual Utilization Management Software.

6. ***An analysis of the advantages and disadvantages of each option, including, at a minimum, potential performance improvements and risks.***

Option 1 – One Statewide vendor to operate 100% of the services currently being provided by the Office of Health Services. This would be a full-risk contract based on a capitated cost per inmate per day (to be paid monthly). Services would not include Central or Regional Office Oversight.

Advantages of Option 1-

1) Potential Cost Savings through economies of scale – If annual rate is less than current costs, this would be favorable option.
2) Process Improvements – As in most cases, different entities may offer innovative approaches to current operations.
3) No restrictions imposed by state personnel system on hiring and/or salary levels, no restrictions on cost allocation for services, and no restrictions on contract procurement method or award.
4) More flexibility with compensation packages.
5) Reduction in employee benefits – Private entities may be able to offer benefits less than what is currently provided under the State plan.
6) More flexibility in purchasing power for medical supplies and equipment.
7) The use of an electronic health record, case management, and investment in equipment/technology to reduce duplication and manual procedures not available to the State due to budget restrictions.
8) Time consuming State and Departmental procedures, e.g. procurement, would be avoided.
9) No inmate transfer issues since the inmate would be under the care of the same service provider.
10) Ability to shift resources as needed.

Disadvantages of Option 1 –

1) Payment of non-contract claims. Section 945.6041, Florida Statutes allows the Department to pay physician, hospital and ambulance claims, where no contract exists, at 110% of Medicare. Prior to this legislation, the Department was required to pay claims at 100% of billed charges. Last fiscal year (2010-2011), the Department avoided $35,303,799 by paying such claims at 110% of Medicare. This section is only applicable to the Department and private prisons.
2) Mental Health professionals employed by the Department are exempt from State licensure requirements. About two-thirds of the Department's 300 mental health staff is not licensed. The statute does not provide for an exemption for private entities.
3) The Department currently has a network of 250+ medical contracts for specialty physicians, hospitals, and diagnostic services. Eighty percent of inmates who go into an outside hospital setting go to a secure wing at Memorial Hospital Jacksonville or at

Kendall Hospital in Miami. Successful vendors would have to create their own network of external services.

4) Sovereign immunity – will not extend to private vendor(s). Total liability for all health care services which limits the State liability.
5) Potential conflict between providing care and maximizing profit margin.
6) The Department currently has 15 dentists with a Dental Temporary Certificate. They currently work under the Department's Director of Dental Services license. It is very important to make sure a Vendor/Subcontractor with a Florida licensed dentist as Dental Services Program Director is authorized by the Florida Board of Dentistry to employ/supervise dentists with a Dental Temporary Certificate.
7) Possible elimination of agreements with the two dental schools in Florida which are vital to the current provision of dental care.
8) The Department would relinquish its labor force and infrastructure and be limited in rebuilding it if the contractor departs or defaults.
9) Existing staff are experienced in the delivery of services and institutional policy/procedure while new staff is not.

Option 2 – One or more vendors to perform the same services as above, except divide service coverage.

Advantages of Option 2 – See Advantages under Option 1 above. In addition:

1) The State of Florida is a large state geographically. Dividing the contract into multiple segments may make it easier for multiple vendors to manage, and could enhance competition and further reducing the cost to the State.
2) If more than one vendor awarded contract, the State could exempt and award to other contractor if the regional vendor defaults.

Disadvantages of Option 2 – See disadvantages under Option 1 above. In addition:

1) Inmate movement from one institution to another around the State often occurs. Many of these inmates have acute medical or mental health needs, which can be costly. As long as movement occurs between State entities, this is not much of an issue. Moving inmates who may incur high medical or mental health costs between two private entities will pose issues.
2) The Department would have a more complicated oversight and monitoring role with two prime vendors.

Option 3 – Maintain State Provision of Services, as under the current structure. Continue to streamline and improve services.

Advantages of Option 3 –

1) The Department has done well in reducing costs and streamlining operations the past three years. There are several future initiatives underway that will further reduce costs while maintaining quality care.
2) The Department is able to take advantage of State law that allows payment of medical claims, where no contract exists, at 110% of Medicare. This fiscal year (2011-2012) we are anticipating a savings of $42 million.
3) The Department can hire non-licensed mental health staff, which results in some cost savings.
4) The Department has an inter-agency agreement with the Department of Health whereby their physicians treat HIV inmates. This allows the Department to take advantage of federal 340b drug pricing. In fiscal year 2010-2011, drug avoidance through the 340B program was $5,509,825; and in fiscal year 2011-2012, drug avoidance was $7,970,248 through January 12, 2012. There are questions as to whether a private entity is eligible to take advantage of these savings.
5) Can capitalize with other State agencies federal grant programs (i.e. HIV/STD program with Department of Health).
6) The Department currently tracks and receives reimbursement for medical services provided to Interstate Compact Inmates.
7) The Department has existing relationships with more than 250 vendors that deliver health care goods and services.

Disadvantages of Option 3–

1) It has been difficult to hire full time staff under the current salary structure. Medical professionals are hard to locate and hire at established salaries, especially in rural areas (where many of our institutions are located). As a result, we often pay higher rates for hourly staff, which can be State personnel or agency (private-temp) staff, or for overtime.
2) The current health services financial reporting systems are insufficient. The State financial management system, FLAIR, is not set up to process medical claims, nor does it provide adequate management reporting. We have tentative plans to contract for a provider to price medical claims through a medical claims system, which would provide the reporting capabilities that currently exist in most managed care organizations.
3) Appropriate training applicable to the medical needs of staff is not funded or not available. Most times, State staff must seek continuing education on their own.
4) Lack of funds to purchase and implement an electronic health record, which will help streamline care and create cost efficiencies.
5) Inflexibility to staff and compensation based on the different demands and levels of care from institution to institution.

The Department has proceeded with Option 2, because it provides the most flexibility and incentives for cost savings, as the attached cost benefit analysis demonstrates. See, Appendix D. As noted above, the Department issued five procurements and each procurement had four pricing options.

7. ***A description of the current market for the contractual services that are under consideration for outsourcing.***

The Department has had numerous responses to all of the formal procurements (Requests for Proposals and Invitations to Negotiate) that have been issued for health care services over the past 10 years. Many other states have outsourced some or all of their correctional health care services; this has resulted in an increase in private sector business opportunities for this specialized market niche. Since a contract resulting from the proposed outsourcing will have a value of over $1.7 billion over a five-year period, the Department expects strong interest in this solicitation from both traditional correctional health care providers and national managed care organizations.

8. ***A cost-benefit analysis documenting the direct and indirect specific baseline costs, savings, and qualitative and quantitative benefits involved in or resulting from the implementation of the recommended option or options.***

Quantitative Analysis

We project our fiscal year 2011-2012 health care expenditures at $404,261,062 for a per diem of $12.22. Almost all costs are direct costs, with the exception of the following:

1) Central Office and Regional Office staff – Those staff that currently provide administrative and clinical administrative oversight. This does not include Utilization Management field staff or Pharmacy staff assigned to regional offices (under outsourcing, these positions would be outsourced). Current cost - $5 million
2) Medical equipment – This cost varies from year to year:

Health Services OCO Expenditures	
FY 2009-2010	1,181,355
FY 2010-2011	249,948
FY 2011-2012 Budget	249,229
YTD Expenditures	82,841

   The question of who would be responsible for the purchase of medical equipment would have to be resolved. In addition, the Department would have to resolve the cost of the transfer of previously purchased equipment/inventory from State to private control.
3) Medical Supplies – Although a private vendor will be responsible for the future purchase of medical supplies, the issue of ownership and transfer of current inventories would have to be addressed.

Qualitative Analysis

The American Correctional Association has developed a set of standardized health care outcome measures for adult correctional institutions. Included are measures related to:

- infection control (MRSA);
- treatment of chronic health conditions and diseases such as Tuberculosis, Hepatitis C, HIV, hypertension, and diabetes;
- number of offenders with serious mental illness;
- number of admission to off-site hospitals;
- number of transports for off-site emergency treatment;
- number of specialty consults ordered and completed;
- number of completed dental treatment plans;
- staff licensure, certification and training;
- number of occupational exposures to blood or other infectious materials;
- number of staff TB infections;
- number of offender grievances related to health care services, safety or sanitation that were found in favor of the offender;
- number of adjudicated offender lawsuits found in favor of the offender;
- number of problem identified by the quality assurance program;
- number of high-risk events or adverse outcomes;
- number of offender suicide attempts and suicides;
- number of unexpected natural deaths; and
- number of serious medication errors.

These outcome measures are an integral part of the American Correctional Association's Accreditation process and help ensure the provision of adequate health care services. Any consideration of a private vendor would include an assessment of their ability to meet the standards outlined in these outcome measures, as well as additional standards based on the requirements outlined in the Florida Statutes and Administrative Rules.

Although Department initiatives to control costs are underway, it is not expected that these savings will approach the savings to be achieved by awarding health care contracts as recommended by the Department Secretary. See, Cost Benefit Analysis, Appendix D.

9. A description of differences among current state agency policies and processes and, as appropriate, a discussion of options for or a plan to standardize, consolidate, or revise current policies and processes, if any, to reduce the customization of any proposed solution that would otherwise be required.

The Department is required to develop and promulgate all health services policies, procedures, rules, health care standards and health services bulletins. Section 945.6034(1), Florida Statutes (Minimum health care standards), states:

> *"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."*

Furthermore, section 945.6034(3), Florida Statutes, requires the Department to comply with all adopted department health care standards.

The three lawsuits cited in Section 1 (*Estelle, Costello and Osterback*) serve as the foundation for the Department's current system of health services policies and procedures. The Office of Health Services has made efforts to streamline and consolidate health services policies and procedures over the past three years, but recognizes this is an ongoing effort.

The Department will provide copies of Estelle, Costello and Osterback, as well as all applicable statutes, rules, procedures, health services bulletins, care manuals and forms as part of the RFP package. Vendors will be invited to address potential policy revisions in their submissions. Vendors will have an opportunity to explain how any proposed changes would allow them to provide care more efficiently, while meeting the spirit of the litigations cited above.

Any plan for privatization must acknowledge that the Assistant Secretary of Health Services retains final decision-making authority for health services rules, procedures, and other health care standards.

10. ***A description of the specific performance standards that must, at a minimum, be met to ensure adequate performance.***

The vendor or vendors who are awarded a comprehensive contract for health services must provide emergent, urgent and routine comprehensive medical, dental, and mental health care in accordance with Department Rules/Regulations, Health Services Bulletins, Security Policies, ACA standards and pertinent Florida statutes.

The objective of the procurements is to attain a more cost-efficient health service delivery system. The Department will monitor the vendor's performance on an ongoing basis to ensure compliance with contractual requirements and federal and state guidelines. The vendor(s) will provide the Department with all medical, mental health and dental records; logbooks; specialty consult and utilization management records; staffing charts; time reports; offender grievances and other requested documentation required to assess the vendor's performance. Actual performance will be compared with established performance criteria.

The following is a summary of general indicators. These indicators are not a comprehensive list and do not represent the complete description of the vendor's responsibility.

Survey and Accreditations

- Successful completion of all surveys conducted by Correctional Medical Authority
- Health care delivery system must comply with all accreditation requirements established by the American Correctional Association.

Medical Services

- Access to care
    - For general population and inmates in confinement
    - Routine, urgent and emergent care
    - Requests collected daily; triaged; sick call provided 5 days a week in a clinical setting
- Continuity of care
    - Transfer and Receiving Screening
    - Primary care from admission to discharge
    - Diagnostic services
    - Secondary and tertiary care; specialty consults
    - Discharge planning
- Problem list and treatment plan completion
- Documentation of care – OBIS, medical records
- Chronic illness clinics – use of evidenced-based treatment protocols
- Medication administration
- Infirmary care
- Impaired inmate services
- Environmental health and safety
- Infection control
- Dietary compliance
- Inmate health education
- Emergency planning and response
- Special needs/impaired inmates (including pregnant and elderly inmates)
- Adherence to Health Insurance Portability and Accountability Act requirements
- Kitchen sanitation and food handlers (re: infection control, hygiene)
- Continuing education for health care providers
- Orientation for health care staff and inmate workers
- Emergency services and transportation system (van, ambulance, escorted by security)
- Prison Rape Elimination Act Procedure in the event of sexual assault
- Youthful offenders
- Health records
- Medical legal issues
- Use of restraint and seclusion
- Emergency psychotropic medication
- End-of life decision making
- Informed consent/right to refuse treatment
- Post use-of-force exams

Mental Health Services

The vendor must have a Florida licensed psychologist or psychiatrist as the Mental Health Services Program Director (or equivalent title). The Mental Health Services Program Director is

the individual providing clinical oversight for the vendor's mental health program and is to be the final authority for all clinical mental health issue.

There is one mental health performance measure reflected in the Department's long range program plan and the General Appropriations Act:

- Number of suicides per 100,000 inmates compared to the national average for correctional facilities/institutions

In addition, performance measures will be developed in the areas of:

- Access to care
- Treatment plan completion
- Documentation of care
- Order and notations of diagnostic labs
- Scheduled therapeutic medication evaluations
- Utilization data
- Credentialing and licensure of professional staff
- Contracted staffing vacancies per hour

Dental Services

The vendor or vendors will be required to provide emergent, urgent and routine comprehensive dental care in accordance with Department Rules/Regulations, Health Services Bulletins, Security Policies, Florida Statute 466-Dentistry, Florida Rule 64B-5- Board of Dentistry, Florida Rule 33-402.101- Dental Services (Florida DC) and American Correctional Association standards.

The vendor must have a Florida licensed dentist as the Dental Services Program Director (or equivalent title). The Dental Services Program Director is the individual providing clinical oversight for the vendor's dental program and is to be the final authority for all clinical dental issues in accordance with FS 466.0285 and Board of Dentistry Rule 64B5-17.013. This individual is to be responsible for directing overall dental health care services delivery to include oversight of all dental health care staff, hiring of all dentists and hygienists, consulting with other health care staff, coordination of dental services with other health care programs and review, approval or denial of referral/UM requests. The person in this position must have a minimum of three (3) years correctional dental experience and is not expected to provide routine direct patient care. In addition the person occupying this position must hold a current DEA Registration Number and must have credentials that meet or exceed the requirements of Florida Law. Performance measures will include:

- Complete and timely intake dental exams by a dentist within seven (7) days at all Reception Centers.
- Appropriate and timely emergency dental care within 24 hours.
- Urgent/Sick Call dental care within 72 hours of notification.
- Timeliness of care

    - Initial waiting time after inmate request is less than eight months
    - The waiting time between follow-up appointments for routine comprehensive dental care does not exceed four months.
- Routine Comprehensive Dental Treatment
    - Complete dental examination and treatment plan
    - Full mouth Radiographs
    - Scaling and prophy, i.e. hygiene services
    - Restorative
    - Endodontics
    - Minor periodontics
    - Oral surgery
    - Complete dentures
    - Partial dentures
    - Other specialized dental care as needed
- Referrals
    - Appropriateness
    - Timeliness
- Prescriptions
    - Appropriateness
    - Timeliness
- Trauma/Cancer
    - Appropriateness of care
    - Timeliness of care
    - Continuity of care/follow-up

Quality Management

The purpose of Quality Management is to provide a program that evaluates and improves the health of the Department inmates; increases the efficiency of health services delivery; strengthens organizational effectiveness; and reduces the risk of adverse legal judgments. Per F.S. 945.6032- Quality Management Program Requirements and F.S. 945.6034 -Minimum Health Care Standards, the Department is required to have a quality management system and procedures. The Department's Quality Management responsibilities include, but are not limited to:

- Statewide QM Committee - The vendor and the Department will establish a statewide, multidisciplinary quality management committee that meets at least bi-annually, but more frequently if deemed necessary. This group will design quality improvement monitoring activities, discuss results, make recommendations for improvements and implement corrective action when necessary. The QM committee will complete a bi-annual review of the effectiveness of the QM Program by reviewing Quality Management Review studies, minutes of administrative and/or staff meetings, or other pertinent written materials.

- Continuous Operational QM efforts are routinely performed by regional and institutional staff to ensure efficient operations. This includes, but is not limited to:

- Routine site visits to monitor and assure the health care system is working properly,
- Reviews and analyses of health records, reports and logs to assess appropriate inmate access to health care within and outside the institution
- Perform problem resolution when necessary
- Identifies and assists with training needs.

Utilization Management

- Timely access to care, both on- and off-site
- Accurate utilization/data reports
- Accurate data regarding serious medical conditions being treated and disabilities present in the offender population
- Availability of diagnostic and treatment data
- Utilization and trending reports regarding off-site specialty care and services

Pharmacy Services

- Utilization/data reports
- Satisfactory performance on monthly consultant pharmacist visits and other audits
- Accurate filling and timely delivery of prescriptions
- Completeness and accuracy of medication error reporting
- Narcotics control
- Possession of all necessary pharmacy licenses
- Drug pedigree requirements met

Administration

- Timely and accurate response to inquiries
- Critical incident reporting and investigation
- Appropriate handling of Grievances in accordance with Section 33-101, F.A.C. A high number of appeals upheld at the formal grievance level would indicate a problem or possible breakdown with the grievance process at the institutional level and a possible weakness in the delivery of appropriate and medically necessary health care. Once the vendor assumes responsibility for providing services, the Department will track the grievances pertaining to mental health care and compare the number upheld with the Department history of such grievances.
- Developing and maintaining an appropriate network of outside specialty providers
- Possession of all required permits and licenses
- Cooperation with contract monitoring

11. ***The projected timeframe for key events from the beginning of the procurement process through the expiration of a contract.***

The Department expects that it will take a minimum of 12 (twelve) months from the date the procurement was issued to complete the privatization of health services. The calendar of events allowed vendors adequate time to review solicitation materials, visit key sites, ask questions, provide input, clarify issues, and understand the Department's requirements and expectations before they submitted proposals. Finally, the proposed timeline ensures the transition occurs in such a manner as to minimize any adverse effect on either access to or the delivery of health care services.

The following actual calendar of events applies to all Requests for Proposals (RFP's):

9/14/11	Department Posts five Requests for Proposals on Vendor Bid System (VBS)
9/26/11-10/5/11	Site Visits
10/12/11	Last day for written inquiries to RFP's
11/18/11-1/20/12	Written responses to inquiries posted on the VBS
2/6/12	Project and Cost Proposals Due
2/7/12	Project Proposal Opening
2/29/12	Price Proposal Opening
April, 2012	Anticipated LBC Award Date
April, 2012	Anticipated Posting of Agency Decision
5/31/12	Anticipated Signed Contract
6/29/12	Anticipated Contract Start/Transition
9/28/12	Anticipated transition Completion

The Department recommends a five-year contract, with 1(one) five-year renewal at the Department's sole option.

12. ***A plan to ensure compliance with the public records law.***

The Department's public records requirements are outlined in Section 945.10, Florida Statues (*Confidential Information*), Chapter 33-102.101, Florida Administrative Code (*Public Information and Inspection of Records*), Chapter 33-601.901, Florida Administrative Code (*Confidential Records*) and Department of Corrections Procedure 102.008 (*Public Records Requests*).

The Department's current contracts for health care services include the following language to ensure compliance with the Public Records Law:

> "The Contractor agrees to allow the Department and the public access to any documents, papers, letters, or other materials subject to the provisions of Chapters 119 and 945.10, Florida Statutes, made or received by the Contractor in conjunction with this Contract. The Contractor's refusal to comply with this provision shall constitute sufficient cause for termination of this Contract."

The Department will include similar language in any contract (s) resulting from this procurement. Department procedure 102.008 (Public Records Requests) outlines specific written procedures for the processing of public records requests. This procedure establishes that the assistant secretary of health services is the central office custodian for records related to health services. It further specifies that the health information specialist at the institution where an active inmate is located will serve as the records custodian for health service records of active inmates. For inactive records, the health information specialist supervisor in the health records department of the Reception and Medical Center is designated as the records custodian for health service records of inactive inmates.

As outlined in Section 9, vendors will be invited to address potential policy revisions in their submissions. Any suggested changes to the health services portions of the Department's public records law requirements will not be considered without approval by the Department's Office of General Counsel and the Assistant Secretary of Health Services.

13. ***A specific and feasible contingency plan addressing contractor nonperformance and a description of the tasks involved in and costs required for its implementation.***

The Department will establish clear performance expectations at the beginning of the contractual relationship. To aid in this process, the Department and the vendor will establish the following workgroups to interpret contract questions and make decisions on clinical issues:

- Contract Management Workgroup – This group will meet monthly, at a minimum, for the first six months of the contracts (and quarterly thereafter) to interpret contract questions that include, but are not limited to, the following:
    - Implementation of the contract
    - Identifying general problems and subsequent solutions
    - Coordination of the Department and vendor communication
    - Coordination between the Department and vendor staff
    - Reviewing statutes, rules, procedure and other health care directives
    - Management of site specific issues
    - Reviewing management reports (formats and results)
    - Reviewing staff issues
    - Resolving financial/billing issues
- Clinical Workgroup – This group will be comprised of the vendor's medical, mental health, dental and nursing directors and the Department's Central office

clinical directors, and will meet monthly, at a minimum, to address clinical issues and review procedures and directives. This group will be the highest clinical decision-making body. When agreement on a particular clinical issue cannot be reached within the group, the Assistant Secretary of Health Services will make the final decision. The Clinical Workgroup will develop a protocol for dealing with urgent and emergent clinical issues that may arise between meetings.

In addition, the Department will mitigate risks by requiring performance bonds and through the use of routine contract monitoring. The Department will develop Performance Outcomes, Measures, and Standards and Other Contract Requirements categories which will be used to determine the vendor's level of compliance with contract terms and conditions. The vendor must comply with all contract terms and conditions upon execution of contract and the Department may begin monitoring of vendor's service delivery upon implementation of services at each site to ensure that contract requirements are being met.

The Department's health services monitoring team will include employees with a background in auditing, as well as appropriate clinical and administrative staff. They will monitor the vendor's service delivery on an biannual basis to ensure all contractual obligations are being met. The Department will provide written monitoring reports to the vendor. The vendor will be required to address issues of non-compliance through a formal Corrective Action Plan. In the event the vendor fails to correct deficiencies, the Department may impose liquidated damages, or, if there is a determination of Breach of Contract, terminate the contract.

In the event a vendor's nonperformance results in contract termination, the Department will provide temporary medical, mental health, dental, and pharmacy services through the use of staffing and service contracts, until a new contract for comprehensive health care services can be executed. Under this plan, the Department's Central Office Health Services staff will provide direct oversight of health care service delivery. On the other hand, the Department may decide to provide health services itself.

14. ***A state agency's transition plan for addressing changes in agency personnel, affected business processes, employee transition issues and communication with stakeholders, such as agency clients and the public. The transition plan must contain a reemployment and retraining assistance plan for employees who are not retained by the state agency or employed by the contractor.***

Transition Team

The Department will designate a multi-disciplinary team to oversee the transition. The team will include senior level staff from the Office of Health Services and other affected divisions within the Department, including representatives from Security and Institutional Operations, the Office of Financial Management, and Human Resources.

Changes in Agency Personnel

The Federal Courts have consistently ruled that state and local governments have an obligation to provide medical care to incarcerated individuals. This duty is not absolved by contracting with a private entity. Although the private entity has contracted to perform an obligation owed by the Department, the Department itself remains liable for any constitutional deprivations caused by the policies of the Health Service. In that sense, the Department's duty is non-delegable. Therefore, any plan to outsource must include sufficient Department staff to oversee and monitor the provision of adequate health care services.

The Costello litigation resulted in a settlement agreement that established a Director of Health Services, Director of Mental Health, and Dental Director. Therefore, these three positions should be retained under any option. Adequate oversight is also needed for Nursing, Pharmacy, Quality Management, and the various administrative components (including contract monitoring). The exact level of staffing will be dependent on the option that is chosen.

Affected Initiatives and Business Processes:

A number of major health services initiatives and business processes could be impacted by the outsourcing of health services. These include, but are not limited to the following:

Specialty Programs (see detailed program information in Section 1)

340b Prescription Program

The Department is involved in a program with the Department of Health and local County Health Departments that results in significant savings on HIV drugs. The Department is already working with the Department of Health to expand the 340b services to additional areas of the state.

HIV Pre-Release Planning

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

Mental Health Re-Entry (Aftercare) Program

The Department manages the Mental Health Re-Entry (Aftercare) Program, which is a collaborative effort between the Department of Children and Families and the Department of Corrections. The result is an intake appointment at a Community Mental Health Center for every

inmate that consents to receive outpatient psychiatric care at the time of their release. The program helps maximize the successful re-entry of inmates returning to their communities.

Pre-Doctoral Psychology Internship Program

The Florida Department of Corrections has become only the second state prison system in the United States to have a Pre-Doctoral Psychology Internship Program accredited by the American Psychological Association. The accreditation was granted for a period of seven years. The Department now joins ten other accredited internship sites at state and federal correctional facilities in the country. This accreditation is expected to help the Department attract top tier candidates who are interested in pursuing a career in correctional psychology.

Affected Business Processes

110% Statute (See Section 1, Medical Care)

Section 945.6041, Florida Statutes, specifies that compensation to a health care provider to provide inmate medical services may not exceed 110% of the Medicare allowable rate if the health care provider does not have a contract to provide services with the department of corrections or the private correctional facility, as defined in s. 944.710. As currently written, it appears the statute applies only to the Department and Private Correctional Facilities.

Nursing Issues

- Florida Nurses Association and American Federation of State County Municipal Employees Agreements - if services are outsourced, do these agreements need to be adhered to?
    - If no, no plan necessary
    - If yes, ensure that vendor/s has copies of agreements and included performance measures to monitor.
- Nurse Scheduling implementation
    - State continues services- continue statewide implementation
    - If services are outsourced – discontinue implementation
- Emergency Action Center collaboration-would vendor have access to intranet to coordinate movement during disaster?

Pharmacy Issues

- Pharmacy Repackaging – As mentioned in Section 1, the Department has an interagency agreement with the Department of Health's Statewide Central Pharmacy to provide pharmaceutical repackaging services for the Department's pharmacies. The Office of Health Services saved more than $1.3 Million on drug repackaging costs during fiscal year 2010-2011as a result of this agreement.
- Central filling pharmacy (or pharmacies):
    - Will the pharmacy be internal or outsourced?
    - Will there be one pharmacy or regional pharmacies?

    - The pharmacy would need a State of Florida Department of Health ("DOH") pharmacy license. If an out of state pharmacy is contracted with to provide services, would the pharmacy be required follow the pedigree laws as the instate pharmacies are required.
    - What pharmacy software would the contract pharmacy use? Would it interact with the department's software?
    - Can the contract pharmacy provide repackaging at the same or lower cost as the department can? Can the contract pharmacy piggy-back off the DOH repacking contract?
    - Can the contract pharmacy participate in the 340b program with DOH?
- Reception and Medical Center Pharmacy:
    - Will the contract pharmacy have both a community and institutional license along with additional hospital permits?
    - Can the contract pharmacy provide IV drug treatment?
    - Can the contract pharmacy provide IV chemo treatment?
- Institutional pharmacies (modified IIB):
    - Each institution would have to have a State of Florida DOH Modified IIB pharmacy license.
    - Each institution will have to have separate accounts with a drug wholesaler that provides a drug pedigree.
    - Each institution will require monthly consultant pharmacist visits.

Administrative Issues

- Information Technology issues
    - Will vendor be required to provide electronic medical record?
    - Compatibility with OBIS, CARP and other existing Department systems
    - Security access
    - Infrastructure and bandwidth - telemedicine, etc.
    - Interaction with Private Correctional Facilities

- Review Team/Negotiating Team – Existing health services staff may be perceived as having conflicts of interest; or they may eventually work for the vendor (would be prohibited from doing so if part of review/negotiating team). Need to overcome possible bias in dealings with previous/current vendors. Possible solution: Use contracted reviewers (from FSU School of Medicine, FAMU Pharmacy School, etc.).

- Sovereign immunity – will not extend to private vendor (See section 6)

- Mental Health Licensing (See Section 6)

- Collection of Co-payments for Health Services - how to process?

- Data exchange with Department of Health State Laboratory (mandatory reporting; vendor would need to comply)

- Possible impact on other Divisions (Institutions, Procurement and Supply, Budget, Finance and Accounting, Human Resources, Information Technology, General Counsel, etc.)

Employee Transition Issues

As part of the implementation of this proposal, it is the Department's intent that:

- the vendor will interview all current employees for prospective employment
- for those employees not offered employment, the Department will make every effort to locate alternative employment within the agency or with another state agency
- employees will be referred as necessary to the Agency for Workforce Innovation for further employment assistance

The Department will maintain an ongoing report through the transition period of affected employees documenting assistance provided and ultimate reemployment. In addition, the Department will work with the vendor(s) to ensure continuity of health care benefits for DOC employees who will be offered employment.

Communication with Stakeholders

Upon Legislative approval of the Department's recommended award, the Department will develop a communications plan to ensure internal and external stakeholders are kept informed about the progress of the privatization project. The communications plan will identify all stakeholders, and ensure employees and (current) vendors who are affected by this project obtain timely and accurate information and assistance.

The primary stakeholder groups include, but are not limited to:

a. Inmates - recipients of the correctional health care services
b. Department health service personnel
c. Department security staff
d. Current vendors/contractors - the department has more than 250 agreements (contracts or direct orders) for health care goods and services. Many contractors have worked with the Department for more than 20 years.
e. Unions – FNA, AFSCME
f. Private Correctional Facilities – re: inmate movement
g. Other state agencies – Department of Health (Repackaging, 340b), Department of Children and Families (Aftercare), Agency for Health Care Administration (Medicaid)
h. Other partners – County Health Departments participating in 340b STD/HIV program; local Ryan White providers.
i. Interested vendors
j. Florida's citizens

Transition Timeline

The procurements contained the following language:

Final Implementation Plan and Transition Date Schedule: Vendor(s) are responsible for submitting an estimated implementation Plan and Transition Date schedule upon contract execution and shall be adjusted as necessary and approved by the Contract Manager.

Health Services anticipated implementation and transition calendar listed below:

- LBC Award Date: April, 2012
- Award Posting Date: April, 2012
- Signed Contract Date: May 31, 2012
- Contract Start/Transition date: June 29, 2012
- Transition Completion date: September 28, 2012

15. ***A plan for ensuring access by persons with disabilities in compliance with applicable state and federal law.***

The Department has an Impaired Inmate Program (outlined in Health Services Bulletin 15.03.25) that includes guidelines to ensure impaired inmates receive appropriate services in compliance with state and federal laws. A private vendor or vendors providing comprehensive services would be required to follow these guidelines. Impaired inmates are defined as inmates who have a professionally-determined limitation in the performance of daily living activities, work, or participation in the programs and services available to the general inmate population. This includes inmates who currently have, or are expected to have, in the reasonably near future:

1. A sensory medical, mobility or mental limitation, or
2. A long-term or permanent condition of such severity as to require special housing, assistance, resources, and program services to meet daily living requirements or to participate in available inmate activities, or
3. A need for required equipment to support or take the place of a part of the body, such as braces, cane, crutches, hearing aid, medical devices, walker, or wheelchair.

All inmates with a known or suspected medical or physical impairment or mental retardation are referred to health services staff. A physician diagnoses the medical or physical condition, determines the inmate's capabilities for work and program participation and the need for services through the Impaired Inmate Program. A senior mental health clinician has these responsibilities, in consultation with the physician, for mentally retarded inmates. An individualized service plan is developed for each impaired inmate. The plan is expected to meet the needs of the inmate as both an offender and an impaired person and focus upon the total person and the mainstreaming service concepts, the continuity of required services, and inmate self-responsibility within the limitation required by incarceration.

In addition, the Department has special policies for the care of pregnant women and elderly inmates. Section 944.24 (4), Florida Statutes, requires the Department to provide prenatal care and such medical treatment as determined by the Assistant Secretary for Health Services for pregnant inmates. Department Procedure 506.201 establishes guidelines for health care of the incarcerated pregnant inmate. If a pregnant inmate is less than thirty-five (35) weeks along in her pregnancy and has no contraindicating physical condition as determined by medical staff, she is transferred to Broward Correctional Institution. Hospital care is provided in the Department's secure unit at Kendall Hospital. If the inmate is determined to be at least thirty five (35) weeks in her pregnancy or has a medical condition which would prohibit transfer regardless of the stage of the pregnancy, she remains at her current Correctional Institution for the duration of her pregnancy and receives hospital care at a local hospital.

Under Section 944.804, Florida Statutes, the Department is required to have a program and diet specifically designed to maintain the mental and physical health of elderly offenders, giving consideration to preventative care. The following facilities serve relatively large populations of elderly inmates:

- Reception and Medical Center has a 100-bed licensed hospital on-site in Lake Butler, Florida, and also cares for chronically ill, elderly inmates in different dorms on campus.
- The South Unit of the Central Florida Reception Center is specifically designated for elderly as well as palliative care inmates.
- Zephyrhills CI has two dorms specifically designed for elderly inmates as well as inmates with complex medical needs.
- Lowell CI has a dorm specifically designated for female inmates with complex medical needs.
- River Junction Work Camp is a work camp for elderly inmates who are in good health (no major medical issues), able to work, and are at a minimum/medium custody level.

In all other institutions, the Department does not house inmates based solely on age or level of frailty/disability, but rather allows them to "age in place" by integrating them into the general prison population.

Conclusion

The Department of Corrections is committed to providing appropriate health care services to inmates in the most fiscally responsible and efficient manner possible. By issuing the Requests for Proposals for the outsourcing of medical, mental health, dental, pharmacy and ancillary services, the Department received interest from a number of qualified correctional health care companies. We believe that these companies can identify and implement strategies that will lead to significant savings for Florida's taxpayers. Attached to this Business Case and Cost Benefit Analysis, Appendix A, is a detailed summary of the procurement process and the Department Secretary's recommended award. The attached Cost Benefit Analysis, Appendix D, demonstrates that the recommended award will save significant costs far above the 7% savings requested by the Legislature in the 2011 Proviso.

Cost Benefit Analysis
Bid Award with RMC Hospital

	*Adjusted Total Expenditures (FLAIR)	**Bid Amount	Total Savings	% Savings
FY 2009-2010	414,151,123	358,723,927	55,427,196	13.38%
FY 2010-2011	415,922,757	358,723,927	57,198,830	13.75%
FY 2011-2012 Projected	404,261,062	358,723,927	45,537,135	11.26%

****Bid Award**	
Corizon	229,968,477
Wexford Health Sources	48,348,937
	278,317,414
Contract Monitoring/Oversight	8,783,624
Drug Costs	71,622,889
Total Health Services	358,723,927

*FY 2011-2012 Projected as of February 29, 2012.

Health Services Bid Proposals

	Comprehensive Health Care Services - Excluding Pharmacy Including RMC Hospital				
Proposers	**Region I**	**Region II**	**Region III**	**Region IV**	**Regions I, II And III**
Wexford Health Sources	60,987,617	127,050,454	67,595,740	**48,348,937**	249,250,530
Corizon	57,214,250	120,958,416	55,965,811	59,513,680	**229,968,477**
Correctional Healthcare Companies			59,728,750		
Geo Care				62,554,495	
Intend to award health services contracts to Wexford for Region IV and to Corizon for Regions I, II and III					
Department Expenditures (Excluding Pharmacy/Oversight*)					
FY2009-2010 Expenditures	52,391,068	135,315,992	63,135,593	72,200,233	250,842,653
Bid Awards				48,348,937	229,968,477
Savings - expenditures to proposed bid awards				23,851,296	20,874,176
Percentage				33.03%	8.32%
FY2010-2011 Expenditures	56,544,641	140,626,912	58,029,327	71,943,078	255,200,880
Bid Awards				48,348,937	229,968,477
Savings - expenditures to proposed bid awards				23,594,141	25,232,403
Percentage				32.80%	9.89%
Department Expenditures (Excluding Pharmacy/Oversight) - Statewide**					
FY2011-2012 Expenditure Totals (projected)	329,434,883				
Bid Awards	278,317,414				
Savings - expenditures to proposed bid awards	51,117,469				
Percentage	15.5%				
Pharmacy and Oversight Costs that are excluded from the bids					
Contract Monitoring/Oversight Estimated	8,783,624	Department Pharmacy Staffing			
Pharmacy and Drug Costs (Projected FY2011-2012)	71,622,889				

* Central Office costs include positions, travel and expenses to oversee the monitoring of the contract and discipline specific medical staff to ensure the delivery of health care services in compliance with statutes, rules and procedures.
* Pharmacy costs include pharmacy staff and actual drug costs.
**Regional breakout not available until end of fiscal year

* Estimated employee leave payouts for health services as of March 29, 2012 are $9,951,806.

Department of Corrections
Health Services Privatization Expenditure Comparison
FY 2009-2010

FTE's 2,792.5

	(A)Expenditures (FLAIR)	(B)Less Pharmacy	(C)Allocated Cost	(A-B+C) Adjusted Total
Central Office	5,847,098	195,460		5,651,638
Region I Office	2,430,993			2,430,993
Region II Office	2,330,555			2,330,555
Region III Office	3,205,182			3,205,182
Region IV Office	(19,037)			(19,037)
	13,794,791	195,460	0	13,599,331

Region I

Category	(A)Expenditures (FLAIR)	(B)Less Pharmacy	(C)Allocated Cost	(A-B+C) Adjusted Total
Salary and Benefits	34,098,070	977,810		33,120,260
Other Personal Services (OPS)	4,352,584			4,352,584
Expenses	1,616,648			1,616,648
Operating Capital Outlay (OCO)	160,581			160,581
Contracted Services	11,086			11,086
Inmate Health Services	10,138,889			10,138,889
General Drugs	4,109,212	4,109,212		0
Psychotropic Drugs	1,540,657	1,540,657		0
Infectious Disease Drugs	3,644,136	3,644,136		0
Adjustment for Drugs	3,430,767	3,430,767		0
Risk Management Insurance	0			0
State Personnel Assessments			251,301	251,301
Allocated Cost	2,930,284			2,930,284
FLAIR Adjustments	(190,565)			(190,565)
Region I Total	65,842,349	13,702,582	251,301	52,391,068

Region II

Category	(A)Expenditures (FLAIR)	(B)Less Pharmacy	(C)Allocated Cost	(A-B+C) Adjusted Total
Salary and Benefits	45,751,816	1,867,560		43,884,256
Other Personal Services (OPS)	8,190,174			8,190,174
Expenses	5,025,705			5,025,705
Operating Capital Outlay (OCO)	208,092			208,092
Contracted Services	195,418			195,418
Inmate Health Services	74,400,412			74,400,412
General Drugs	11,115,347	11,115,347		0
Psychotropic Drugs	1,403,739	1,403,739		0
Infectious Disease Drugs	5,681,943	5,681,943		0
Adjustment for Drugs	6,666,172	6,666,172		0
Risk Management Insurance	0			0
State Personnel Assessments			389,517	389,517
Allocated Cost	1,877,577			1,877,577
FLAIR Adjustments	1,144,841			1,144,841
Region II Total	161,661,236	26,734,761	389,517	135,315,992

Region III

Category	(A)Expenditures (FLAIR)	(B)Less Pharmacy	(C)Allocated Cost	(A-B+C) Adjusted Total
Salary and Benefits	32,674,415	1,317,052		31,357,363
Other Personal Services (OPS)	7,677,128			7,677,128
Expenses	2,302,885			2,302,885
Operating Capital Outlay (OCO)	208,489			208,489
Contracted Services	12,647			12,647
Inmate Health Services	19,399,284			19,399,284
General Drugs	5,773,988	5,773,988		0
Psychotropic Drugs	2,195,200	2,195,200		0
Infectious Disease Drugs	6,024,072	6,024,072		0
Adjustment for Drugs	5,148,161	5,148,161		0
Risk Management Insurance	0			0
State Personnel Assessments			229,637	229,637
Allocated Cost	2,039,616			2,039,616
FLAIR Adjustments	(91,456)			(91,456)
Region III Total	83,364,429	20,458,473	229,637	63,135,593

Department of Corrections
Health Services Privatization Expenditure Comparison
FY 2009-2010
Region IV

Category	(A)Expenditures (FLAIR)	(B)Less Pharmacy	(C)Allocated Cost	(A-B+C) Adjusted Total
Salary and Benefits	25,439,776			25,439,776
Other Personal Services (OPS)	21,086			21,086
Expenses	1,724,607			1,724,607
Operating Capital Outlay (OCO)	201,287			201,287
Contracted Services	50,787			50,787
Inmate Health Services	44,401,829			44,401,829
General Drugs	3,648,578	3,648,578		0
Psychotropic Drugs	1,030,742	1,030,742		0
Infectious Disease Drugs	8,083,115	8,083,115		0
Adjustment for Drugs	4,752,254	4,752,254		0
Risk Management Insurance	0			0
State Personnel Assessments	0		226,604	226,604
Allocated Costs	316,264			316,264
FLAIR Adjustments	(182,007)			(182,007)
Region IV Totals	89,488,318	17,514,689	226,604	72,200,233

Department Totals Less Oversight/Pharmacy				
	(A)Expenditures (FLAIR)	**(B)Less Pharmacy**	**(C)Allocated Cost**	**(A-B+C) Adjusted Total**
Department Totals	**414,151,123**	**78,605,965**	**1,097,059**	**336,642,217**
FLAIR Adjustment				**680,614**
Less Central Office	**5,847,098**	**195,460**		**5,651,638**
Adjusted Total	**408,304,025**	**78,410,505**		**330,309,965**
***Bid Award**				**278,317,414**
Savings				**51,992,551**
% Savings				**15.74%**

Overall Department Savings		
Expenditures	**414,151,123**	
***Bid Award**	**278,317,414**	
Contract Monitoring/Oversight	**8,783,624**	**Excludes $1.7 million in Reimbursable Monitors and Pharmacy Salaries**
Drug Costs	**71,622,889**	
Total Bid Costs	**358,723,927**	
Total Savings	**55,427,196**	
Total % Savings	**13.38%**	

***Bid Award**	
Corizon	229,968,477
Wexford Health Sources	48,348,937
	278,317,414

Department of Corrections
Health Services Privatization Expenditure Comparison
FY 2010-2011

FTE's 2,951.5

	(A)Expenditures (FLAIR)	(B)Less Pharmacy	(C)Allocated Cost	(A-B+C) Adjusted Total
Central Office	5,895,209	202,647		5,692,562
Region I Office	2,126,217			2,126,217
Region II Office	2,478,220			2,478,220
Region III Office	2,557,714			2,557,714
Region IV Office	1,282,786			1,282,786
	14,340,146	202,647		14,137,499

Region I

Category	(A)Expenditures (FLAIR)	(B)Less Pharmacy	(C)Allocated Cost	(A-B+C) Adjusted Total
Salary and Benefits	33,784,443	1,007,439		32,777,004
Other Personal Services (OPS)	3,357,326			3,357,326
Expenses	1,273,039			1,273,039
Operating Capital Outlay (OCO)	29,162			29,162
Contracted Services	0			0
Inmate Health Services	12,619,212			12,619,212
General Drugs	4,838,742	4,838,742		0
Psychotropic Drugs	1,268,960	1,268,960		0
Infectious Disease Drugs	5,680,107	5,680,107		0
Adjustment for Drugs		0		0
Risk Management Insurance	0			0
State Personnel Assessments			232,724	232,724
FLAIR Adjustments	6,256,174			6,256,174
Region I Total	69,107,165	12,795,248	232,724	56,544,641

Region II

Category	(A)Expenditures (FLAIR)	(B)Less Pharmacy	(C)Allocated Cost	(A-B+C) Adjusted Total
Salary and Benefits	48,252,915	1,960,768		46,292,147
Other Personal Services (OPS)	7,323,575			7,323,575
Expenses	5,035,687			5,035,687
Operating Capital Outlay (OCO)	108,517			108,517
Contracted Services	235,288			235,288
Inmate Health Services	75,123,902			75,123,902
General Drugs	14,890,633	14,890,633		0
Psychotropic Drugs	1,278,069	1,278,069		0
Infectious Disease Drugs	9,146,729	9,146,729		0
Adjustment for Drugs		0		0
Risk Management Insurance	0			0
State Personnel Assessments			378,702	378,702
FLAIR Adjustments	6,129,094			6,129,094
Region II Total	167,524,409	27,276,199	378,702	140,626,912

Region III

Category	(A)Expenditures (FLAIR)	(B)Less Pharmacy	(C)Allocated Cost	(A-B+C) Adjusted Total
Salary and Benefits	28,772,312	1,313,835		27,458,477
Other Personal Services (OPS)	6,346,070			6,346,070
Expenses	1,365,806			1,365,806
Operating Capital Outlay (OCO)	54,279			54,279
Contracted Services	12,430			12,430
Inmate Health Services	18,335,013			18,335,013
General Drugs	6,132,228	6,132,228		0
Psychotropic Drugs	1,737,880	1,737,880		0
Infectious Disease Drugs	8,466,487	8,466,487		0
Adjustment for Drugs		0		0
Risk Management Insurance	0			0
State Personnel Assessments			241,896	241,896
FLAIR Adjustments	4,215,356			4,215,356
Region III Total	75,437,861	17,650,430	241,896	58,029,327

Department of Corrections
Health Services Privatization Expenditure Comparison
FY 2010-2011
Region IV

Category	(A)Expenditures (FLAIR)	(B)Less Pharmacy	(C)Allocated Cost	(A-B+C) Adjusted Total
Salary and Benefits	23,718,071			23,718,071
Other Personal Services (OPS)	16,966			16,966
Expenses	1,182,674			1,182,674
Operating Capital Outlay (OCO)	56,453			56,453
Contracted Services	26,956			26,956
Inmate Health Services	42,815,983			42,815,983
General Drugs	4,741,656	4,741,656		0
Psychotropic Drugs	669,633	669,633		0
Infectious Disease Drugs	12,357,905	12,357,905		0
Adjustment for Drugs		0		0
Risk Management Insurance	0			0
State Personnel Assessments			199,096	199,096
FLAIR Adjustments	3,926,879			3,926,879
Region IV Totals	89,513,176	17,769,194	199,096	71,943,078

Department Totals Less Oversight/Pharmacy				
	(A)Expenditures (FLAIR)	**(B)Less Pharmacy**	**(C)Allocated Cost**	**(A-B+C) Adjusted Total**
Department Totals	**415,922,757**	**75,693,718**	**1,052,418**	**341,281,457**
Less Central Office	**5,895,209**	**202,647**		**5,692,562**
Adjust Total for Bid	**410,027,548**	**75,491,071**		**335,588,895**
***Bid Award**				**278,317,414**
Savings				**57,271,481**
% Savings				**17.07%**

Overall Department Savings		
Expenditures	**415,922,757**	
***Bid Award**	**278,317,414**	
Contract Monitoring/Oversight	**8,783,624**	**Excludes $1.7 million in Reimbursable Monitors and Pharmacy Salaries**
Drug Costs	**71,622,889**	
Total Bid Costs	**358,723,927**	
Total Savings	**57,198,830**	
Total % Savings	**13.75%**	

***Bid Award**	
Corizon	229,968,477
Wexford Health Sources	48,348,937
	278,317,414

Department of Corrections
Health Services Privatization Expenditure Comparison
FY 2011-2012 (PROJECTED)

FTE's	2,800.5

Department Total (Projected)

Category	(A)Expenditures (FLAIR)	(B)Less Pharmacy	(C)Allocated Cost	(A-B+C) Adjusted Total
Salary and Benefits	146,159,655	4,484,688		141,674,967
Other Personal Services (OPS)	10,495,871			10,495,871
Expenses	8,814,530			8,814,530
Operating Capital Outlay (OCO)	124,262			124,262
Contracted Services	1,295,327			1,295,327
Inmate Health Services	165,208,234			165,208,234
General Drugs	29,214,474	29,214,474		0
Psychotropic Drugs	5,432,051	5,432,051		0
Infectious Disease Drugs	36,747,384	36,747,384		0
Adjustment for Drugs	0	0		0
Risk Management Insurance	769,274			769,274
State Personnel Assessments	0		1,052,418	1,052,418
FLAIR Adjustments	0			0
Department Total (Projected)	404,261,062	75,878,597	1,052,418	329,434,883

Department Totals Less Oversight/Pharmacy				
	(A)Expenditures (FLAIR)	**(B)Less Pharmacy**	**(C)Allocated Cost**	**(A-B+C) Adjusted Total**
Department Totals	**404,261,062**	**75,878,597**	**1,052,418**	**329,434,883**
Less Central Office	**5,895,209**	**202,647**		**5,692,562**
Adjust Total for Bid	**398,365,853**	**75,675,950**		**323,742,321**
***Bid Award**				**278,317,414**
Savings				**45,424,907**
% Savings				**14.03%**

Overall Department Savings		
Expenditures	**404,261,062**	
***Bid Award**	**278,317,414**	
Contract Monitoring/Oversight	**8,783,624**	**Excludes $1.7 million in Reimbursable Monitors and Pharmacy Salaries**
Drug Costs	**71,622,889**	
Total Bid Costs	**358,723,927**	
Total Savings	**45,537,135**	
Total % Savings	**11.26%**	

***Bid Award**	
Corizon	229,968,477
Wexford Health Sources	48,348,937
	278,317,414

Cost Benefit Analysis
Per Diem Comparison

Fiscal Year	ADP	Per Diem
FY 2009-2010 (Annual Report)	93,270	$ 11.87
FY 2010-2011 (Annual Report)	92,719	$ 12.04
FY 2011-2012 (Projected)	90,648	$ 12.22

Bid Per Diem (Excludes Oversight/Pharmacy)			
Region I, II and III	74,333	$	8.4611
Region IV	15,724	$	8.4112
	90,057		
Including Oversight/Pharmacy			
Department Total	90,057	$	10.91

Cost Benefit Analysis
Projected Expenditures for FY 2012-2013
Based on CJEC Population

Includes Oversight/Pharmacy

	ADP	Per Diem	Days	Projected Appropriation
FY 2012-2013	89,103	$ 10.91	365	$ 354,923,860

Leave Balances Through March 29, 2012
Corrected for New Retirement Costs and Employees Exiting Drop Prior to Privatization
Only Health Services

salary and benefits cost of annual leave payout			salary and benefits cost of sick leave payout			salary and benefits cost of special payout		
Sum	**Mean**	**Max**	**Sum**	**Mean**	**Max**	**Sum**	**Mean**	**Max**
$7,060,035.31	$3,443.92	$48,054.50	$1,182,148.18	$576.10	$45,216.27	$1,709,623.86	$833.96	$40,956.06

FLORIDA DEPARTMENT OF CORRECTIONS

REQUEST FOR PROPOSAL

CONTRACTUAL SERVICES

Page 1 of 196 pages

AGENCY MAILING DATE: September 14, 2011

SUBMIT PROPOSALS TO:
Ana G. Ploch, Procurement Manager
Department of Corrections
Bureau of Procurement and Supply
4070 Esplanade Way
Tallahassee, FL 32311
Telephone: (850) 717-3680
Fax: (850) 488-7189

SOLICITATION TITLE: Comprehensive Healthcare Services in Regions I, II and III

SOLICITATION NO: 11-DC-8324

PROPOSALS WILL BE OPENED: November 8, 2011 @ 2:00 p.m. E.S.T.
and may not be withdrawn within 365 days after such date and time.

PROPOSER NAME:	
PROPOSER MAILING ADDRESS:	
CITY – STATE – ZIP:	
PHONE NUMBER:	
FREE NUMBER:	
FAX NUMBER:	
EMAIL ADDRESS:	
FEID NO.:	

*AUTHORIZED SIGNATURE (MANUAL)

*AUTHORIZED SIGNATURE (TYPED), TITLE

* This individual must have the authority to bind the proposer.

I certify that this Proposal is made without prior understanding, agreement, or connection with any corporation, firm, or person submitting a proposal for the same services (including equipment and supplies)t, and is in all respects fair and without collusion or fraud. I agree to abide by all conditions of this RFP and certify that I am authorized to sign this Proposal Submittal for the Proposer/Contractor and that the Proposal is in compliance with all requirements of the Request for Proposal, including but not limited to, certification requirements and mandatory attestations. In submitting a Proposal to an agency for the State of Florida, the Proposer offers and agrees that if the Proposal is accepted, the Proposer will convey, sell, assign or transfer to the State of Florida all rights, title and interest in and to all causes of action it may now or hereafter acquire under the Anti-trust laws of the United States and the State of Florida for price fixing relating to the particular services purchased or acquired by the State of Florida. At the State's discretion, such assignment shall be made and become effective at the time the Department tenders final payment to the Proposer/Contractor.

NO BID SUBMITTED: Please provide reason for "No Bid" in this Space

PROPOSER CONTACTS: Please provide the name, title, address, telephone number and e-mail address of the official contact and an alternate, if available. These individuals shall be available to be contacted by telephone regarding the solicitation.

PRIMARY CONTACT:		SECONDARY CONTACT:	
NAME, TITLE:		NAME, TITLE:	
ADDRESS:		ADDRESS:	
PHONE NUMBER:		PHONE NUMBER:	
FAX NUMBER:		FAX NUMBER:	
EMAIL ADDRESS:		EMAIL ADDRESS:	

The State of Florida's general contract conditions, Form PUR 1000 (10/06), and the General Instructions to Proposers, Form PUR 1001 (10/06), as required by Rule 60A, F.A.C. are each hereby incorporated by reference. These conditions, forms and instructions are available on the internet at http://dms.myflorida.com/purchasing. Any terms and conditions set forth within this document shall supersede any and all conflicting terms and conditions set forth within Form PUR 1000 and Form PUR 1001.

State of Florida

Department of Corrections

REQUEST FOR PROPOSAL (RFP)

FOR

COMPREHENSIVE HEALTHCARE SERVICES IN REGIONS I, II, II

RFP #11-DC-8324

DMS CLASS & GROUP
916-130, 916-280, 916-493, 920-500, 974-150, 974-480, 974-490, 974-500, 974-510, and 974-520

RELEASED ON
September 14, 2011

BY THE
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SECTION 1 – DEFINITIONS

The following terms used in this Request for Proposal ("RFP"), unless the context otherwise clearly requires a different construction and interpretation, have the following meanings:

1.1 Access: As used in this Request for Proposal, is the establishing of a means by which healthcare services are made available to inmates. Access will be provided on-site or off-site 24 hours a day, 7 days a week.

1.2 Average Daily Population: The 'average daily population' is calculated by adding all the daily prison populations in a given month and then dividing that monthly total by the number of days in a given month.

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

1.4 Breach of Contract: The condition of the relationship between the Department and the Contractor which exists when the Contractor fails to perform under the terms and conditions of the Contract which may result from this RFP.

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

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

1.7 Community Healthcare Provider: Healthcare services required under this RFP that are provided off-site by healthcare providers in the community.

1.8 Comprehensive Healthcare Services: As used herein, Comprehensive Healthcare Services refers to all medical, dental and mental health services, including program support services as outlined in this RFP. Comprehensive Healthcare Services include the provision of medically necessary and appropriate healthcare treatment to meet the minimum constitutionally adequate level of care established by federal law. This includes healthcare treatment both on-site and off-site.

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

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

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

1.12 Contract: The agreement resulting from this RFP between the Successful Proposer and the Department.

1.13 Contractor: The organizational entity serving as the primary Contractor with whom a contract will be executed. The term Contractor shall include all employees, subcontractors, if applicable, agents, volunteers, and anyone acting on behalf of, in the interest of, or for, the Contractor.

1.14 Corrective Action Plan (CAP): A Contractor's comprehensive written response to any deficiencies discovered in the course of contract monitoring, and plan for remediation of those deficiencies.

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

1.16 Crisis Stabilization Unit (CSU): Refers to a unit that provides a level of care that is less restrictive and intensive than care provided in a corrections mental health treatment facility that includes a broad range of evaluation and treatment services provided within a highly structured residential setting.

1.17 Day: Calendar day, unless otherwise stated.

1.18 Department: The State of Florida, Department of Corrections, referred to in this RFP document as "the Department" or "DC."

1.19 Desirable Conditions: The use of the words "should" or "may" in this RFP indicate desirable attributes or conditions, but are permissive in nature. Deviation from, or omission of, such a desirable feature, will not in itself cause rejection of a Proposal.

1.20 Duration of Contract: The original five (5) year term with annual reviews, and the additional five (5) year renewal period, if renewal option is exercised by the Department.

1.21 General Population: As used in this RFP, refers to the population of inmates who are allowed normal movement within an institution.

1.22 HIPAA: Refers to the Administrative Simplification provisions of the Health Insurance Portability and Accountability Act of 1996 (HIPAA, Title II) requiring the Department of Health and Human Services (HHS) to establish national standards for electronic health care transactions and national identifiers for providers, health plans, and employers. It also addresses the security and privacy of health data. The Contractor shall comply with HIPAA, 1996 (42 U.S.C. 1320d-1329d-8), and all applicable regulations promulgated thereunder.

1.23 HITECH Act: Refers to the Health Information Technology for Economic and Clinical Health Act, enacted as part of the American Recovery and Reinvestment Act of 2009. HITECH generally establishes new requirements for notification of protected health information breaches, makes business associates directly liable for compliance with HIPAA security and privacy requirements, modifies disclosure accounting rules and enhances the civil and criminal enforcement of HIPAA. See 42 U.S.C. §§ 17921 and 17931, et seq. The Contractor shall comply with HITECH and all applicable regulations promulgated thereunder.

1.24 Inmates: All persons, male and female, residing in institutions, or admitted or committed to the care and custody of the Department. This term encompasses all persons residing in any current or new facility, including but not limited to, correctional institutions, annexes, work camps, road prisons and forestry camps.

1.25 Institutions: As used in this RFP, refers to all Department's correctional institutions, road prisons, work/forestry camps, treatment centers, work release centers, re-entry institutions, and other satellite facilities.

1.26 Isolation Management Room (IMR): A cell in an infirmary mental health care unit, transitional care unit, crisis stabilization unit, or a corrections mental health treatment facility that has been certified as being suitable for housing those with acute mental impairment or those who are at risk for self-injury.

1.27 Joint Venture: A business agreement, documented in writing, between two or more parties, to perform services or provide goods in response to this RFP, in which all parties to the agreement share in the profits, losses, and

responsibilities under the Contract with the Department of Corrections, provided that all parties in the joint venture are jointly and severally liable for the performance requirements of the Contract, including but not limited to all claims, damages and other liabilities that the joint venture as a whole, is responsible.

1.28 Mandatory Responsiveness Requirements/Fatal Criteria: Terms, conditions or requirements that shall be met by the Proposer to be responsive to this RFP. These responsiveness requirements are mandatory. Failure to meet these responsiveness requirements will cause rejection of a proposal. Any proposal rejected for failure to meet mandatory responsiveness requirements will not be further evaluated.

1.29 Material Deviations: The Department has established certain requirements with respect to proposals to be submitted by vendors. The use of *shall*, *must* or *will* (except to indicate simple futurity) in this RFP indicates a requirement or condition which may not be waived by the Department except where any deviation therefrom is not material. A deviation is material if, in the Department's sole discretion, the deficient proposal is not in substantial accord with this RFP's requirements, provides an advantage to one proposer over other proposers, or has a potentially significant effect on the quantity or quality of items or services proposed, or on the cost to the Department. Material deviations cannot be waived and shall be the basis for rejection of a proposal.

1.30 Medically Necessary: Health care services that a Healthcare Provider, exercising prudent clinical judgment, would provide to a patient for the purpose of evaluating, diagnosing or treating an illness, injury, disease, and which is:

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

1.31 Medical Grade: An overall functional capacity designation as provided in Health Services Bulletin/Technical Instruction 15.03.13.

1.32 Mental Disorder: An impairment of the emotional processes, of the ability to exercise conscious control of one's actions, or of the ability to perceive or understand reality that substantially interferes with a person's ability to meet the ordinary demands of the incarceration environment, regardless of etiology, except that for the purposes of transfer of an inmate to a corrections mental health treatment facility, the term does not include retardation or developmental disability as those terms are defined in Chapter 393, F.S., simple intoxication, or conditions manifested only by antisocial behavior or drug addiction. An individual who is mentally retarded or developmentally disabled, however, may also have a mental disorder.

1.33 Mental Health Grade: An overall functional capacity designation as provided in Health Services Bulletin/Technical Instruction 15.03.13.

1.34 Mental Health Care: Observation, mental health assessment, psychological evaluation, or mental health services that are delivered in in-patient or out-patient settings by mental health staff.

1.35 Minimum Constitutionally Adequate Level of Healthcare: As used in this RFP, means timely access to and provision of appropriate healthcare that is reasonably and legally sufficient to address the inmate's health complaint.

1.36 Minor Irregularity: A variation from the RFP terms and conditions which does not affect the price proposed or give the proposer an advantage or benefit not enjoyed by the other proposers or does not adversely impact the interests of the Department.

1.37 National Commission on Correctional Health Care (NCCHC): An independent, not-for-profit organization that establishes national standards for correctional health and mental health care services and offers accreditation for correctional facilities that meet these standards. The standards address health care services and support, inmate

care and treatment, health promotion and disease prevention, special patient needs and services, health records, medical-legal issues, governance and administration, environmental health and safety and personnel training.

1.38 Responsible Vendor: A vendor who has the capability in all respects to fully perform the contract requirements and the integrity and reliability that will assure good faith performance.

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

1.40 Self-harm Observation Status (SHOS): (Formerly referred to as Suicide Observation Status-SOS) Refers to a clinical status ordered by a qualified health care clinician that provides for safe housing and close monitoring of inmates who are determined to be suicidal or at risk for serious self-injurious behavior, by mental health staff, or in the absence of mental health staff, by medical staff.

1.41 SOAP: As used in this RFP, "SOAP" is an acronym for "Subjective, Objective, Assessment, Plan (medical documentation format)".

1.42 SOAPE: As used in this RFP, "SOAPE" is an acronym for "Subjective, Objective, Assessment, Plan, Evaluation (guide to pre-hospital patient care report writing)".

1.43 Special Housing: As used in this RFP, special housing refers to administrative confinement, disciplinary confinement, protective management, maximum management, and close management. Special Housing is provided within an Isolation Management Room (IMR), Crisis Stabilization Unit (CSU), Transitional Care Unit (TCU), or Corrections Mental Health Treatment Facility (CMHTF).

1.44 Subcontract: An agreement entered into by the Contractor and approved by the Department with any other person or organization that agrees to perform any performance obligation for the Contractor specifically related to securing or fulfilling the Contractor's obligations to the Department of Corrections under the terms of the Contract resulting from this RFP.

1.45 Successful Proposer/Contractor: The entity that will be performing as the contractor under any contract resulting from this RFP.

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

1.47 Vendor, Offeror, Proposer or Contractor: A legally qualified corporation, partnership or other entity submitting a proposal to the Department pursuant to this RFP that will be performing as the Contractor under any resultant contract.

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SECTION 2 – INTRODUCTION

2.1 Background

The State of Florida has a current total inmate population of approximately one hundred and two thousand (102,000) to date. The number of inmates in prison has risen over 20% in the last 5 years. Inmates are housed in both privately-operated and state-operated facilities throughout the State which includes approximately sixty (60) major correctional institutions and approximately seventy-five (75) other facilities, such as road prisons, various work/forestry camps, treatment centers, work release centers, and re-entry institutions. At present, facilities operated by the Florida Department of Corrections (hereinafter referred to as "Department" or "DC" as opposed to the seven private Florida prisons operated by the Department of Management Services) are grouped into two (2) regions (Northern and Southern), with the Northern Region encompassing the Panhandle (Region I) and North Florida (Region II); and the Southern Region encompassing Central (Region III) and South Florida (Region IV). The Department operates the Reception and Medical Center (RMC) in Lake Butler, Florida which includes a licensed one hundred and twenty (120) bed hospital.

Pursuant to Chapter 945, Florida Statutes, the Department is responsible for the supervisory and protective care, custody, and control of all inmates. In carrying out this statutory responsibility, the Department provides availability of and access to comprehensive healthcare services. Currently, the Department delivers medical, dental, mental health and pharmaceutical services through a combination of state employees and contracted vendors. Primary health care is provided on-site by Department employees and resources. Contracted vendors provide a variety of contracted goods and services including: pharmaceuticals, hospital services, contract staffing, independent physician services, laboratory/pathology services, dialysis, radiology, ambulatory surgery, ambulance/private transport, and medical and office supplies

Further information specific to the immediate past provision of comprehensive healthcare services by the Department can be found in Section 2.7, Exhibits & Resources CD.

2.2 Overview of Services Sought

On May 26, 2011, the Governor of the State of Florida signed into law Senate Bill 2000, which requires the Department of Corrections to award contracts to private companies for the provision of health services. The proviso language includes the following conditions:

> From the funds in Specific Appropriations 726 through 741, the Department shall issue a request for proposal, in accordance with chapter 287, Florida Statutes, for statewide comprehensive health care services, excluding region 4, for inmates in the custody of the Department. The Department must also issue requests for proposals, in accordance with chapter 287, Florida Statutes, individually for Regions 1, 2, and 3. These requests for proposal shall not apply to health care services for inmates housed in institutions authorized under the provisions of chapter 957, Florida Statutes. The contract or contracts shall take effect in Fiscal Year 2011-2012. Comprehensive health care services shall include physical health care services (including utilization management), dental services, and mental health services. The Department shall determine the award based on best cost and interest to the state. Any intent to award for comprehensive health services is contingent upon a cost savings of at least 7 percent less than the Department's Fiscal Year 2009-2010 healthcare expenditures. In order to achieve these cost savings, the contracts shall be written in a manner that enables the contractors to access the legislatively mandated Medicare plus 10 percent provider rates available to the Department.
>
> The Department must submit a cost-benefit analysis which delineates the Department's current costs of providing the services and the savings that would be generated by the transition plan yielding a minimum savings of at least 7 percent to the Legislative Budget Commission by December 1, 2011. The Department shall only award a contract or contracts based on the approval of the Legislative Budget Commission.

Current Department of Corrections' employees who are affected by the health services privatization initiatives shall be given first preference for continued employment by the contractors. The Department shall make reasonable efforts to find a suitable job placement for employees who wish to remain state employees.

The complete Senate Bill 2000 proviso language for health services privatization is included in EXHIBIT X.

The Department is seeking proposals for comprehensive health services, which include, but is not limited to, health services (including medical, dental, nursing services; routine urgent and emergent care; inpatient and outpatient services; specialty services; emergency medical transport; etc.); utilization management, behavioral health; nutrition services, quality management/quality assurance, telehealth/telepsychiatry, health information systems, pharmaceutical services, electronic health record, related supportive services, administrative oversight and support. However, the Department intends to retain pharmaceutical services pending the outcome of the Department of Management Services (DMS) solicitation for pharmaceuticals, and the resulting state term contract. At that time, the Department will conduct a cost/benefit analysis to determine whether to continue providing pharmaceutical services, or add these services to the Contract.

The Department requires proposals that demonstrate a thorough understanding of the scope of work and what is required by the contractor to satisfactorily provide services described in the RFP. To this end, the Proposer must submit a Proposal that will be used to create a consistent, coherent management plan of action that will be used to guide the outsourcing of health services. The Plan should include detail sufficient to give the Department an understanding of the Proposer's knowledge and approach. Specifically, the Proposer must fully describe its approach, methods, and specific work steps for doing the work and producing the deliverables. The Proposer must also provide a complete and detailed description of the services to be provided.

To be more accountable to the taxpayers of Florida, the Department is looking to the private sector with its flexibility, purchasing power, business acumen and innovation to apply managed care principles in the delivery of comprehensive health care services to all Department's institutions in Regions I, II and III. To this end, the Department is interested in a single Contractor for the provision and operation of comprehensive health care services to all Departments' facilities in the areas designated as Regions I, II and III in EXHIBIT A. The Department is committed to ensuring the availability of adequate healthcare services within recognized professional standards to all inmates. In addition, services shall be provided to inmates housed in road prisons, work/forestry camps, work release centers, treatment centers, and re-entry centers associated with these institutions.

Based on the unique operational needs of the correctional system and on available funding, in any contract resulting from this RFP, the Department reserves the right to require the Contractor to add or delete institutions and satellite facilities, in addition to those originally included under this RFP, and to adjust the number of inmates served at any contracted site. Therefore, the Contractor should be prepared in advance to make any necessary changes as required.

The Contractor must have all required services and staffing in place at the start of the contract, or as of a date agreed upon within the contract, and submit a plan of operation and implementation with a projected time line with the response to this RFP.

The Contractor is to establish a program for the provision of staffing and operation of health, mental/behavioral health, dental, healthcare network and utilization management, pharmacy, electronic health record, and any claims management services for all institutions. The program is to meet constitutional and community standards, the standards of the American Correctional Association (ACA) and/or National Commission on Correctional Health Care (NCCHC), Florida Statutes, Florida Administrative Code, court orders, applicable policies, procedures, and directives regarding the provision of health services in the Department. Department policy, procedure, or directive language will take precedence over the Contractor's policies and procedures in the event of any conflict between the two.

In some parts of this RFP, the Contractor is referred to as a single entity, and in others as multiple; the request should be interpreted as being offered in such a way that a Contractor must bid on comprehensive healthcare services, as defined on Section 1, Definitions.

The Contractor must understand that the institutions are first charged with the responsibility for maintaining custody and security for inmates. Therefore, the Department retains authority to assign inmates to the most appropriate institution. The Contractor shall not dispute or refuse acceptance of any inmate assignment based on any medical, dental and/or mental health condition (s).

Proposers shall ensure that any person performing work under the Contract(s) agrees to adhere to all Department procedures, policies, and codes of conduct, including procedures concerning fraternization and contact with inmates. The Proposer shall ensure compliance with all applicable statutes, promulgated rules, court orders, and administrative directives pertaining to the delivery of health care services. The Proposer shall employ health care professionals whose licenses or certifications are clear, active and unrestricted.

For additional general description of services, see Section 3, Scope of Services Sought.

2.3 Statement of Purpose

For administrative purposes throughout this document, the Department is referring to a vendor, offeror or proposer as "Contractor" and any contract to be issued as a result of this RFP as "the Contract" or "this Contract". This does not mean or imply that any person or firm submitting a response to the RFP as a vendor, offeror or proposer will ultimately be awarded a contract or otherwise become a Contractor as that term is commonly understood. By utilizing the term "Contractor" and "this Contract" or "the Contract" throughout this RFP, the Department will be able to more quickly and efficiently transfer terms and conditions from this RFP document into a Contract document.

All services to be performed by, or under the direction of the Contractor under any resultant contract shall meet or exceed the minimum requirements outlined in this RFP. Under no circumstances shall service delivery meeting less than the minimum service requirements be permitted without the prior written approval of the Department. Otherwise, it shall be considered that services proposed will be performed in strict compliance with the requirements and rules, regulations and governance contained in this RFP and proposers shall be held responsible therefore.

The Department is requesting proposals from qualified vendors who have at least five (5) years of business/corporate experience with appropriately experienced management and at least three (3) years of business/corporate experience, within the last five (5) years, in the provision of comprehensive healthcare services to an aggregate patient population of a minimum of 50,000 inmate patients at any one time in prison, jail or other comparable managed healthcare settings. The Department understands that, due to the size and complexity of the inmate healthcare program, the service solution may require partnerships, joint ventures, and/or subcontracting between two or more companies, and therefore will consider the combined experience and qualifications of any such partnerships meeting these requirements. To ensure the bidding entity is qualified to serve inmate populations in prison settings, the vendor(s), whether responding independently, as a partnership, as a joint venture, or with a response that proposes utilization of subcontractor(s), must collectively have at least five (5) total years of business/corporate experience with appropriately experienced management and at least three (3) total years of business/corporate experience within the last five (5) years, providing comprehensive healthcare with sufficient levels of service in all areas (dental, mental health and physical healthcare) comparable to the service levels sought via this RFP to an inmate population of at least 50,000 inmates.

Throughout the term of the resultant contract, it will be the policy of the Department to maintain the institutional capacities and functional grades shown in EXHIBIT A at or near the maximum level at each institution. Note: The actual population at each institution may not currently be at maximum capacity; however, the proposer shall be prepared to deliver healthcare services up to and including the identified maximum capacity level during the term of the resultant contract.

Comprehensive healthcare services shall be made available to inmates according to the program definitions and specifications outlined in this RFP and any applicable exhibits. Access to and provision of comprehensive healthcare services will be in accordance with minimum constitutionally adequate levels of healthcare and in compliance with

Department Policies and Procedures, court orders, Health Services' Bulletins (HSB's), Technical Instructions (TI's), Department Healthcare Standards, and Department Memoranda regardless of place of assignment or disciplinary status.

In addition, subsequent to establishing a contract resulting from this RFP, if the Department determines that additional services within the scope of the service, additional minimum specifications, modifications, or deletions are needed, and it is in the Department's best interest to change the scope of service with regards to the specified service delivery, then the Department reserves the right to amend the Contract with any Contractor receiving an award. Only changes within the general scope of service are allowed under Chapter 287, Florida Statutes. No additional compensation shall be granted to the Contractor unless the conditions under Chapter 287, Florida Statutes has been satisfactorily met and/or allowed. Successful Contractors should be prepared in advance to make required changes.

In the event any contract resulting from this RFP is terminated early by either party, the Department reserves the right to procure services from the next highest ranking responsive and responsible Proposer.

2.4 Start-up and Service Implementation

The Contractor must have the capability to implement service delivery as described herein on a date agreed upon between the Contractor and the Department; however, implementation shall be completed between the dates of April 1, 2012, and June 30, 2012. The Department reserves the right to revise the Calendar of Events and/or cancel this RFP as it deems necessary, in the best interest of the State of Florida.

To be included in the RFP, the Contractor shall develop a comprehensive transition plan on start dates for health services delivery at each institution. The schedule shall include a transition plan for each institution and each area of health services delivery within the Department, and must be agreed to in writing by the Department's Contract Manager.

2.5 Term of Contract

It is anticipated that the initial term of any Contract(s) resulting from this RFP shall be for a five (5) year period, with annual reviews, to be scheduled at the Department's discretion. At its sole discretion, the Department may renew the Contract for an additional five (5) year period. The renewal shall be contingent, at a minimum, on satisfactory performance of the Contract by the Contractor as determined by the Department and subject to the availability of funds. If the Department desires to renew the Contract resulting from this RFP, it will provide written notice to the Contractor no later than ninety (90) days prior to the Contract expiration date.

2.6 Pricing Methodology

The Department is seeking pricing that will provide the best value to the State; therefore, interested vendors must submit a Price Proposal utilizing the Price Information Sheet provided at the end of this document. Proposers are encouraged to submit an Price Proposal in such a manner as to offer the most cost effective and innovative solution for services and resources the Proposer can offer, as cost efficiency for the State will be a consideration in determining whether a contract will be awarded based on responses to the RFP and the selection of a service provider. Proposers shall provide the Price Proposal according to the instructions provided in Section 5.11, Price Proposal.

The Contract resulting from this RFP will be a full risk Contract without any caps or aggregate levels after which costs are shared. The successful Contractor will be responsible for all costs associated with the provision of comprehensive healthcare services, including costs for pharmaceuticals (if the Contractor is awarded the Pharmaceutical Services component), with the exception of including HIV/STD care and pharmaceuticals provided by the County Health Departments at selected institutions, through the Department's 340b Agreement with the Florida Department of Health (See EXHIBIT O). The Department reserves the right to add/delete sites, as well as other medical and or mental health services and related drugs that are covered under the 340b drug pricing program. The Contractor may be required to certify receipt or non-receipt of medications ordered for treatment purposes.

In addition, the Department reserves the right to access any programs under the new Federal Healthcare Reform Act, Federal State Local Grants, and Partnership opportunities, or any state initiatives, that result in savings on healthcare costs. Changes will be made by formal contract amendment, as indicated in Section 7.6, Contract Modifications.

Proposers shall provide a single capitation rate, (per-inmate, per-day) for the delivery of comprehensive healthcare services in Regions I, II and III. The contract payment(s) will be based on the average monthly number of incarcerated inmates as reported in the Department's official Monthly Average Daily Population (ADP) report. If the Contractor is not awarded the Pharmaceutical Services component, the Departments' cost of all non-formulary pharmaceuticals and emergency pharmaceuticals filled at local pharmacies will be adjusted from the monthly payment.

The cost of the Health Services Contract Monitors will be a deduction from the monthly management payment to the Contractor. The actual cost for such deductions will be based upon the appropriated rate, salary and expense dollars for the function.

The Proposer shall provide a pricing breakdown for health services cost per discipline and area of service, annual/per-diem, for the following categories:

- Medical
- Dental
- Mental Health
- Pharmacy
- Administrative
- EHR
- Tele-health
- Off site Services(Hospital, Convalescent/Skilled Nursing Home care, Dialysis, Specialty Consults and Care)
- Other Staffing/personnel (Contractor's non-salaried employees)

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

Medical Services

- Primary and specialty care
- All other therapeutic and diagnostic ancillary services
- All emergency room, outpatient and inpatient hospital care
- All medical on or off-site specialty referrals
- Physical and occupational therapy
- All health related and assistive devices unless covered by vocational rehabilitation
- Hearing screening and diagnostic services necessary to identify and treat serious hearing impairment
- All optometry and podiatry services
- Ambulance and other medically related transportation

Mental/Behavioral Health Services

- All psychiatric, psychological and counseling services
- All mental health outpatient and inpatient care
- All mental health on or off-site specialty referrals
- Therapeutic and diagnostic ancillary services as listed under "Medical Services" when these are ordered as part of the mental health delivery process
- Psychological testing, evaluations and reports
- All psychological assessment instruments, scoring and interpretation reports

Dental Services

- All onsite dental care
- All on and off-site specialty care
- All on and off-site oral surgery
- All dental supplies
- All dental equipment repair and/or purchases
- All dental laboratory costs
- All oral pathology costs
- Ability to provide digital radiography within one year of execution of the contract
- All X-ray machine registration and inspection fees

Pharmacy Services

- All prescription medications (except for medications provided through the Federal 340b Drug Discount Program)
- Over-the-counter medications
- Acquire and maintain all pharmacy licenses
- Monthly consultant pharmacist inspections

Electronic Health Record

- Development and implementation services
- Hardware and software required
- Ongoing maintenance and updates
- Training of vendor and the Department's staff

Utilization Management

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

Other Costs across Service Categories

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

- All costs for medical/surgical and office supplies
- All costs for on-site medical and office equipment that are needed in addition to existing equipment
- Other costs not specifically identified but commonly associated with delivery of necessary health services
- Vendor required computer installations, software, etc.
- The Contractor shall not dispute or refuse acceptance of any inmate assignment based on any medical and/or mental health condition(s). Furthermore, no additional compensation shall be granted to the Contractor unless the conditions under Chapter 287, Florida Statutes has been satisfactorily met and/or allowed.

2.7 Exhibits & Resources CD

The Department is providing the following Exhibits and Resources via CD ROM for informational purposes to assist vendors in preparing proposals. Many exhibits contain multiple files. In addition, some exhibits contain information on correctional institutions that are not covered by this RFP. The proposer may disregard any information that does not pertain to correctional institutions located in the region(s) covered by this RFP (reference Section 2.2). All possible efforts have been made to ensure the information contained in the exhibits is accurate, complete, and current; however, the Department does not warrant the information contained in any of the exhibits referenced below is indeed accurate, complete, or current.

It is the sole responsibility of the Proposer to review the information available within this document and the exhibits for the purpose of proposal submission. The Department will not entertain any protest based on the Proposer's lack of review of the documents provided and/or referenced.

Some of the Department's procedures included in the CD are identified as "Restricted." Restricted Department procedures will be made available to Proposers for the development of proposals. To obtain a copy of the Exhibits & Resources CD, Proposers shall print and provide a signed copy of ATTACHMENT 10, Nondisclosure Agreement for Restricted Information, to the Procurement Manager; email is acceptable, with hard copy to follow. Proposers must provide their Express Mail (i.e., Federal Express) account number in their email, when submitting the Nondisclosure Agreement. Once the signed agreement is received by the Procurement Manager, the Department will provide the Exhibits CD to the Proposer, via overnight mail.

If you have trouble accessing any of the documents, contact the Procurement Manager, Ana Ploch, at (850) 717-3680, or via e-mail ploch.ana@mail.dc.state.fl.us.

Exhibits:

- EXHIBIT A – Institutional Profiles, to include: inmate population; types of facilities, including reception centers, main medical units, annexes, work camps, work release centers; male vs. female vs. youthful inmate; medical and mental health grades; number of elderly inmates, pregnant inmates; etc.
- EXHIBIT B – Business Case Analysis
- EXHIBIT C – Policies, Procedures, Rules, Bulletins and Manuals
  a. Health Services Bulletins-Policies
  b. Health Services Forms
  c. Health Services Manuals
  d. Health Services Procedures
  e. Rules

a. EXHIBIT D – Specialty Facilities
   a. Secure Hospital Units (Memorial Hospital Jacksonville and Kendall Regional Medical Center)
   b. RMC (to include Hospital, J-Dorm, Dialysis building, Radiation/Oncology, etc.)
   c. Elderly/impaired/complex medical infirmaries - Zephyrhills J-Dorm (elderly and impaired); CFRC South Unit (elderly/impaired/palliative care); SFRC F-Dorm (elderly/impaired/palliative care); Lowell complex medical needs dorm; River Junction work camp for elderly inmate who are able to work and are minimum/medium custody
   d. Correctional Mental Health Treatment Facility (Lake)
   e. Death Row (Florida State Prison, Union)
   f. CSU and TCU Institutions (Santa Rosa, RMC, Suwannee, Union, Lake, Zephyrhills, Broward, Charlotte, Dade, SFRC)

b. EXHIBIT E – Health services cost data
   a. Management reports (line item expenditures, with backup for each line item)
   b. Per diem reports
   c. Detail on inpatient and outpatient hospital services
   d. RMC fee schedule for private correctional facilities
   e. Detail on pharmacy expenditures – by drug category, repackaging costs, 340b savings, MMCAP prices, etc.
   f. Salary reports by institution (FTE, OPS & contracted staff)

c. EXHIBIT F – Workload Data
   a. Dental Encounter Data
   b. Medical Encounter Data
   c. Mental Health Encounter Data

d. EXHIBIT G – Utilization Management
   a. Approvals and Denials
   b. Average Length of Stay ALOS
   c. Data
   d. Data – Historical

    e. Hospital Census
    f. Private Facility Procedures
    g. Referrals
    h. Specially Care - Institutions
    i. UM process
e. EXHIBIT H – Pharmacy Data
    a. Archive
    b. Drug Utilization Fiscal Year
    c. Filled Script Summary Fiscal Year
    d. Formulary
    e. Top 200 Medications Dispensed
f. EXHIBIT I – Dental Productivity Reports
g. EXHIBIT J – Laboratory Utilization
h. EXHIBIT K – Current Positions
i. EXHIBIT L – Inventory of Medical Equipment
j. EXHIBIT N – X-Ray Data
k. EXHIBIT O – Current Health Services Contracting services
l. EXHIBIT P – List of State Term Contracts
m. EXHIBIT Q – Private Prison Contracts
n. EXHIBIT R – Quality Management Reports – non-identifying information on QM activities, to include: issues identified through institutional and regional QM reviews; mortalities, grievances, infection control, special clinical studies, etc.
o. EXHIBIT S – ACA & NCCHC Links
p. EXHIBIT T – AHCA Licensure Schedule – RMC
q. EXHIBIT U – Training Requirements
r. EXHIBIT V – Union Agreements with Florida Nurses Association and AFSCME
s. EXHIBIT W – Accredited Internship Program
t. EXHIBIT X – Senate Bill 2000

The Exhibits & Resources CD also contains ATTACHMENT 11, Pricing Matrix worksheets, which Proposers must complete as part of their Price Proposal, see Section 5.11.

NOTE: Exhibits are provided for estimating purposes only.

Florida Statutes and Florida Administrative Code rules are available through the Internet and will not be provided through the Department's internet link.

ALL POSSIBLE EFFORTS HAVE BEEN MADE TO ENSURE THE INFORMATION IN THE EXHIBITS & RESOURCES CD IS ACCURATE, COMPLETE AND CURRENT. HOWEVER, THE DEPARTMENT DOES NOT WARRANT THE INFORMATION IS, INDEED ACCURATE, COMPLETE, OR CURRENT. FURTHER, THE EXHIBITS & RESOURCES CD MAY NOT CONTAIN ALL RULES, REGULATIONS OR DIRECTIVES REQUIRED TO BE COMPLIED WITHIN THE DELIVERY OF SERVICES UNDER ANY CONTRACT RESULTING FROM THIS RFP. STRICT COMPLIANCE WITH ALL APPLICABLE FEDERAL AND FLORIDA STATUTES, RULES, COURT ORDERS, DIRECTIVES, AND PROCEDURES MENTIONED ELSEWHERE IN THIS RFP BUT NOT INCLUDED IN THE EXHIBITS & RESOURCES CD WILL BE EXPECTED.

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SECTION 3 – SCOPE OF SERVICES SOUGHT

This section contains the Scope of Services that will be required in any Contract that may be executed as a result of this RFP. By submitting a proposal, each proposer specifically acknowledges and agrees that in addition to all requirements noted elsewhere in this RFP, all requirements referencing "Contractor" contained within the Scope of Services below will be applicable to the proposer should he/she be deemed the successful proposer as defined in Section 1.43.

Inmate healthcare services are a constitutional right; consequently, the state is responsible for providing inmates with a constitutional standard of care when they are admitted to the Department's prisons, in accordance with Sections 945.025(2), and 945.6034, Florida Statutes. The Department's Health Care Delivery System is managed by the Department's Office of Health Service (OHS) and provides comprehensive medical, dental, mental health, and pharmaceutical services, including, but not limited to, health education, preventative care, and chronic illness clinics, and re-entry/discharge planning. The current scope of health services ranges from emergency care to inpatient hospitalization, to specialty care, as required. All major correctional institutions provide basic infirmary services (nursing care), including the monitoring of long-term patients who although are not acutely ill, cannot live among the general population.

3.1 General Description of Services

The Florida Department of Corrections seeks to continue to deliver adequate health care to our correctional population in a cost effective manner. In addition, the intent of the Department is to have all health services personnel provided by a successful proposer or proposers. The Department is currently responsible for the provision of health care services to include medical, dental, mental health, and related support services for inmates committed to custody. The provision of services is primarily provided on-site at state operated correctional institutions. Specialized support services are provided through agreements with providers such as hospitals, clinics, medical specialists, laboratories and other specialty service providers.

The objective of this Request for Proposal (RFP) is to solicit information from qualified Proposers who can manage and operate a comprehensive health care services program for the Department in a cost-effective manner by delivering adequate health care services that meets constitutional and community standards. Under this proposal, the Contractor would assume total responsible for any and all liability for healthcare service delivered to the inmates under the care and supervision of the Department.

<u>The Contractor shall provide services in accordance with the American Correctional Association (ACA) Performance Based Standards, Expected Practices and Outcome Measures and/or National Commission on Correctional Health Care (NCCHC) and prevailing professional practices. The performance of the Contractor's personnel and administration must meet or exceed standards established by ACA and/or NCCHC as they currently exist and/or may be amended. The contractor shall identify the clinical criteria utilized to determine necessity for health care and treatment that at a minimum meet National Clinical Practice Guidelines (i.e. internally developed or other national criteria).</u>

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

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

The proposers shall review all existing policies and procedures. In an effort to obtain the most efficient health care delivery system, the Department will consider changes to policies, procedures and forms that are not specifically mandated by law. Upon award of the contract, the Contractor may propose revisions that will enable them to deliver care more effectively, while continuing to meet statutory requirements. The Department's Office of Health Services

retains final decision-making authority. The contractor shall comply with all established health care policies and procedures as agreed upon prior to the contract and/or as may be amended.

3.2 Overview of Services

This section describes the scope of work to be provided pursuant to this RFP.

It is the intent of the Department to acquire a complete and operational health services program for the population we serve. Any incidental health, nursing, mental health, pharmacy, ancillary services and/or dental items omitted from these specifications may be provided as a part of the Proposer's price in order to deliver a quality, working, comprehensive health services program that is in compliance with the specifications of this RFP. The Proposer's health services program, training curriculum, staff and supplies must be fully identified, described, and documented as required by the sections of this RFP. All staff, supplies and other required components of this RFP will be included in the not to exceed firm, fixed, total price.

The Contractor must maintain an open, collaborative relationship with the Department's Central Office Administration, Office of Health Services, Central Office designated health services staff, Regional Directors, Wardens, and institutional staff.

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

3.3 Health Care Services

Whenever possible, services will be provided on-site.

3.3.1 Reception and Health Screenings

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

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

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

- Past history of serious infectious or communicable illness, and any treatment or symptoms (e.g., chronic cough, hemoptysis, lethargy, weakness, weight loss, loss of appetite, fever, night sweats that are suggestive of illness), and medications
- Current illness and health problems, include communicable diseases
- Dental problems
- Use of alcohol or drugs, including type(s) of drugs used, mode of use, amounts used, frequency used, date or last time of use, and history of any problems that may have occurred after ceasing use.
- Possibility of pregnancy, and history of problems (female only) of an inmate's physical, mental and dental health conditions screenings, tests, (including TB Screening and testing), immunization history and labs, and other diagnostics, which shall be performed on all inmates upon their arrival, transfer and/or release, in accordance with Department procedure.

Documentation of observation of the following:

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

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

Documentation of medical disposition of the inmate:

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

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

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

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

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

3.3.2 Service Lists Upon Transfer between Institutions

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

3.3.3 Infirmary Care

The Department operates institutional infirmaries. The infirmaries shall be under the supervision of a registered nurse twenty-four (24) hours a day. These units are not hospital units and cannot substitute for hospitals, but will meet ACA and/or NCCHC standards. The Contractor is expected to manage these units and ensure that infirmary care is available for all inmates. The Contractor is responsible for maintaining all infirmary equipment that will ensure the healthcare delivery to the inmates. The Contractor will work with the Department to arrange transfers among the secure care institutions when that will improve inpatient unit utilization. In general, infirmaries shall provide convalescent care, skilled nursing care, pre- and post-surgical management, and limited acute care. When existing infirmaries cannot provide necessary care (whether because of program characteristics, bed availability, or other reason) but outpatient care is not appropriate, the Contractor shall comply with established policy.

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

- A physician is on call or available 24 hours a day, with a telephone response time of 15 minutes or less.
- Admission and discharge shall be upon the order of a physician, dentist, nurse practitioner, or physician assistant.
- Clinicians will make daily rounds in the infirmary on all inmates requiring overnight stays (patients who require more intensive care than can be provided by the existing coverage must be hospitalized and not maintained in infirmaries).
- When inpatient services are provided, the infirmary will be staffed twenty-four (24) hours per day by health care personnel.
- The infirmary shall maintain a current policy and procedures manual and clinical protocols approved by the Department's Office of Health Services for use in the institutions.
- All patients will be within sight or sound of staff at all times.
- The infirmary space and equipment shall be adequate and appropriately cleaned and maintained for the intended purposes. The Contractor must maintain a preventive maintenance program.
- Each admitted patient shall have:
    - A separate and complete inpatient record with chief complaint, history of present illness, past history and review of systems (physical examination that includes a review of systems, vital signs, initial impression, medical care plan, nursing assessments and clinician progress notes, discharge summary, new orders, problem list, and treatment plan.
    - An initial nursing assessment is completed within 2 hours of admission.
    - A mental health or medical health nursing assessment is completed each shift unless otherwise ordered by the clinician.
    - Staff shall make rounds at least every 2 hours for all inmate patients in the infirmary.
    - An initial admission note by the nurse reflecting a summary of the patient's status.
    - An initial admission note by the admitting practitioner reflecting the purpose for admission and anticipated treatment process, generally completed within 24 hours of admission.
    - An admission history and physical examination, problem list and treatment plan prepared by the responsible practitioner specifically for the inpatient stay initiated within one business day of the admission.
    - When mental health concerns are the primary focus of health care needs, mental health staff will perform daily (Monday – Friday, excluding holidays) treatment.
    - Diagnostic studies appropriate to the patients needs.
    - Progress notes from physician, nursing, and other staff reflecting ongoing care and progress.
    - Discharge planning initiated as soon as possible after admission.
    - Discharge summaries including general patient education and care provided, completed within 48 hours of discharge.

3.3.4 Health Appraisals and Assessments

The Contractor's clinician shall:

- complete a health appraisal within 72 hours after the inmate's arrival at reception;
- review the initial intake screening;
- complete a history and physical examination which must include:
    - Collection of data to complete medical, dental, immunization, and appropriate psychiatric histories
    - Record of height, weight, pulse, blood pressure (BP), and temperature
    - Vision and hearing screening
    - Complete medical examination with evaluation of basic mental health status and dental health status, referral if needed, and /or treatment when indicated.
    - History of alcohol and /or substance abuse.

- test for communicable diseases, including appropriate laboratory and diagnostic tests (STD's and TB skin testing as appropriate); the Contractor's physician must test for HIV (HIV testing is offered at reception and upon transfer, but is optional until the required pre-release test);
- initiate and prescribe treatment, therapy, and/or referrals when appropriate;
- perform other tests and examinations as required and indicated, including physicals for work release inmates and food handlers when necessary, and
- Mental health status and history.

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

A review of the initial health appraisal process shall be required each month from each institution through one or more of the following processes: Contractor's reports to the Department, the Department's Contract Monitoring staff review, and/or EHR data collection. The Department shall have final authority over calculation methods and determination of the number of non-compliant receiving and transfer screenings requiring payment of liquidated damages.

- The findings of the preliminary screening and evaluation will be documented in the inmates' health records. Additionally, transferred inmates initial screening forms will be reviewed and verified for their accuracy by qualified health care staff.
- Health care professionals shall refer inmates exhibiting signs of acute mental illness, psychological distress, or danger of harm to self or others to the qualified mental health professional staff member for further evaluation.
- The preliminary health evaluation will include a review of the respective transferee's medical record from the transferring reception center, including:
    - Inquiry into:
        - Current illness
        - Communicable diseases
        - Alcohol and chemical abuse history
        - Medications currently being taken and special health care requirements
        - Dental health status
        - Chronic health problems
        - Immunizations
        - Dietary requirements
        - Suicide risk
    - Observation of:
        - Loss of consciousness
        - Mental status (including suicidal ideation)
        - Odd conduct, tremors, or sweating
        - Condition of skin and body orifices including signs of trauma, bruises, lesion, jaundice, rashes, infestations, and needle marks or other indications of drug abuse.
- Explanation of procedures necessary for inmates to access medical, mental health and dental services.
- Inmates will be classified into one of the following categories:
    - Immediate emergency treatment needed
    - Assignment to infirmary
    - Referral to an appropriate health service
    - Assignment to the general population

3.3.5 Daily Processing of Inmate Sick Call Request

The Department utilizes a written "Inmate Sick Call Request Form" to permit inmates to request health care services. These forms are collected and reviewed daily by nursing staff. Most Inmate Sick Call request forms require a face-to-face meeting with health services staff, which must occur within one working day.

After this review, inmates are "triaged" to various health care professionals and/or provided with a written response appropriate to the described need and the existing health record information.

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

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

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

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

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

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

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

3.3.6 Chronic Care Management

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

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

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

3.3.7 Medication Administration

The Contractor is responsible for prescribing and administering medications in accordance with ordered or recommended dosage schedules, to document such provision, and to ensure that all dispensed medications are properly stored and all related duties are performed by properly licensed personnel. The Contractor

shall manage the dispensed and stock supply medications to be in compliance with all applicable state and federal regulations regarding prescribing, dispensing, distributing, and administering pharmaceuticals.

NOTE: Should the Contractor be responsible for pharmaceutical services, the Contractor shall also be responsible for the procurement of medications.

3.3.8 EKG Services

EKG services must be available at the institutions at all times. The Proposer shall include in its Proposal a description of the methods through which EKG services will be provided to each Department institution.

EKG services will have the following characteristics:

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

3.3.9 Laboratory Services

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

3.3.10 Optometry and Ophthalmology Services

Optometry and ophthalmology services should be provided on-site wherever possible. Any exception to these requirements must be approved in advance by the Department. All optometric and optical services, including the cost of lenses, frames, and cases, will be the responsibility of the Contractor. The Proposal should describe how it will make optometry services available at each institution. All optometry services are the proposer's responsibility.

3.3.11 X-Ray Services

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

3.3.12 Radiotherapy Services

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

3.3.13 Inpatient Hospital Services

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

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

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

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

The Department is considering a mission change at Reception and Medical Center Hospital in Lake Butler; therefore, the Contractor shall submit two options for hospital services: one plan that may include the use of RMC Hospital and other community hospitals for hospital services; and a second plan that includes the use of community hospitals only.

3.3.14 Specialty Care

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

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

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

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

- Oral surgery
- OB/GYN Services
- Gastroenterology
- Surgical services
- Orthopedic services
- Physiotherapy services
- ENT
- Podiatry
- Dermatology
- Urology
- Neurology
- Internal medicine
- Audiology

- Neurosurgery/Neurology
- Oncology
- Nephrology
- Endocrinology
- Infectious disease treatment
- Ophthalmology
- Respiratory therapy
- Cardiology
- Physical therapy
- Orthotics

3.3.15 Emergency Medical Services

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

3.3.16 Ambulance services

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

3.3.17 Dialysis Services

The contractor shall identify and provide all on-site and off-site peritoneal and/or hemodialysis services, supplies, equipment, and other related expenses. The contractor shall demonstrate in the proposal the ability to provide for onsite dialysis services. The contractor shall provide a Board Certified Nephrologist to supervise all dialysis services. The Contractor is responsible for developing a renal dialysis Quality Improvement and Infection Control Program to include accountability of sharps and waste. As part of the proposal, the contractor shall provide an outline of their proposed dialysis program.

3.3.18 Specialty Care for Impaired, Pregnant and/or Elderly Inmates

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

3.3.19 Off-Site Transportation

To keep security staff overtime to a minimum for health care related transports, the Contractor is required to establish off-site services as conveniently located to the institutions as possible. Some off-site specialty visits are unavoidable and not controllable by the Contractor. Except for radiotherapy services, the Contractor shall be required to pay the sum of $250.00 per inmate per trip over 45 miles on the officer's mileage log for every trip made. Mileage shall be calculated door-to-door from institution to the appointment site and back to the institution, taking the most direct route.

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

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

Contract employees shall not provide personal transportation services to inmates.

3.3.20 Infection Control Program

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

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

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

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

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

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

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

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

3.3.22 Sexual Assault

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

3.3.23 Utilization Management (UM) Services

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

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

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

3.3.24 Nursing Services

Nurses must perform the following functions:

- Respond to inmate patients medical needs
- Practice within scope of educational preparation and licensure
- Restore and maintain the health of inmates with compassion, concern, and professionalism
- Collaborate with other healthcare team members, correctional staff, and community colleagues to meet the needs of the inmates, which include physical, psychosocial and spiritual aspects of care
- Provide education for disease prevention and health promotion
- Maintain responsibility for monitoring and evaluating nursing practice for continuous quality improvement
- Deliver care to all inmates with compassion, empathy, commitment, competency, dedication, and a positive attitude
- Negotiate, problem solve, listen and communicate effectively
- Good assessment, organizational, critical decision making and thinking skills
- Conduct an appropriate and timely assessment

- Collect comprehensive data pertinent to the inmate's health and condition or situation
- Analyze the assessment data to determine the diagnoses or issues or need for referral to appropriate discipline
- Identify expected outcomes for a plan individualized to the inmate or situation
- Develop a plan that prescribes strategies and alternatives to attain expected outcome
- Implements identified plan
- Coordinates care delivery
- Employs strategies to promote health and a safe environment
- Evaluates progress towards attainment of outcomes
- Enhances the quality and effectiveness of nursing practice
- Attains knowledge and competency that reflects current nursing practice
- Integrates ethical provisions in all areas of practice
- Considers factors related to safety, effectiveness, cost, benefits, and impact on practice in the planning and delivery of nursing services.
- Render or secure appropriate healthcare services
- Timely, accurate and complete documentation record(s)
- Comply with Department Policy Procedure, Health Services Bulletins, Court Orders, Technical Instructions, Manuals, Federal and State Law, ACA and/or NCCHC Standards

3.4 Dental Services

3.4.1 General Overview

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

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

3.4.1.1 The Contractor shall be responsible for all on-site and/or off-site dental treatments and all other needed dental specialty care. All dental supplies, dental laboratory fees and all dental equipment repairs, to include equipment replacements, shall be the responsibility of the Contractor.

3.4.1.2 Dental sick call shall be performed daily Monday through Friday when a dentist is present. For emergencies, dental sick call shall be performed on Saturdays, Sundays, and Holidays by the medical staff on duty. Inmates must be able to sign-up for sick call seven (7) days a week and the sick call sign-up form shall be triaged daily by healthcare staff.

3.4.1.3 Inmates experiencing dental care emergencies may request and shall receive emergency care at any time, if indicated, twenty-four (24) hours a day seven (7) days a week.

3.4.1.4 Designated institutional dental healthcare staff will be responsible for coordination with the institutional Health Services Administrator for purposes of coordination and provision of institutional healthcare. The institutional Health Services Administrator will be responsible to the institution's Warden for coordinating and ensuring the provision of all institutional health care. Questions or issues arising during the course of daily activities that cannot be resolved at the institution will be referred to the Contract Manager and/or designee.

In addition, the Contractor shall be responsible for all prescriptions required in the course of delivery of dental care. The cost of all pharmaceuticals will be the responsibility of the Contractor, unless the Pharmaceutical Services component is not awarded to the Contractor. Medications will be administered by the Contractor at the dental clinic or a prescription will be written for administration of the medication by health care staff.

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

3.4.2 Dental Examinations/Assessments

3.4.2.1 Every inmate shall receive an intake dental examination at a reception center by a dentist. The intake dental examination shall take place no later than seven (7) days after reception. Each examination of this type shall include, at a minimum, a visual clinical exam of the head, neck, intraoral areas for any pathology and charting consisting of: missing teeth, restorations present, fixed or removable prosthetics, gingival conditions, deposits, masticating efficiency, treatment indicated (provisional treatment plan), dental grade, and emergency dental needs.

3.4.2.2 Each inmate shall receive, within seven (7) days of arrival at an institution, an orientation to dental services, which includes information on available hours of service and how to access dental care 3.4.2.3 at the institution. The Dental Treatment Record shall be reviewed for emergency/urgent dental needs or follow-up care. If an inmate's dental record has not been received within seven (7) days or the inmate has not had a dental examination in accordance with established policy, one is to be completed within seven (7) days and a replacement dental record generated where indicated.

3.4.2.3 Each inmate shall receive a periodic dental examination in accordance with established policy. Each periodic examination shall consist of a clinical examination of the head, neck and intra-oral areas, evaluation of urgent dental needs.

3.4.2.4 A dental examination/assessment shall be performed by a dentist on confined individuals, when determined necessary.

3.4.2.5 Before commencing with routine dental treatment, a diagnosis and treatment plan shall be derived from the following: a clinical examination, pathology examination, full mouth radiographs, Periodontal Screening and Recording, plaque evaluation as appropriate, charting, and health history.

3.4.2.6 The topical application of fluoride may be included in the dental treatment plan as deemed necessary by the treating dentist. The topical application of fluoride shall be included as part of the dental treatment plan for all youthful inmates.

3.4.3 Priorities for Dental Treatment

3.4.3.1 Emergency Dental Treatment: Emergency dental treatment will be available on a twenty four (24) hour basis through the on-duty dental staff during working hours. In the event a dentist is

not available at a facility to treat a dental emergency, the emergency will be referred to the medical department in accordance with nationally accepted dental emergency protocols and dental emergency policies which must provide back-up dental coverage. There is to be no waiting list for dental emergencies. Dental emergencies generally include fractured jaw, excessive bleeding or hemorrhage, acute abscess, and/or other acute conditions.

3.4.3.2 Urgent Non-emergency Dental Treatment: All Department of Corrections' dental clinics shall hold daily sick call (five (5) days a week Monday through Friday or when the dentist is present) to provide dental access to those inmate patients who cannot wait for a routine appointment and yet do not meet the criteria for emergency care. Inmates signing up for dental sick call must be evaluated, triaged and/or treated a within 72 hours.

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

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

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

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

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

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

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

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

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

3.4.4 Levels of Dental Care

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

3.4.4.1 Level I

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

1. An intake dental examination performed by a dentist and development of a provisional treatment plan.

2. Necessary extractions as determined by the intake dental examination; and

3. Emergency dental treatment including treatment of soft tissue pathology.

3.4.4.2 Level II

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

1. All Level I care;

2. Caries control (reversible pulpitis) with temporary restorations;

3. Gross cavitron debridement of symptomatic areas with emphasis on oral hygiene practices; and

4. Complete and partial denture repairs provided the inmate has sufficient Department-incarceration time remaining on his/her sentence to complete the repair. In cases of medical necessity, a complete denture(s) shall be fabricated if the inmate has at least four (4) months of continuous Department-incarceration time remaining on his/her sentence.

3.4.4.3 Level III

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

1. All Level I and Level II care;

2. Complete dental examination with full mouth radiographs, Periodontal Screening and Recording (PSR) and development of a dental treatment plan.

3. Prophylaxis with definitive debridement. Periodontal examination as indicated by the PSR, oral hygiene instructions with emphasis on preventive dentistry;

4. Complete denture(s) provided the inmate has at least four (4) months of continuous Department-incarceration time remaining on his/her sentence;

5. After the inmate has received a complete prophylaxis with definitive debridement, he/she is eligible for restorative, amalgams, resins, glass ionomers, chairside post and cores;

6. Removable Prosthetics

    a. Acrylic partial dentures provided the inmate has at least four (4) months of continuous Department-incarceration time remaining on his/her sentence; and
    b. Relines and rebases (provided the inmate has enough continuous Department-incarceration time remaining to complete the procedure).

7. Anterior Endodontics (Canine - Canine), provided the tooth in question has adequate periodontal support and has a good prognosis of restorability and long-term retention;

8. Posterior Endodontics, which may be performed at either the local facility or by referral to an endodontist. The tooth should be crucial to arch integrity (no missing teeth in the quadrant or necessary as a partial denture abutment), have adequate periodontal support, and have a good prognosis of restorability and long-term retention; and

9. Basic non-surgical periodontal therapy, as necessary.

3.4.4.4 Level IV (Advanced Dental Services)

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

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

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

3.4.5 Dental Hygiene and Preventive Dentistry

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

3.4.5.1 Prevention training with oral hygiene instructions shall be given to each inmate as part of his/her orientation to the institution. This training is to include instructions in proper usage of the three (3) essential oral hygiene aids (toothbrush, toothpaste, and some type of floss). This training shall be coordinated with the institutional orientation and may be accomplished either through a direct presentation or any other method approved by the Department.

3.4.5.2 Personal preventive training with oral hygiene instructions shall be included as part of an inmate's dental treatment plan. Oral hygiene instructions shall be reinforced throughout the dental treatment plan.

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

3.4.6 Dentures/Prosthetics

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

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

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

3.4.7 Dental Radiology

3.4.7.1 Dental radiographs are to be exposed in accordance with established policy. A full mouth series of radiographs are required to develop a dental treatment plan. A treatment plan series of radiographs and/or panorex are acceptable for a maximum five-year period of time. Bitewing radiographs are acceptable for a maximum two-year period of time. Dental radiographs are to be mounted dot out.

3.4.7.2 Appropriate dental radiology operating and safety procedures must be utilized, including but not limited to:

1. Use of a lead apron for all intraoral radiographs.

2. All x-ray machine operators must be certified or undergoing radiology training in accordance with Department of Health (DOH) guidelines.

3.4.7.3 Radiographs exposed for endodontic therapy (minimum of pre- and post-treatment) shall be mounted in sequence using the same mount.

3.4.7.4 The Contractor shall be responsible for all dental-specific hazardous waste disposal from radiological developers and lead foil backings from dental x-rays. Hazardous waste disposal by anyone other than the contractor shall be coordinated with the Warden at the respective institution.

3.4.7.5 The Contractor may supply dosimeter for dental staff at the Contractor's expense.

3.4.7.6 The Contractor will be responsible for having all dental x-ray machines inspected by the Department of Health (DOH), and for all costs associated with the inspection. The Contractor will ensure all x-ray machines are registered through the Department of Health (DOH) and a registration certificate is posted near each dental x-ray machine.

3.4.8 Dental Laboratory Services

For dental laboratory services provided under the Contract resulting from this RFP, the Contractor may use the PRIDE Dental Lab or may utilize a dental lab of their choice. (See EXHIBIT I – PRIDE Dental Costs)

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

PRIDE Dental Laboratory
Union Correctional Institution
7819 Northwest 228th Street
Raiford, Florida 32026

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

3.4.8.2 The Contractor should call the PRIDE Dental Laboratory Supervisor if there is a question as to whether or not the laboratory can perform the required procedure.

3.4.8.3 The Contractor shall be responsible for all costs related to shipping items to and from the dental laboratory. All dental prosthetic cases must be disinfected prior to shipping and marked "Sensitive Item".

3.4.8.4 PRIDE Dental Laboratory may also provide limited fixed prosthetic services.

3.5 Mental Health/Behavioral Health

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

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

After reviewing the existing mental health care delivery process, the Contractor should identify the services that the Contractor proposes for each institution, including the planned staffing pattern. If changes are contemplated, the Contractor should highlight such changes and describe the reasoning behind them.

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

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

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

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

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

A description of the inmate health classification system and levels of care is in HSB 15.03.13, included as part of EXHIBIT C.

3.5.1 Intake Mental Health Screening at Reception Centers

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

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

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

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

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

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

3.5.2 Inmate Orientation to Mental Health Services

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

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

3.5.3 Health Record Review and Assessment for Continuing Care at Permanent Institutions

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

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

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

Case Manager Assignment and Screening for S-2 and S-3 Inmates: All newly arriving S-2 and S-3 inmates shall have a case manager assigned (with documentation in the health record).
Record Review for S-2 and S-3 Inmates: Mental health sections of records for newly arriving S-2 and S-3 inmates, whether received from a reception center or transferred from another institution, will be reviewed within eight (8) days of arrival by mental health service providers.

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

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

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

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

3.5.4 Consent to Mental Health Evaluation and Treatment

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

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

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

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

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

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

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

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

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

3.5.5 Refusal of Mental Health Services

All inmates presenting for mental health services will be informed of their right to refuse such services, unless services are to be delivered pursuant to a court order. When an inmate refuses mental health care services, such refusal will be documented in the inmate health record. Refusals of mental health evaluation/treatment will be documented on Form DC4-711A *Refusal of Healthcare Services Affidavit*. If the inmate refuses to sign Form DC4-711A, the form will be completed and signed by the provider and another staff member who witnessed the refusal.

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

3.5.6 Confidentiality

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

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

3.5.7 Individualized Service Plan

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

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

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

3.5.8 Confinement Assessment

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

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

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

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

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

3.5.9 Psychotropic Medication Management

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

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

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

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

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

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

3.5.10 Crisis Intervention and Suicide Prevention

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

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

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

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

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

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

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

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

3.5.11 Restraint Usage

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

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

When psychiatric restraints or seclusion are ordered, there shall be documentation that less restrictive alternatives were considered and the clinical rationale for the use of restraints shall be recorded in the

inpatient record. Physician's orders shall document the maximum duration of the order for restraint, the clinical rationale for restraint, and the behavioral criteria for release from restraints.

3.5.12 Aftercare Planning for Mentally Retarded and Mentally Disordered Inmates

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

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

3.5.13 Psychological Evaluations and Referrals

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

3.5.14 Clinical Review and Supervision

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

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

3.5.15 Psychology Doctoral Internship Program

The Department has a Doctoral Psychology Internship program that is accredited by the American Psychological Association (APA) and is a member of the Association of Psychology Postdoctoral and Internship Centers (APPIC). The internship mission is to provide training that will produce postdoctoral/entry level psychologists who have the requisite knowledge and skills for successful entry into the practice of professional psychology in general clinical or correctional settings and eventually become licensed psychologists. The internship is organized around a Practitioner-Scholar Model where scientific training is integrated into the practice training component. The internship consists of 2,000 hours over a one year period and begins July 1st and ends on June 30th of the succeeding year. The Florida Department of Corrections funds four (4) interns per year. Interns work at several facilities during the year and are supervised by at least three different Florida licensed psychologists. For more information on the APA Internship program see EXHIBIT W.

The successful Contractor shall fund and incorporate the internship training director and the interns into the mental health service delivery system in order to satisfy the internship requirements.

3.5.16 Child and Adolescent Psychologist

The Contractor will ensure a Florida Licensed Psychologist with formal training and credentials in child and adolescent psychologist is assigned on a full time basis to one institution designated by the Department to house youthful offenders.

3.6 Nutrition and Health Diets

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

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

3.7 Pharmaceutical Services

Pharmaceutical Services are excluded from For purposes of this solicitation. , Proposers shall provide two pricing packages, one of which will include the requirements outlined in this section and one that excludes Pharmaceutical Services.

3.7.1 General Pharmaceutical Services

The contractor shall provide and be financially responsible for comprehensive pharmacy services including the provision of pharmaceuticals.

Provision of all pharmacy, prescription records, inmate prescriptions and non-prescription medications shall be the responsibility of the Contractor. All pharmacy services shall be in accordance with all applicable federal and state laws, rules, and regulations, Department of Corrections' rules and procedures, and Health Services Bulletins/Technical Instructions applicable to the delivery of pharmacy services in a correctional setting. All pharmaceutical services must be at the direction of a licensed Florida pharmacist.

3.7.1.1 The contractor shall maintain in the contractor's or subcontractor's name, at each institution, and facilities with stock legend medications, a Florida Department of Health, Board of Pharmacy Permit, i.e. Community Permit, Institutional Class II Permit, Modified II-B Institutional Permit, etc. The original of all required pharmacy-related state and federal licenses, permits, and registrations shall be posted at the facility. Such documentation shall include, but not be limited to, the following:

- 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
- Florida Department of Health, Board of Pharmacy Permit for the community permitted pharmacy Florida Department of Health, Board of Pharmacy, Institutional Class II and/or Modified II-B Institutional Permit
- United States Department of Justice Drug Enforcement Administration registration for the Community Pharmacy Permit
- 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.
- Consultant Pharmacist of Record for Institutional Class II and Modified II-B Institutional Permits
- Pharmacy Manager as designated to the Florida Board of Pharmacy
- Appropriate Wholesale distribution permit.
- The contractor shall comply with all Pedigree requirements such as mandated by Florida Statutes.

3.7.1.2 The Contractor shall provide to the Contract Manager and the Director of Pharmacy Services, the on-call pharmacist(s) list with applicable phone numbers. The on-call pharmacists list will be posted at each institution in the medication room and the infirmary, and will be provided to the Institutional Nursing Director, Chief Health Officer, and Health Services Administrator. Any changes in the on-call pharmacists list shall be sent to the Pharmaceutical Services Director and the Department facilities within twenty-four (24) hours of the change.

The Contractor shall also provide all related packaging, inclusive of all packaging materials, supplies, distribution, and courier services. The Contractor shall provide pharmaceuticals and drugs to the institution using the following guidance:

- Utilizing a "unit dose" method of packaging, unless approved by the Statewide P & T workgroup. Unit doses of medication to be administered by nursing staff are to be provided in a patient specific format, unless approved by the Statewide P & T workgroup. The "unit dose" package must be a light and/or humidity resistant container as appropriate.
- If each dose is individually labeled and packaged, the label shall include the drug name, strength, lot number, expiration date, and manufacturer.
- If a modified unit dose system such as a card or blister pack is utilized, each card or pack shall be labeled as a prescription.
- Prescriptions shall minimally be labeled to include the inmate name and number, drug name, dosage, directions (frequency of administration), prescribing physician, pharmacist's initials, date, quantity of tablets, manufacturer, expiration date, remaining refills, next refill date, date the prescription expires (commonly called "discard after date"), and any applicable warnings or dietary instructions.
- Medications provided by a registered re-packager (whether the Contractor or subcontractor) in a modified unit dose system such as a card or blister pack may be used as "stock" medications.
- The Contractor shall provide emergency stock drugs in accordance with established policy.
- The Contractor shall maintain appropriate documentation, including but not limited to, inventory records, controlled drug perpetual inventory, and patient profiles. All documentation shall be made available for review by the Warden or designee and the Department's Director of Pharmacy Services.
- The Contractor shall provide, within one working day, copies of any pharmacy or medication-related records requested by the Department's Contractor Manager or Director of Pharmacy Services.
- The Contractor shall document and maintain a Medication Administration Record (MAR) for each inmate patient to include, but not limited to, all information contained on the prescription label, the name of the practitioner who prescribed the medication, and any patient allergies.
- The Contractor shall provide monthly, to each facility, prior to the first (1st) day of each month, a copy of the MAR, utilizing the Department's format for such, for each inmate receiving direct observed therapy at the institution.

NOTE: Even though this solicitation includes pharmaceutical services, the Department intends to retain these services pending the outcome of the Department of Management Services (DMS) solicitation for pharmaceuticals, and the resulting state term contract. At that time, the Department will conduct a cost/benefit analysis to determine whether to continue providing pharmaceutical services, or add these services to the Contract.

3.7.1.3 The Contractor shall perform in-service training for staff on pharmacy-related material according to a schedule mutually agreed upon and approved by the Chief Health Officer but presented no less than once a year. Such training shall be conducted by a licensed 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.

3.7.1.4 The Contractor shall meet all of the following time frames in filling all prescriptions/orders and other orders, excluding holidays and weekends (time frames are defined as the period of time from day-of-order to day-of receipt by the Department's facilities):

- New Formulary prescriptions / orders shall be filled and received by the facility no later than the next working day.
- New Non-formulary (after the non-formulary request is approved) prescriptions / orders shall be filled and shall be received by the facility by the second working day.
  - Stock medication orders shall be received by the facility by the next working day.
  - Refill prescriptions / orders shall be filled and received by the second working day.
  - The contractor shall fill stat prescriptions and / or orders.
- All prescriptions / orders not filled by the contractor pharmacy shall be profiled using the pharmacy software program at no additional charge.
- All new prescriptions / orders shall be profiled, at no additional charge, if the inmate has more than a seven (7) day supply of medication on hand.
- All orders for any service area/entity received/sent after 12:00 PM Eastern Time shall be considered received on the following day.
- The contractor shall fill all prescriptions in a maximum of 30-day supply through the last day of the contract, unless approved by the Statewide P & T Workgroup. At no time shall greater than 120 tablets be dispensed unless approved by the Statewide P & T Workgroup.
- Each medication delivery sheet shall contain the inmates name, ID number, name of medication, strength of medication, and quantity sent.

3.7.1.5 The Contractor shall be responsible for all costs for delivery and return of medication. The Contractor shall accept, process, and reimburse, at no additional cost, all prescriptions and medications that can be returned to the pharmacy per Florida Statutes.

3.7.1.6 The Contractor medication supply process shall have "flag indicator capability" to identify non-formulary medications, flag inmates on more than three (3) psycho-active medications, and flag controlled substance medications being used for more than seven (7) days.

3.7.1.7 The Contractor shall maintain in the pharmacy computer system all known patient (inmate) allergies.

3.7.1.8 The Contractor shall maintain, at a minimum, an updated drug-drug, food-drug, food-food, and drug-allergy interaction program in the pharmacy computer system. The Contractor will produce upon demand, the latest version being used at the respective institution. Such version shall be no more than six (6) months old and shall be verifiable by written notarized statement from the pharmacy's software vendor, if requested.

3.7.1.9 All stock medications sent to the institution will have a detailed list of inventory, separately, as above and will contain the name of the medication and quantity of the medication being sent. Controlled substances will be sent on separate inventory listings. All stock medication shall have a perpetual inventory.

Each inventory order shall contain the receiving institution's name, address, and DEA number; the sending service area/entity's name address, and DEA number; the name of the medication sent, quantity of the medication sent and Pedigree documentation.

3.7.1.10 The Contractor shall provide a signature strip for each Keep-On-Person (KOP) prescription an inmate receives. These signature strips will be placed, after being signed, on signature logs. These signature logs must be kept for two (2) years.

3.7.1.11 The Contractor shall place, at a minimum, the following information on each prescription label:

- Inmate name and DC number;
- Date the prescription is filled;
- Pharmacy name and address;
- Prescription number;
- Name of medication, strength, and amount dispensed;
- Directions for use, particularly addressing if tablets are halved;
- Name of prescribing practitioner;
- Name or initials of the pharmacist dispensing the prescription;
- Discard-after-date. This is the date after which the prescription is no longer valid. To be determined by the practitioner writing on the prescription order the number of days the order is valid;
- Next refill date;
- Cautionary or accessory labels, as required; and
- If the order is to be issued by Direct Observed Therapy then DOT is to be placed on the label.

3.7.1.12 The Contractor shall fill and deliver all emergency prescription medications immediately.

3.7.1.13 The Contractor is responsible for maintaining an adequate supply of stock medications at each institution's drug room that can accommodate the majority of prescriptions ordered by the health care practitioner until the inmate's medication card arrives. Stock medications shall be used whenever possible to cover the first 48 hours of the prescribed order.

3.7.1.14 The Contractor will be responsible for all costs associated with monthly consultant pharmacist inspections for each licensed pharmacy.

- The Contractor shall provide a licensed pharmacist to perform third party drug utilization reviews as requested by the Quality Management Workgroup.
- The Contractor shall provide a licensed consultant pharmacist to conduct monthly inspections of all institution areas where medications are maintained. Inspection shall include, but not be limited to, expiration dates, storage and a periodic review of medication records. The consultant pharmacist's monthly inspection report, DC4-771A and DC4-771C, shall be completed. The original shall remain in the pharmacy and a second copy shall be sent to the Department's Director of Pharmacy Services in an electronic format.
- The Contractor shall provide a certified Consultant Pharmacist to serve as chairperson of the Correctional Institution Pharmacy and Therapeutics Workgroup and to consult on-site and by telephone with the medical staff as requested. This workgroup shall meet as required by Florida Statues.
- 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.

3.7.1.15 As a cost avoidance issue, the Contractor shall break in half and appropriately label any medications as requested by the Department. No medications shall be provided in half-tablets unless approved in advance, in writing, by the Department's Contract Manager.

3.7.1.16 The Contractor shall provide to each facility a stock medication order sheet to include those medications that can be ordered.

3.7.1.17 The Contractor shall supply all current and future medications to be issued by the Department's practitioners in compliance with practitioner-dispensing provisions of the Florida Statutes.

3.7.1.18 The Contractor shall provide, in proper containers (i.e., child-resistant), EOS (End-of-Sentence) medications, INS (Immigration and Naturalization Services) medications, Outside Court medications, and Work Release Center medications, in quantities as described in TI 15.14.02.

3.7.1.19 The Contractor shall have a sufficient number of facsimile machines, printers, phone lines, or other electronic devices so as to be able to receive prescription orders, medication refill requests, stock medication requests, and packaging requests timely.

3.7.1.20 The Contractor shall have a system in place to minimize medication shipment errors and to promptly address and correct any shipment errors.

3.7.1.21 The Contractor shall have in place, and be able to demonstrate, a Continuous Quality Improvement program. This program will include outcome reports from the pharmacy or subcontracted pharmacy on any medication errors that were the pharmacy's responsibility. The contractor is responsible for Quarterly Continuous Quality Improvement Program Workgroup meetings.

3.7.1.22 The Contractor shall issue to each inmate, medication education materials for each medication order. The education materials will, at a minimum, describe major side effects associated with the medication. The education materials must be pre-approved by the Department.

3.7.1.23 The Contractor shall keep an updated copy of the Department's Formulary at each institution.

3.7.1.24 The Contractor shall provide Over-the-Counter (OTC) medication as required on both prescription orders and as stock. The OTC medications provided as stock shall be labeled with appropriate directions for use, warnings, cautionary statements, lot numbers, and expiration dates. The Contractor shall provide to each facility OTC medications approved to be issued to inmates in a dorm setting utilizing the current packaging system as described in Department of Corrections' Procedure 406.001.

3.7.1.25 The Contractor shall provide stock medication to include both legend medications and over-the counter (OTC) medications from a list of medications approved by the Department's Pharmacy Services Workgroup. The Contractor shall not add to the list of approved medications without written consent from the Contract Manager.

3.7.1.26 All Drug Exception Requests for non-formulary medications, drug dose variances, four or more psychotropic, non-approved use of approved medications, and more than one medication in a mental health treatment category shall be approved by the approving authority or designee.

3.7.1.27 Prior to execution of a Contract, the Contractor shall provide a policy and procedure manual, to all participating Department institutions/facilities, the Contract Manager, and the Department's Director of Pharmacy Services that shall include, but not be limited to, the following:

- Ordering procedures;
- Process to be used to deliver medications from the time order is received, including the identification of the courier involved;
- Return-of-goods procedures, including who to call and how medication is to be returned, forms to be used, and final disposition of the medication;

- How non-formulary items are to be issued including the faxing and receiving of Drug Exception Requests;
- Description of the process to be used to resolve problems and issues between the Contractor and facility or Department, including the name of a contact person, address, phone, beeper, and facsimile number;
- How to receive medications;
- How to distribute medications including Keep-On-Person (KOP), direct observed therapy, and stock medications;
- Controlled Substance policy to include ordering, distribution, and destruction;
- Psychotropic medication policy to include ordering, distribution, and return;
- Use of and name of emergency contracted pharmacy for each facility;
- Quality related events;
- Notification of and how to reach the on-call pharmacist;
- How a medication "pedigree" will be provided to the Department.
- Duties, responsibilities, and general scope of services for Consultant Pharmacist and changes to scope of services.
- How to file, where to file, and length of time all required paperwork shall be kept including invoices;
- Disposal and/or destruction of medication to include vendor to be used if medication cannot be disposed of on-site, who can and cannot dispose of medication, documentation required, and regulatory requirements;
- Ordering, receiving, and monitoring of legend and OTC stock medications;
- Drug Exception Request approval/denial process; and
- Process to verify orders are received in appropriate time frames.

3.7.1.28 The Contractor shall update all policy and procedure manuals expeditiously as changes occur. Copies of changed procedures or other updates shall be provided to all facilities and the Contract Manager within seven (7) working days of any change, along with a cover sheet indicating the current date of the manual. Annually, in January of each calendar year, the Contractor shall document review of the policy and procedure manual by Health Services' staff at each Department facility.

3.7.1.29 The Contractor shall provide copies of any pharmacy audit or investigative report for any reportable condition, performed by any state, federal or other regulatory agency including reports of no findings, on any permit, registration, or license, to the Contract Manager within seven (7) working days of the Contractor receiving the report.

3.8 Quality Management/Quality Assurance

The Contractor shall participate in the Department's quality assurance activities at the institutional and central office levels. These committees will monitor the health services provided, including the performance of institution level quality assurance committees.

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

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

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

3.8.1 Quality Management Activities

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

3.8.1.2 Infection Control Workgroup: The Infection Control Workgroup shall monitor surveillance on communicable diseases of concern (see above), the occurrence and control of nosocomial infections, sterilization, and sanitation practices in the health care unit, control of any unexpected communicable diseases within the institution, and other infection-related issues that may arise. The Infection Control Committee shall meet at least quarterly.

3.8.1.3 Peer Review Workgroup: At each institution, the Contractor shall develop a Peer Review Workgroup (PRW). The PRW shall be a subgroup of the Quality Assurance Workgroup and shall insure that all professionals have their work reviewed annually. Findings shall be reported to and reviewed by the Quality Assurance Workgroups.

3.8.1.4 Credentialing and Continuing Education and Certifications: The Contractor must verify credentials and current licensure of all licensed healthcare professionals. Copies of licensure and certifications of the healthcare personnel must be provided to the Department's Contract Manager. If licensure or certification is dependent upon continuing education, the Contractor is responsible to assure conformity with such requirements. In addition, accrediting agencies require that such credentials and licensure be maintained in the institution where the individual professional is performing service.

3.9 Medical Disaster Plan

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

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

3.10 Physician Provider Base

The Contractor must have an established provider healthcare base. Contractor shall make available a comprehensive provider healthcare base network having sufficient numbers and types of contracted providers,

hospitals, other health care professionals as necessary based on industry standards in Regions I, II and III. The system shall allow inmate access to local, regional and/or national healthcare networks as necessary. Healthcare networks shall be of sufficient size with numbers and types of providers to satisfactorily serve the inmate population.

3.11 Periodic Health Screening

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

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

Those recommendations and benefits are as followings:

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

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

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

3.12 Employee Health

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

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

3.13 Health Education

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

3.13.1 Healthcare staff education must include routine in-service education for:

1. First aid training, cardio pulmonary resuscitation (CPR) certification training
2. AED Training for selected staff
3. Sprains
4. Psychotic behavior
5. Casts
6. Seizures
7. Minor burns
8. Dependency on drugs
9. Health seminar

10. Lifts and carries
11. Suicide Prevention and Emergency Response Training
12. Mandatory annual in-service training on communicable diseases
13. Universal Precautions
14. Mandatory Departmental in services as determined by the Office of Staff Development, in compliance with ACA and/or NCCHC standards.

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

3.13.2 Inmate education must include topics such as:

1. Access to health care
2. Communicable disease
   - HIV
   - Hepatitis A, B, C
   - Gastroenteritis
   - Syphilis
   - Chlamydia
   - Gonorrhea
   - Human papilloma virus
   - Herpes
   - Methicillin resistant staphylococcus aureus
   - 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 health services
14. How to obtain over-the-counter and prescribed medications
15. Right to refuse medication and treatment
16. Advance directives

3.14 Administration

3.14.1 Administrative Services

The Contractor must provide for the clinical and managerial administration of the health care program and attend institutional and administrative meetings. As part of administrative services, the Contractor shall manage and/or support all programmatic areas with the health care unit. These services shall include, but not be limited to:

1. The Contractor's staff shall comply with policies, procedures, and protocols for the medical unit and staff that are approved by the Department.
2. The Contractor will be responsible for ensuring that its staff reports any problems and/or unusual incidents to the Warden or designee.

3. The Contractor must ensure that the health care status of inmates admitted to outside hospitals is reviewed to assure that the duration of hospitalization is no longer than medically indicated.
4. The Contractor must ensure that its staff documents all health care contacts in the medical record.
5. The Contractor must provide a staffing plan that identifies all personnel required to perform the services and/or responsibilities under the Contract. All staffing plans shall be approved by the Department's Office of Health Services.
6. The majority of outside services should be provided within a forty-five (45)-mile radius of each of the Department's secured institutions.
7. The Contractor will be responsible for the cost of disposal of all bio-hazardous, hazardous and/or other EPA regulated waste produced in the care, diagnosis, and treatment of the inmate.
8. The Contractor will be responsible for all long distance phone charges.

3.14.2 Administrative Functions

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

1. Attendance at monthly contract overview meetings;
2. Attendance at institution monthly/weekly Wardens meetings;
3. Attendance at regional meetings scheduled by the Regional Director;
4. Attendance at statewide meetings scheduled by the Department;
5. Reporting in compliance with statutes, rules, policies and procedures, court orders, health services bulletins, court orders, and other contractual requirements set forth by the Department. (risk management/incident reporting; infection control, quality management; HIPAA reports, etc.);
6. Attendance by Designated Office of Health Services staff and/or Health Services Administrator for each institution at all Regional Directors meetings;
7. Participation in statewide Quarterly Pharmaceutical and Therapeutic, and Quality Management meetings.
8. Provide administrative support for tracking inmate co-payments in the Department's Offender Based Information System (OBIS) or through the Electronic Health Record;
9. Responding to inmate health care requests and grievances;
10. Tracking and responding to inquiries from family members and officials making inquiry about health care issues on behalf of inmates. This includes referrals from the Department, the Executive Office of the Governor, and other elected officials.
11. Tracking and providing information in response to public records requests
12. Tracking and providing information in response to requests from the Office of Attorney General, DOH, and AHCA.

3.15 Telehealth

Telehealth is not currently utilized in any region; however, the Contractor ultimately selected through this RFP process shall utilize telehealth at Contractor's own expense to facilitate provision of services where such services can be appropriately provided by these means and the resulting telehealth design results in improving responsiveness of care, reducing security costs by reducing medical escorts and improving public safety. This service will be considered under any resultant contract as a service to be delivered at no cost to the state.

The goal of the Department is to develop a telehealth management application. The purchase will include product updates/upgrades, training, maintenance and support. Telehealth is to be a web-based, integrated, COTS system. The software, by sharing information about practice variations with individual providers, will assist the staff in the use of resources and help with improving overall quality of inmate healthcare. The software will support clinical positions and provide guidance to reviewers as well as enhance consistency of inmate healthcare.

The Department desires to use interactive audio-visual technology ("telehealth and/or telemedicine") at all of its major institutions. The goals in using telemedicine will be to improve inmate's access to primary health services, improve the quality and timeliness of primary, psychiatric, and specialty health services, and reduce the cost and disruption of

transportation. The Contractor shall use telemedicine for clinical consultations whenever possible, unless directed otherwise by the Department.

The Contractor will be responsible for the cost of the acquiring and maintaining the necessary telemedicine communication system, equipment and consultations provided by telemedicine. The contractor will also be responsible for paying for all telemedicine service line charges for calls related to provision of health care to Department inmates.

The proposed solution must meet the following minimum requirements, and shall be approved by the Department's Office of Information Technology (OIT):

- Platform –
- Browser IE6, IE7, IE8
- Useable at 800x600 resolutions
- Runs on a 64-bit platform Windows 2003 server & above
- Application runs on Microsoft SQL 2008 or 2005 environment and above
- Application capable of running in a 64-bit environment
- Network –
- Application supports clients connecting at T1, T3, WAN speed, and 100 mbps
- Must integrate with supporting single sign-on User ID
- Must support HL7 compatibility as well as other data standards

The proposed solution will be Intranet web-based and users will need Internet Explorer to access the application. The personal computer shall have a minimum of MS XP Pro, 512 MB RAM & 1GHz CPU. Users will not be required to have a client module on their PC. Must be Windows Active Directory compliant, capable of supporting single sign-on and be centrally managed by User ID. Updates (including white papers), patches and fixes must be approved by the Department's Office of Information Technology; however, the Contractor will be responsible for any up-load and install.

Software offered must have the ability to:

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

3.16 Computer and Information Systems

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

3.16.1 Corporate Access to the Departments Network

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

3.16.2 LAN to LAN Connections

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

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

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

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

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

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

3.16.3 Outside Entity Obligations

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

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

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

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

Before connection and while connected to a VPN formed with the Department the outside entity's computing environment (computing devices including workstations, servers, and networking devices) must be

operating the latest available software versions and applicable patches, and have the following implemented with supporting policies or procedures available for review by the Department:

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

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

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

3.16.4 Contractor's Network

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

3.16.5 Transmitting Health Information via E-mail

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

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

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

3.16.6 Contractor Data Availability

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

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

1. No disclosure or destruction of any Department data can occur without prior express consent from the Contract Manager.

2. The Contractor shall timely return any and/or all Department information in a format deemed acceptable by the Department when the contractual relationship effectively terminates.

3. The Contractor shall provide certification of its destruction of all Departmental data in its possession in accordance with DoD 5220.22-M, "National Industrial Security Program Operating Manual" when the need for the contractor's custody of the data no longer exists.

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

5. The introduction of wireless devices at facilities is subject to prior review and approval by the Contract Manager. The Contractor is responsible for notifying the Department before introducing wireless devices into facilities.

3.16.7 Information Security Auditing and Accountability

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

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

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

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

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

3.16.9 Events

The following events shall be logged:

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

3.16.10 Content

The following content shall be included with every audited event:

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

3.16.11 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.

3.16.12 Time Stamps

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

3.16.13 Protection of Audit Information

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

3.16.14 Audit Record Retention

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

3.16.15 Compliance Requirements

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

If applicable, the contractor will host the Department's information and/or services provided in a data center protected by 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 access to the contractor's information network;
4. A Firewalling device;
5. Server based antivirus/malware software;
6. Client based antivirus/malware software;
7. Use of unique userIDs with expiring passwords;
8. A process that involves collection of userID activities and regular review of these activities for unauthorized access;
9. A process that ensures up to date software patches are applied to all information resources

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

3.16.16 Electronic Health Record (EHR)

The Department requires a paperless health record. Contractor must submit a plan for moving from a paper-based record system to a paperless health record. The plan must address such issues as hardware, software, transition, technical support, and ownership at the termination of the contractual period.

The Contractor's EHR:

- Must integrate and exchange encounter data in XML format including documentation version control and electronic signature encryption.
- Must be able to exchange data with other systems as approved by OIT and/or required by OHS.
- Must integrate single sign on access for all users to physician and patient medical reference library such as Up-to-date.
- Must provide Hosted solutions with no server hardware onsite. The contractor is to provide complete disaster recovery services including fail over data centers.
- Should combine patient records including scanned documents and dynamic (keyed) data entry document types.
- Should provide the feature of Electronic signature workflows on all document types.
- There should be an option to electronically verify medications on demand with outside providers via RXHUB or similar data sources.
- Should have a device level security for individual PC's and Laptops to access the EHR.
- Must not utilize a Virtual Private Network (VPN).

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

3.17 Health Records

All inmates must have a health record that is up-to-date at all times, and that complies with problem-oriented health record format, Department's policy and procedure, and ACA and/or NCCHC standards. The record must accompany the inmate at all health encounters and will be forwarded to the appropriate institution in the event the inmate is transferred. All procedures (including HIPAA and the HITECH Act) concerning confidentiality must be followed.

<u>All health records both electronic and paper remain the property of the Department.</u>

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

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

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

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

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

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

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

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

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

The Contractor shall comply with all HIPAA requirements.

Length of Retention Period

1. Unless otherwise specifically governed by Department regulations, all health records shall be kept for a period of seven (7) years or for the period for which records of the same type must be retained by the State pursuant to statute, whichever is longer. All retention periods start on the first day after termination of the contract.

2. If any litigation, claim, negotiation, audit, or other action involving the records referred to has been started before the expiration of the applicable retention period, all records shall be retained until completion of the action and resolution of all issues, which arise from it, or until the end of the period specified for, whichever is later.

3. In order to avoid duplicate record keeping, the Department may make special arrangements with the Contractor for the Department to retain any records, which are needed for joint use. The Department may accept transfer of records to its custody when it determines that the records possess long-term retention value. When records are transferred to or maintained by the Department, the retention requirements of this paragraph are not applicable to the Contractor as to those records.

4. The records retention program must comply with guidelines established by the Florida Department of State, Division of Library and Information Services Records Management program. The Department endorses the following medical record retention and destruction practices:

5. Records of inmates presently on extended parole will be maintained until release from such Department of Corrections responsibility. After seven (7) consecutive years of inactivity, the Department shall authorize destruction/recycling procedures in accordance with law.

6. Hard copies of health records will be securely stored at the Reception and Medical Center. All health records received at the record archives will be checked to ensure that the color-coded year band is properly attached before filing.

3.18 340b Specialty Care Program

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

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

3.19 Coordination of Services with Other Jurisdictions and Entities

3.19.1 Interstate Compact Inmates

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

3.19.2 County Jail Work Programs

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

3.19.3 Federal Inmates

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

3.19.4 Private Correctional Facilities

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

The Contractor shall describe how it will support the functions outlined above.

3.20 Discharge Planning

When an inmate with a serious medical and/or mental illness is released from a Department institution, his medical and mental health conditions must be identified during the pre-release stage to identify community resources to meet the inmate's needs. Planning should include at a minimum, continuing medication with a thirty (30)-day supply, which should be provided at release unless contraindicated clinically or earlier appointments with outside providers have been scheduled, for follow up care.

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

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

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

Mental Health Re-Entry (Aftercare) Program - The Department manages the Mental Health Re-Entry (Aftercare) Program, which is a collaborative effort between the Department of Children and Families and the Department of Corrections. The result is an intake appointment at a Community Mental Health Center for every inmate that

consents to receive outpatient psychiatric care at the time of their release. The program helps maximize the successful re-entry of inmates returning to their communities.

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

3.21 Accreditation

The successful Contractor shall be responsible for healthcare Accreditation costs.

3.22 Rules, Regulations, and Governance

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

3.22.2 The Contractor shall ensure that all Contractors' staff providing services under the Contract resulting from this RFP complies with prevailing ethical and professional standards, and the rules, procedures and regulations mentioned above.

3.22.3 The Contractor shall ensure Contractor's staff is familiar with and capable of obtaining and making use of all applicable Department Policies and Procedures, Technical Instructions (TI's), and Health Service Bulletins (HSB's). The Contractor will be provided access to the aforementioned documents through the Warden, or designee, at the corresponding Correctional Institution.

3.22.4 The Contractor shall fully comply with the requirements of Section 466.0285, Florida Statutes, particularly the requirements in Section 466.0285(1), Florida Statutes, that "no person other than a dentist licensed pursuant to Chapter 466, nor any entity other than a professional corporation or limited liability company composed of dentists may employ a dentist or dental hygienist in the operation of a dental office, may control the use of any dental equipment or material while such equipment or material is being used for the provision of dental services, whether those services are provided by a dentist, a dental hygienist, or a dental assistant, or may direct, control, or interfere with a dentist's clinical judgment."

3.22.5 Should any of the above laws, standards, rules or regulations, Department procedures, HSB's/TI's or directives change during the course of this procurement or resultant Contract term, the updated version will take precedence

3.22.6 The Contractor shall comply with all applicable continuing requirements as determined by the Department's Assistant Secretary for Health Services for reports to and from the Department, and the Healthcare Contract Monitoring Team.

3.22.7 Documentation of licensure and accreditation for all hospitals, clinics and other related health service providers to be utilized by the Contractor shall be made available to the Department upon request. All hospitals utilized by the Contractor for the care of inmates shall be fully licensed and preferably accredited by the Joint Commission on Accreditation of Healthcare Organizations (JCAHCO). All hospitals utilized by the Contractor require prior written approval by the Department's Contract Manager, identified in Section 7.5.1, of this RFP.

3.22.8 The Contractor shall supply all equipment necessary to provide services outlined in this solicitation. Contractor equipment may require connection to the Department's information network. Should the

Contractor's equipment be required to connect to the Department's information network, all Federal, State and Department rules, regulations, and guidelines for data transfer shall apply.

3.22.9 The Department's data must be protected from all environmental threats. The Contractor's computing equipment installation will be protected by the timely, accurate, complete, and secure backup of data including the use of similarly secured offsite storage of all Department information and other controls that manage any risks from all conditions including but not limited to fire, water/humidity, temperature, contamination (unwanted foreign material, etc), wind, unauthorized entry or access, and theft.

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

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

1. Controlled access procedures for physical access to all computing equipment;
2. Controlled access procedures for electronic connections to the Contractor's network;
3. A process designed to control and monitor outside agencies access to the Contractor's information network;
4. A Firewall device;
5. Server based antivirus/malware software;
6. Client based antivirus/malware software;
7. Use of unique userIDs with expiring passwords;
8. A process that involves collection of userID activities and regular review of these activities for unauthorized access;
9. A process that ensures up to date software patches are applied to all information resources; and
10. The Contractor shall maintain an Information Security Awareness program. This program will be designed to keep users of the system up to date on cyber security events capable of compromising the system and or network.

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

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

3.22.10 All Contractors must be able to comply with Department procedures that relate to the protection of the Department's data and its collective information security which include but are not limited to: 206.007 User Security for Information Systems Office of Information Technology internal Remote Access and Virtual Private Network procedure; and the Contractor, its subcontractors, and their staff will be held to contractual obligations of confidentiality, integrity, and availability in the handling and transmission of any Department information.

3.22.11 The Contractor must guarantee the availability of data in its custody to the Department during an emergency that may occur at the Proposer or the Department.

3.22.12 The Department must retain ownership of all Department provided information or any information related to the Department generated as a result of or in participation with this service.

3.22.13 No disclosure or destruction of any Department data can occur without prior express consent.

3.22.14 The Contractor shall provide for the timely and complete return of all Department information in an acceptable format when the contractual relationship effectively terminates.

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

3.22.16 The Contractor will be required to maintain full accreditation by the American Correctional Association (ACA) and/or National Commission on Correctional Health Care (NCCHC) for the healthcare operational areas in all institutions in which healthcare services are provided. Failure to maintain accreditation will result in the assessment of liquidated damages as set forth in Section 3.36.1. (Information on the ACA and the NCCHC is available on their web-sites at http://www.corrections.com/aca/ and http://www.ncchc.org/, respectively.

3.22.17 The Contractor shall ensure that prior to the execution of the subcontractor agreements for healthcare delivery (including pharmaceuticals), all subcontractor agreements are approved by the Department's Contract Manager and contain provisions requiring the subcontractor to comply with all applicable terms and conditions of the contract resulting from this RFP.

3.22.18 The Contractor agrees to modify its service delivery, including addition or expansion of comprehensive healthcare services in order to meet or comply with changes required by operation of law or due to changes in practice standards or regulations, or as a result of legal settlement agreement or consent order or change in the Department's mission.

3.22.19 Any changes in the scope of service required to ensure continued compliance with State or Federal laws, statutes or regulations, legal settlement agreement or consent order or Department policy, regulations or technical instructions will be made in accordance with Section 7.6, Contract Modifications.

3.23 Permits, Licenses, and Insurance Documentation

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

3.23.1 The face-sheet of the Contractor's current insurance policy showing sufficient coverage as indicated in Section 7.15.

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

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

3.24 Communications

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

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

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

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

3.24.2 The Contractor shall respond to informal and formal communications in writing, transmitted by facsimile and/or email, with follow-up by hard copy mail.

3.24.3 A date/numbering system shall be utilized by the Contractor, for tracking of formal communication.

3.24.4 The only personnel authorized to use formal Contract communications are the Department's Senior Executive Management Staff, Office of Health Services Senior Management Staff, Contract Manager, Contract Administrator, and the Contractor's CEO or Contractor's Representative. Designees or other persons authorized to utilize formal Contract communications must be agreed upon by both parties and identified in writing within ten (10) days of execution of the Contract. Notification of any subsequent changes must be provided in writing prior to issuance of any formal communication from the changed designee or authorized representative.

3.24.5 In addition to the personnel named under formal Contract communications, personnel authorized to use informal Contract communications include any other persons so designated in writing by the parties.

3.24.6 In addition to the Contract communications noted in Section 3.24.1 in this Contract, if there is an urgent administrative problem, the Department will make contact with the Contractor and the Contractor shall orally respond to the Contract Manager or his/her designee within two (2) hours. If a non-urgent administrative problem occurs, the Department will make contact with the Contractor and the Contractor shall orally respond to the Contract Manager or his/her designee within forty-eight (48) hours. The Contractor shall respond to inquiries from the Department by providing all information or records that the Department deems necessary to respond to inquiries, complaints, or grievances from or about inmates within three (3) working days of receipt of the request. The Contract Manager shall be copied on all such correspondence.

3.25 Final Implementation Plan and Transition Date Schedule

3.25.1 Pursuant to Senate Bill 2000 (see EXHIBIT X), current Department of Corrections' employees who are affected by the health services privatization initiatives shall be given first preference for continued employment by the contractors. The Department shall make reasonable efforts to find a suitable job placement for employees who wish to remain state employees.

3.25.2 The Contractor shall provide regular reports to the Department, not less than weekly, on the status of such interviews and the transition in general. If the Contractor elects to not hire a displaced employee, the Contractor shall identify in the report the name of the employee and the reasons for the decision not to hire.

3.25.3 Within three (3) days after the Contract start date, the Contractor shall meet with the Department to finalize the implementation plan to ensure an orderly and efficient transition from Department to Contractor. During this transition period, the Contractor shall have access to all records, files and documents necessary for the provision of Comprehensive Healthcare Services, including but not limited to inmate records, maintenance records, and personnel files.

3.25.4 The Contractor will submit their implementation plan for approval beginning from the date of the award of the Contract; however, the plan must be approved no later than March 31, 2012. Payment of services shall not be made during this planning period unless implementation of services begins. Implementation of service shall commence upon the approval of the implementation plan and shall be completed between the dates of April 1, 2012 and June 30, 2012. Implementation shall be completed at all institutions by 12:01 a.m., on June 30, 2012. The Contractor's Estimated Implementation Plan and Transition Date Schedule submitted with the proposal shall be adjusted as necessary and approved as Contractor's Final Implementation Plan and Transition Date Schedule by the Contract Manager.

3.25.5 The Final Implementation Plan shall be designed to provide for seamless transition with minimal interruption of healthcare to inmates. Final transition at each institution shall be coordinated between the Contractor and the Department.

3.25.6 The Contractor shall commence provision of comprehensive healthcare services to the Department's inmates consistent with the approved Final Implementation Plan and Transition Date Schedule.

3.25.7 The incoming Contractor shall assume full responsibility for comprehensive healthcare services delivery at 12:01 a.m., on July 1, 2012, or on a date agreed upon in writing between the Contractor and the Department.

3.26 Service Locations and Service Times

3.26.1 Institutions/Facility Locations: The facilities to be included under this Contract include all currently operating institutions and allied facilities as indicated.

3.26.2 Add/Delete Institution/Facilities for Services: The Department reserves the right to add or delete institutions/facilities receiving or requiring services under this Contract upon sixty (60) days' written notice. Such additions or deletions may be accomplished by letter and do not require a contract amendment.

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

3.26.4 The Contractor shall have an administrative office located within the State of Florida.

3.27 Administrative Requirements, Space, Equipment & Commodities

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

3.27.2 Space and Fixtures: The Department will provide office space within the health services unit. The institution shall provide and maintain presently available and utilized health space, building fixtures and other items for the Contractor's use to ensure the efficient operation of the Contract. The institution shall also provide or arrange for waste disposal services, not including medical waste disposal which shall be the responsibility of the Contractor. The Department will maintain and repair the office space assigned to the Contractor, if necessary, including painting as needed, and will provide building utilities necessary for the performance of the

Contract as determined necessary by the Department. The Contractor shall operate the space provided in an energy efficient manner.

3.27.3 Furniture and Non-Healthcare Equipment: The Department will allow the Contractor to utilize the Department's furniture, and non-healthcare equipment currently in place in each health services unit. A physical inventory list of all furniture and non-healthcare equipment currently existing at each institution will be taken by the Department and the current Contractor before the Institution's implementation date. All items identified on the inventory shall be available for use by the Contractor. Any equipment (i.e., copiers) currently under lease by the Department will be either removed or the lease assumed by the Contractor, if acceptable to the Contractor and if permitted by the leasing company. If the lease is either not assumable by or transferred to the Contractor, the Contractor is responsible for making its own leasing or purchasing arrangements. The Contractor shall be responsible for all costs associated with non-healthcare equipment utilized, including all telephone equipment, telephone lines and service (including all long distance service and dedicated lines for EKG's or lab reports), existing copy machines or facsimile equipment, and is responsible for all costs, including installation, of any phone, fax or dedicated lines requested by the Contractor. The Department will not be responsible for maintaining any furniture and non-healthcare equipment identified on the Department's inventory, including repair and replacement (including installation) of Department-owned equipment. Any equipment damaged or otherwise found to be beyond economical repair after the Contract start date will be repaired or replaced by the Contractor and placed on the inventory list. All inventoried furniture and non-healthcare equipment identified on the inventory sheet shall remain the property of the Department upon expiration or termination of the contract. All furniture and non-healthcare equipment purchased by the Contractor, except inventory list replacements, shall remain the property of the contractor after expiration or termination of the Contract.

3.27.4 Existing Healthcare Equipment: A physical inventory list of all healthcare equipment owned by the Department and currently existing at each institution will be taken by the Department and the current Contractor before each institution's implementation date. All existing equipment shall be available for use by the Contractor. All inventoried equipment shall be properly maintained as needed by the Contractor and any equipment utilized by the Contractor that becomes non-functional during the life of the Contract shall be replaced by the Contractor and placed on the inventory list. All inventoried equipment shall remain the property of the Department upon expiration or termination of the Contract. "Healthcare Equipment" is defined as any item with a unit cost exceeding one thousand dollars ($1,000). Any healthcare equipment damaged or otherwise found to be beyond economical repair after the Contract start date will be repaired or replaced by the Contractor and added to the inventory list. Within 30 days of implementation, the Contractor will advise the Department of any healthcare equipment that is surplus to their needs. In addition, within 30 days of implementation, the Contractor shall provide the Department with documentation of maintenance agreements for existing Department-owned equipment.

3.27.5 Additional Equipment: Any healthcare service equipment not available in the institutional health services unit upon the effective date of the Contract that the Contractor deems necessary to its provision of healthcare services under the terms of the Contract, will be the responsibility, and shall be provided at the expense of the Contractor. The Department will permit the Contractor, at the Contractor's expense, to install healthcare equipment in addition to the Department-owned items on the inventory list provided. Any additional equipment purchased by the Contractor shall be owned and maintained by the Contractor and shall be retained by the Contractor at Contract termination. Any additional equipment purchased, replaced or modified by the Contractor shall meet or exceed the Department's standards for functionality, sanitation and security as determined by the Department's Office of Health Services. To ensure compliance with all Security requirements, the Contractor shall obtain written authorization from the Contract Manager when repairing or replacing any non-Department owned healthcare service equipment.

3.27.6 The Contractor is responsible to have adequate computer hardware and software for staff to perform care, provide required reports and perform functions that equal those of the Department. All required computer equipment must be maintained by the Contractor to ensure compliance with the Department information technology standards.

3.27.7 If contracting to provide pharmaceutical services, the Contractor shall inventory all pharmaceuticals in each regional pharmacy and correctional institution, work camp, etc. The Contractor shall purchase the medication from the Department at the Department's current cost and shall credit the Department by monthly invoice, not to exceed six (6) months, for the agreed upon reimbursement for the medications.

3.27.8 Healthcare Supplies: All supplies required to provide healthcare services shall be provided by the Contractor. A physical inventory of all healthcare supplies currently existing at each institution will be taken by the Department on or before the new contract implementation date. This will be done in coordination between the Department and the successful Contractor. Both parties will agree on any costs for supplies that the Contractor wishes to retain. The Contractor shall strive to have at least a thirty (30) days' supply of healthcare supplies upon its assumption of responsibility for service implementation at the institutions. A physical inventory of all equipment and healthcare supplies will also be conducted upon the expiration or termination of this Contract with appropriate credit payable to the Contractor, in the event the Department chooses to purchase then existing supplies. The term "healthcare supplies" is defined as all healthcare equipment and commodity items utilized in the provision of comprehensive healthcare services with a unit cost of less than one thousand dollars ($1,000).

3.27.9 Forms: The Contractor shall utilize Department forms as specified to carry out the provisions of this Contract. The Department will provide an electronic copy of each form in a format that may be duplicated for use by the Contractor. The Contractor shall request prior approval from the Contract Manager should he/she wish to modify format or develop additional forms.

3.27.10 The Contractor shall not be responsible for housekeeping services, building maintenance, provision of bed linens for inmate housing, routine inmate transportation and security. However, the Contractor shall be responsible for maintaining the health services unit in compliance with Department policy to include sanitation, infection control, etc, according to Department policy. The Contractor shall be responsible for healthcare specialty items utilized in the infirmary including, but not limited to, treated mattresses, and infirmary clothing.

3.28 Audits, Investigations and Legal Actions

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

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

3.29 Security

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

The Department shall provide security and security procedures to protect the contractor's equipment as well as DC medical equipment. DC security procedures shall provide direction for the reasonably safe security management for

transportation of pharmaceuticals, medical supplies and equipment. The contractor shall ensure that the contractor's staff adheres to all policies and procedures regarding transportation, security, custody, and control of inmates.

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

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

3.30 Contractor's Staffing Requirements

3.30.1 Conduct and Safety Requirements

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

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

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

3.30.1.1 The Contractor's staff shall not display favoritism to, or preferential treatment of, one inmate or group of inmates over another.

3.30.1.2 The Contractor's staff shall not deal with any inmate except in a relationship that supports services under this Contract. Specifically, staff members must never accept for themselves or any member of their family, any personal (tangible or intangible) gift, favor, or service from an inmate or an inmate's family or close associate, no matter how trivial the gift or service may seem. The Contractor shall report to the Contract Manager any violations or attempted violation of these restrictions. In addition, no staff member shall give any gifts, favors or services to inmates, their family or close associates.

3.30.1.3 The Contractor's staff shall not enter into any business relationship with inmates or their families (example – selling, buying or trading personal property), or personally employ them in any capacity.

3.30.1.4 The Contractor's staff shall not have outside contact (other than incidental contact) with an inmate being served or their family or close associates, except for those activities that are to be rendered under this Contract.

3.30.1.5 The Contractor's staff shall not engage in any conduct which is criminal in nature or which would bring discredit upon the Contractor or the State. In providing services pursuant to this Contract, the Contractor shall ensure that its employees avoid both misconduct and the appearance of misconduct.

3.30.1.6 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.

3.30.1.7 Any violation or attempted violation of the restrictions referred to in this section regarding employee conduct shall be reported by phone and in writing to the Contract Manager or their designee, including proposed action to be taken by the Contractor. Any failure to report a violation or take appropriate disciplinary action against the offending party or parties shall subject the Contractor to appropriate action, up to and including termination of this Contract.

3.30.1.8 The Contractor shall report any incident described above, or requiring investigation by the Contractor, in writing, to the Contract Manager or their designee within twenty four (24) hours, of the Contractor's knowledge of the incident.

3.30.2 Background/Criminal Record Checks

3.30.2.1 The Contractors' staff assigned to this Contract and any other person performing services pursuant thereto, shall be subject, at the Department's discretion (with the exception of provisions set forth in Section 3.31.2, of this RFP), to a Florida Department of Law Enforcement (FDLE) Florida Crime Information Center/National Crime Information Center (FCIC/NCIC) background/criminal records check. This background check will be conducted by the Department and may occur or re-occur at any time during the contract period. The Department has full discretion to require the Contractor to disqualify, prevent, or remove any staff from any work under the Contract. The use of criminal history records and information derived from such records checks are restricted pursuant to Section 943.054, F.S. The Department shall not disclose any information regarding the records check findings or criteria for disqualification or removal to the Contractor. The Department shall not confirm to the Contractor the existence or nonexistence of any criminal history record information. In order to carry out this records check, the Contractor shall provide, prior to contract execution, the following data for any individual Contractor or subcontractor's staff assigned to the Contract: Full Name, Race, Gender, Date of Birth, Social Security Number, Driver's License Number and State of Issue. If requested, the Contractor's staff shall submit to fingerprinting by the Department of Corrections for submission to the Federal Bureau of Investigation (FBI). The Contractor shall not consider new employees to be on permanent status until a favorable report is received by the Department from the FBI. The Contractor shall bear all costs associated with background/criminal records checks.

3.30.2.2 The Contractor shall ensure that the corresponding Warden or designee is provided the information needed to have the NCIC/FCIC background check conducted prior to any new Contractor staff being hired or assigned to work under the Contract. The Contractor shall not offer employment to any individual or assign any individual to work under the Contract, who has not had an NCIC/FCIC background check conducted.

3.30.2.3 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.

3.30.2.4 Note that a felony or first-degree misdemeanor conviction, a plea of guilty or nolo contendere to a felony or first-degree misdemeanor crime, or adjudication of guilt withheld to a felony or first-degree misdemeanor crime does not automatically bar the Contractor from hiring the proposed employee. However, the Department reserves the right to prior approval in such cases. Generally, two (2) years with no criminal history is preferred. The Contractor shall make full written report to the Contract Manager within three (3) calendar days whenever an employee has a criminal charge filed against them, or an arrest, or

receives a Notice to Appear for violation of any criminal law involving a misdemeanor, or felony, or ordinance (except minor violations for which the fine or bond forfeiture is $200 or less) or when Contractor or Contractor's staff has knowledge of any violation of the laws, rules, directives or procedures of the Department.

3.30.2.5 No person who has been barred from any Department institution or other facility shall provide services under this Contract.

3.30.2.6 Department employees terminated at any time by the Department for cause may not be employed or provide services under this Contract.

3.30.2.7 The Contractor shall notify the Department, prior to employing any current or former employee of the Department to provide either full-time or part-time services pursuant to this Contract.

3.30.3 Utilization of E-Verify

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

3.30.4 Orientation and Training

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

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

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

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

3.30.4.4 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.

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

3.30.5 TB Screening/Testing

The Contractor shall ensure that all institutional staff, including subcontractors and other service providers, are screened and/or tested for tuberculosis prior to the start of service delivery, as appropriate, and screened/tested annually thereafter, as required by Department Procedure 401.015, Employee Tuberculosis

Screening and Control Program. The Contractor shall provide the Department's Contract Manager, or designee, with proof of testing prior to the start of service delivery by the staff member and annually thereafter. Documentation shall be provided to the Department's Contract Manager upon request. The Contractor shall be responsible for obtaining the TB screening/testing. The Contractor shall bear all costs associated with the TB screening/testing.

3.30.6 Hepatitis Vaccination

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

3.31 Offender Based Information System (OBIS)

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

3.31.1 OBIS Data Entry

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

3.31.2 OBIS Use and Training

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

3.31.3 OBIS Cost Reimbursements

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

3.32 Reporting Requirements

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

3.32.2 The Contractor shall provide the following reports electronically in the time frames specified with a hard copy to follow, mailed within five (5) business days of the report due date. All electronic reports shall be downloadable into an excel format, unless otherwise approved by the Department. After initial reporting for the first month or quarter of the contract, changes to the report format required by the Department shall be made by the Contractor. Reports shall be provided to the Contract Manager unless otherwise specified. All reports shall be developed in such a manner as to be understood by the Contract Manager or other Department management staff.

3.32.3 Monthly Pharmacy Reporting

The Contractor shall provide to the Contract Manager, by the fifteenth (15th) day of the month following the month of service, the monthly reports outlined below. All reports shall have the capability of being queried, sorted or filtered by any field contained in the report or by data parameters, as applicable, and reports shall be readable on screen, printable and shall be downloadable into an excel format. Final report format to be approved by the Contract Manager:

3.32.3.1 Monthly Pharmacy Reporting

3.32.3.2 Monthly Medication Report: If contracting to provide pharmaceutical services, the Contractor shall provide a Monthly Medication Report, with a summary report broken down by institution and by DC Region, that includes, but is not limited to, the following data:

3.32.3.2.1 top 200 medications issued;
3.32.3.2.2 total number of mental health prescriptions issued, total cost of mental health medications, and number of inmates receiving mental health medications;
3.32.3.2.3 total number of inpatient mental health prescriptions issued at the inpatient mental health units, total cost of mental health inpatient medications, and number of inmates receiving mental health inpatient medications;
3.32.3.2.4 total number of HIV/AIDS prescriptions issued, total cost of HIV/AIDS medications issued and number of inmates receiving HIV/AIDS medications;
3.32.3.2.5 total number of Hepatitis and Tuberculosis prescriptions issued, total cost of the Hepatitis and Tuberculosis medications and number of inmates receiving Hepatitis and Tuberculosis medications;
3.32.3.2.6 total number of prescriptions issued, total cost of all medications issued, and total number of inmates receiving medications; and
3.32.3.2.7 number of medication errors and a summary report of those errors.

3.32.3.3 Monthly Non-Formulary Medication Report: If contracting to provide pharmaceutical services, the Contractor shall provide a Monthly Non-Formulary Medication Report that includes, but is not limited to, the following data for each prescription filled:

3.32.3.3.1 name of inmate for whom prescription was filled;
3.32.3.3.2 name of non-formulary medication issued;
3.32.3.3.3 prescribing practitioner; and
3.32.3.3.4 cost of non-formulary medication issued.

3.32.3.4 Monthly Comparison Report: If contracting to provide pharmaceutical services, the Contractor shall provide a separate Monthly Comparison Report indicating the percentage of non-formulary prescriptions issued compared to the total number of prescriptions issued.

3.32.3.5 Monthly Prescribing Practices Report: If contracting to provide pharmaceutical services, the Contractor shall provide to the Contract Manager, by the fifteenth (15th) day of the month following the month of service, a Monthly Prescribing Practices Report that demonstrates prescribing practices by practitioners and includes, but is not limited to, the following data:

3.32.3.5.1 non-formulary drugs prescribed; and
3.32.3.5.2 controlled substances prescribed.

3.32.3.6 Medication Administration Record (MAR): If contracting to provide pharmaceutical services, the Contractor shall provide to each service location, on a monthly basis, no later than three (3) days prior to the first (1st) day of each month, utilizing a format approved by the Department, Medication Administration Records for each inmate receiving Direct Observed Therapy (DOT) prescriptions at the respective institution. The Contractor shall make changes to the record format as requested by the Department.

3.32.3.7 Monthly Consultant Pharmacist Inspection Report: The Contractor shall provide to the Contract Manager, by the fifteenth (15th) day of the month following the month of service, a 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.

3.32.3.8 Drug Exception Request (DER) Report: If contracting to provide pharmaceutical services, the Contractor shall provide to the Contract Manager, by the fifteenth (15th) day of the month following the month of service, a copy of all approved and disapproved Drug Exception Requests (DER).

3.32.4 Monthly Dental Reporting

3.32.4.1 Quarterly Credentialing Report The Contractor shall provide a Quarterly Credentialing Report by each institution which includes a summary of any action taken/conducted/granting of privileges or other credentialing issues at the institution involving an employee, to include outcomes and recommendations.

3.32.4.2 The Contractor shall provide to the Director of Dental Services a Monthly Dental Provider Day Report by institution for all Dentists and Dental Hygienists providing dental treatment during that month.

3.32.4.3 The Contractor shall provide to the Director of Dental Services a Monthly Waiting Time Report for each institution that documents the current waiting time from receipt of an inmate request until the treatment plan appointment (Initial Waiting Time) and the current waiting time between follow-up dental appointments for routine comprehensive dental treatment (Between Appointment Waiting Time).

3.32.5 Monthly Communicable Disease Reporting

3.32.5.1 Weekly Environmental Health and Safety Inspection Report: The Contractor shall provide a Weekly Environmental Health and Safety Inspection Report (DC4-537) by each institution in accordance with Environmental Health and Safety Manual Chapter 3.

3.32.5.2 Weekly Wound Report: The Contractor shall provide a Weekly Wound Report by each institution in accordance with Infection Control Manual.

3.32.5.3 Monthly Prevalence Walks Report: The Contractor shall provide a Monthly Prevalence Walks Report by each institution which includes:

- Prevalence Walk Blood Borne Pathogens and Post Exposure Prophylaxis Form- DC4-788A
- Prevalence Walk--Biomedical Waste—DC4-788B
- Prevalence Walk—Refrigerators—DC4-788C
- Prevalence Walk—Needle Collection Procedures – DC4-788D
- Prevalence Walk—Isolation—DC4-788E
- Prevalence Walk—Fluid, Disinfectants, Antiseptics, and Medications – DC4-788F
- Prevalence Walk—Under Sink Storage—DC4788G
- Prevalence Walk—Environment—DC4-788H
- Prevalence Walk—Ice Machines—DC4-788J
- Prevalence Walk—Hand Washing Practices—DC4-788K
- Prevalence Walk-Hand Sanitizer and Hand Lotion Inventory-DC4-788L

3.32.5.4 Monthly Communicable Disease Report: The Contractor shall provide a Monthly Communicable Disease Report by each institution which includes a summary of any identified communicable disease outbreaks, including surveillance data and actions to prevent future outbreaks.

3.32.5.5 Monthly EOS HIV Lab Test Report: The Contractor shall provide a Monthly EOS HIV Lab Test Report by each institution which includes the number of EOS HIV lab tests completed the previous month.

3.32.5.6 Monthly Inmate TST Report: The Contractor shall provide a Monthly TST Disease Report by each institution which includes a summary of TST testing of inmates in accordance with HSB 15.03.18.

3.32.5.7 Monthly Employee TST Report: The Contractor shall provide a Monthly TST Disease Report by each institution which includes a summary of TST testing of employees in accordance with Procedure 401.015.

3.32.5.8 Monthly Antibiotic Resistant Organism Report: The Contractor shall provide a Monthly Antibiotic Resistant Organism Report (DC4-546D) by each institution in accordance with Infection Control Manual.

3.32.5.9 Monthly Dialysis Infection Control Report: The Contractor shall provide a Monthly Dietary Compliance Report (DC4-669) by each institution in accordance with Infection Control Manual.

3.32.5.10 Monthly Dietary Compliance Report: The Contractor shall provide a Monthly Dialysis Infection Control Report (DC4-539E) by each institution in accordance with Procedure 401.009.

3.32.5.11 Monthly Inmate Health Education Report: The Contractor shall provide a Monthly Inmate Health Education Report (DC4-801) by each institution in accordance with Procedure 403.008.

3.32.5.12 Monthly Infection Control Tables I & II Report: The Contractor shall provide a Monthly Infection Control Tables I & II (DC4-539B) and Infection Control Table IV (DC4-539D) by each institution in accordance with Infection Control Manual.

3.32.5.13 Quarterly Vaccine Report: The Contractor shall provide a Quarterly Vaccine Report (DC4-539F) in accordance with Infection Control Manual.

3.32.6 Nursing Services Reporting

3.32.6.1 Quarterly Mock Medical Code Blue Critique Report: The Contractor shall provide a Quarterly Mock Med Code Blue Critique (DC4-677) in accordance with HSB 15.03.22.

3.32.6.2 Quarterly Medical Code 99 Emergency Work Sheet Report: The Contractor shall provide a Quarterly Med Code 99 Emergency Work Sheet (DC4-679) in accordance with HSB 15.03.22.

3.32.6.3 Quarterly Impaired Inmate Meeting Report (including meeting): The Contractor shall provide a Quarterly Impaired Inmate Meeting Report with minutes in accordance with HSB 15.03.25.

3.32.6.4 Annual Disaster Plan Drill Report: The Contractor shall provide an Annual Disaster Plan Drill Report in accordance with HSB 15.03.06.

3.32.6.5 Annual Emergency Preparedness Roster: The Contractor shall provide an Annual Emergency Preparedness Roster in accordance with HSB 15.03.06.

3.32.7 Outbreak/Communicable Disease Reporting

3.32.7.1 Summary of Infection Control Investigation Table V Report: The Contractor shall provide an immediate Summary of Infection Control Investigation Table V Report (DC4-539) by each institution in accordance with Infection Control Manual.

3.32.7.2 Summary Outbreak Report: The Contractor shall provide an immediate Summary Outbreak report (DC4-539A) by each institution in accordance with Infection Control Manual.

3.32.7.3 Summary Tuberculosis INH Information Summary Report: The Contractor shall a provide Tuberculosis INH Health Information Summary Report (DC4-758) by each institution completed before end of sentence in accordance with HSB 15.03.18.

3.32.7.4 Summary HIV/Aids Health Information Summary Report: The Contractor shall a provide HIV/Aids Health Information Summary Report (DC4-682) by each institution completed before end of sentence in accordance with HSB 15.03.18.

3.32.7.5 Summary Bloodborne Pathogen Report: The Contractor shall provide a Inmate Bloodborne Pathogen Report (DC4-798) by each institution in accordance with Bloodborne Pathogen Manual.

3.32.8 Monthly Mental Health Reporting

3.32.8.1 Aftercare Status Report: The Contractor shall provide a monthly Aftercare report in accordance with HSB 15.05.21.

3.32.8.2 Mental Health Emergency and Admission/Discharge Reports: The vendor shall provide OHS with monthly reports that include information about mental health emergencies, incidents of self-harm behavior, admissions/discharges from inpatient units, and admissions/discharges from infirmary care for inmates on Self-Harm Observation Status.

3.32.8.3 Outside Medical Care Report: The vendor shall also provide OHS with a written mental health summary in a format designated by OHS for all inmates who engage in self-injurious behaviors that result in transportation to an outside medical facility.

3.32.9 Monthly Administrative Reporting

3.32.9.1 Monthly Staffing Report: The Contractor shall provide a Monthly Staffing Report by each institution which includes, but not limited to, position title, staff member's name, position number, date of hire, full or part time hours, start date, shift, vacant date and penalty date.

3.32.9.2 Monthly Personnel Action Report: The Contractor shall provide a Monthly Personnel Action Report by each institution which includes a summary of any personnel actions, positive and/or

negative, taken on an employee. In addition, the report shall include a summary of FCIC/NCIC/E-Verify conducted on employees during the month. The report shall not include protective data or any references that are in violation of federal and/or state law.

3.32.9.3 Monthly Medical Equipment Report: The Contractor shall provide a Monthly Medical Equipment Report by each institution which includes a summary of any medical, dental and/or non-medical equipment.

3.32.9.4 Quarterly Inspection/Survey/Certification Report: The Contractor shall provide a Quarterly Inspection/Survey/Certification Report by each institution which includes a summary of any inspections/surveys conducted at the institution directly or indirectly involving health services, to include outcomes and any corrective action plans.

3.32.9.5 Monthly Inmate Refusal Report: The Contractor shall provide a Monthly Inmate Refusal Report by each institution which includes a summary of any inmate's refusal of healthcare. The report shall not include protective data or any references that are in violation of federal and/or state law.

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

3.32.10 Utilization Reporting Requirements

3.32.10.1 Monthly Reports: The Contractor shall provide to the Contract Manager a monthly report by the tenth (10th) business day each month for the preceding month:

1. Daily Inpatient Hospital Reporting by Diagnostic Related Groups (DRG)/Current Procedural
2. Terminology (CPT) Data Elements
3. Diagnostic Related Grouping Codes for Admission, On-going Length of Stay and Discharge
4. Inmate procedures report by DRG/CPT Coding, by Facility, by Provider
5. Inpatient Days per Month
6. Average Length of Stay
7. Routine/Urgent Consult Status Reporting to include:
   a. Number of days from "request for medical care" (consult) to "seen"
   b. Number of cancelled appointments by network provider
   c. Number of cancelled appointments by institutions due to security issues

3.32.10.2 Quarterly Reports The Contractor shall provide to the Contract Manager a quarterly report by the tenth (10th) business day of January, April, July and October reflecting the following cumulative information gathered over the previous calendar quarter or portion thereof:

1. Identification of Outliers, Variance/Variability based on DRG to Length of Stay
2. Identification of Patterns of Prescribing and Trends Analysis
3. Data Cost Analysis of services provided and comparative data for indicators measured with the goal of cost containment.
4. Cost per Day – Inpatient Hospital, Inpatient at RMC, Infirmary Care
5. Cost per Surgical Case and/or Surgical Procedure
6. Cost by Diagnostic Codes, Provider, Facility, Region, and Inmate
7. Summary report of Unauthorized / Disapproved Claims with explanation

3.32.11 Other Reporting Requirements

3.32.11.1 Quality Management Reports: The Contractor shall ensure all Clinical Quality Management Reports as further described in Quality Management series, including Mortality Review, Risk Management and Infectious Disease reporting, as applicable, are properly completed and submitted as directed in the respective Health Service Bulletins, to the Contract Manager and Quality Management section in Central Office-Office of Health Services.

3.32.11.2 The Contractor shall comply with applicable continuing reporting requirements as determined by the Assistant Secretary of Health Services or designee for reports to and from the Department and the Healthcare Contract Monitor.

3.32.11.3 The Contractor shall provide a quarterly report listing all contractor-employed credentialed providers to the Contract Manager. This report will include the provider name, health care license type and status, job title, privileges granted, credentialing status, date started at a Department facility and date no longer working at a Department facility if the contractor employee started or ceased providing services during the reporting period.

3.32.11.4 The Contractor shall self-monitor compliance with the performance measures listed in Section 3.34 of this solicitation and provide one quarterly report indicating the compliance rates for each institution. The report shall also note any steps taken to correct areas of service where the compliance rate falls below the threshold. This self-monitoring is in addition to any performance measure monitoring to be conducted by the Department. This self-monitoring report will be due to the contract manager no later than twenty-one days after the end of each quarter.

3.32.11.5 AdHoc Reports: The Department reserves the right to require additional reports, adhoc reports, information pertaining to Contract compliance or other reports or information that may be required to respond to grievances, inquiries, complaints and other questions raised by inmates or other parties. The Contractor shall submit the report or information in not less than seventy-two (72) hours after receipt of the request. When time is of the essence, the Contractor shall make every effort to answer the request as soon as possible so that the Department can respond to the authority or party making the request.

3.33 Contract Termination Requirements

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

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

3.34 Contractor's Performance

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

The monitoring of comprehensive health service delivery will take place four (4) times a year. The audit will be performed by the Department's Office of Health Services.

3.34.1 Performance Outcomes, Measures, and Standards

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

3.34.1.1 MEDICAL SERVICES

3.34.1.1.1 Access to Care

1. Inmates have access to care to meet their serious medical, dental, and mental health needs.

   Outcome: Inmates have access to care in a timely manner with referral to an appropriate clinician as needed.
   Measure: Documentation by DC4-698B, DC4-698A, and the Call Out Schedule (OBIS).
   Standard: Achievement of outcome must meet one hundred percent (100%) of chart reviews.
   Reference: Procedure 403.006, HSB 15.05.20 and HSB 15.03.22.

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

   Outcome: A comprehensive health services orientation will be completed upon arrival.
   Measure: Documentation by DC4-773 and/or OBIS and inmate receives Health Services Inmate Orientation Handbook
   Standard: Achievement of outcome must meet one hundred percent (100%) of inmates receives information regarding access to care and have documentation in the record to support it.
   Reference: Procedures 403.008, 401.014, HSB 15.01.06

3.34.1.1.2 Refusal of Health Care Services

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

Outcome: Inmates are provided a process for refusal of health care and the documentation thereof.
Measure: Refusal noted in OBIS; Documentation by DC4-711A
Standard: Achievement of outcome must meet ninety percent (90%) of record and OBIS reviews.
Reference: Procedure 401.002

3.34.1.1.3 Reception, Transfers and Continuity of Care

1. All inmates receive an initial intake screening by a nurse.

   Outcome: All inmates have an Initial Intake Screening completed by a nurse upon entry.
   Measure: Complete documentation in health record via Computer-Assisted Reception Process (CARP)
   Standard: Achievement of outcome must meet one hundred percent (100%).
   Reference: Procedure 401.014

2. A proper medical health appraisal is provided to inmates upon reception

   Outcome: Every newly committed inmate will receive a complete medical health appraisal within fourteen (14) days of arrival at the reception center
   Measure: Completed DC4-707
   Standard: Achievement of outcome must meet one hundred percent (100%) of record reviews.
   Reference: Procedure 401.014 and Health Services Bulletin 15.01.06

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

   Outcome: Inmates will be assigned an appropriate grade identifying his/her Medical, Mental Health, Work, Transportation, Impairment status; and single dose medication requirement if appropriate. The Health Classification grade will be updated when inmate's condition or need changes.
   Measure: Documentation by DC4-706 and Documentation of Health Classification in OBIS
   Standard: Achievement of outcome must meet ninety five percent (95%) of record reviews.
   Reference: Procedure 401.014, HSB 15.01.06, HSB 15.03.13

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

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

Measure: Completed DC4-760A
Standard: Achievement of outcome must meet ninety five percent (95%).
Reference: Procedure 401.017, 401.014

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

   Outcome: Inmates who are referred to a clinician are seen by an appropriate level clinician in accordance with established guidelines for routine, urgent and emergent care.
   Measure: Completed DC4-701
   Standard: Achievement of outcome must meet one hundred percent (100%) of records reviewed.
   Reference: Procedure 401.014

6. Inmates have continuity of prescribed medication.

   Outcome: Inmates that have a current prescribed medication/s when arriving to the new institution have continuity of medication.
   Measure: Completed DC4-760A and DC4-701A
   Standard: Achievement of outcome must meet one hundred percent (100%) of records reviewed.
   References: Procedure 401.017

7. Medication Administration

   a. Outcome: Inmates are administered medication as ordered by the Clinician
      Measure: DC4-701A
      Standard: Achievement of outcome must meet one hundred percent (100%).
      Reference: Procedure 403.007 *Medication Administration and Refusals*

   b. Outcome: Medications are documented on the DC4-701A *Medication and Treatment Record*. Each dose of medication not administered is circled and an explanation written on the back of the DC4-701A.
      Measure: DC4-701A
      Standard: Achievement of outcome must meet ninety percent (95%).
      Reference: Procedure 403.007 *Medication Administration and Refusals*

3.34.1.1.4 Pre-Release Planning

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

Outcome: All inmates are offered an HIV Test prior to the EOS Date unless the inmate has a previous positive HIV Test Result on file.
Measure: Documentation of an HIV test result, signed consent or refusal in medical record.
Standard: Achievement of outcome one hundred percent (100%).
Reference: Section 945.355, Florida Statutes

3.34.1.1.5 The Problem List in medical record documents inmate's current medical problems

Outcome: Inmate medical record has an up to date Problem List.

Measure: Current medical, mental or dental issues are documented on the Problem List "DC4-730" in the medical record.
Standard: Achievement of outcome must meet ninety percent (90%).
Reference: Procedure 401.014

3.34.1.1.6 Specialized Medical Care

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

   Outcome: Provide specialty consultation appointments.
   Measure: A completed Consultation Request/Consultant Report Form "DC4-702" in the record and a log that reflects appointments are made in accordance with established guidelines for routine, urgent and emergent care.
   Standard: Achievement of outcome ninety-five percent (95%).
   Reference: HSB 15.09.04

2. Follow up care after Specialty Consultation

   Outcome: Inmates seen by a specialist will have the Consultant Report reviewed by the clinician. The clinician will either approve recommended procedure/treatment or recommend alternative clinically appropriate treatment options and discuss them with the inmate.
   Measure: Completed Consultation Request/Consultant Report Form "DC4-702" Chronological Record "DC4-701 for entry by clinician of clinically appropriate procedure/treatment and communication with inmate record review for procedure/treatment implementation.
   Standard: Achievement of outcome one hundred percent (100%)
   Reference: HSB 15.09.04.

3.34.1.1.7 Hunger Strikes

Outcome: The Chief Health Officer at the institution is responsible for the treatment of inmates on hunger strike.
Measure: Documentation of appropriate medical interventions as outlined in Procedure 403.009, Management of Hunger Strikes.
Standard: Achievement of outcome must meet one hundred percent (100%).
Reference: Procedure 403.009

3.34.1.1.8 Prescribed Therapeutic Diets

Outcome: Therapeutic Diets are prescribed by a clinician.
Measure: Diet Prescription/ Order "DC4-728" signed by clinician.
Standard: Achievement of outcome must meet ninety five percent (95%).
Reference: Procedure 401.009

3.34.1.1.9 Documentation

Staff is to provide appropriate documentation of health care treatments, diagnostics, services and related health care issues.

Outcome: Documentation is complete and legible in accordance with policy and procedure.

Measure: Documentation on all forms is in accordance with policy.
Standard: Achievement of outcome ninety five percent (95%).
Reference: Nursing Manual and Florida Statute 458.331

3.34.1.1.10 Chronic Illness Clinics

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

Chronic illness clinics include, but are not limited to:

Immunity	Cardiac
Gastrointestinal	Endocrine
Neurology	Respiratory
Oncology	Miscellaneous

1. Outcome: Inmates will be assigned to the appropriate chronic illness clinic based on clinical need.
   Measure: DC4-701F
   Standard: Achievement of outcome ninety five percent (95%)
   Reference: HSB 15.03.05

2. Outcome: Inmate in chronic illness is seen by the clinician in accordance with HSB and clinical need.
   Measure: DC4-701F
   Standard: Achievement of outcome ninety five percent (95%)
   Reference: HSB 15.03.05

3. Outcome: Lab results are available to the clinician prior to chronic illness appointment.
   Measure: Documentation that lab results were available in the medical record.
   Standard: Achievement of outcome ninety five percent (95%)
   Reference: HSB 15.03.05

4. Outcome: Appropriate Flow Sheet was completed during chronic illness clinic appointment
   Measure: Completed appropriate DC4-770
   Standard: Achievement of outcome ninety five percent (95%)
   Reference: HSB 15.03.05

3.34.1.1.11 Lab testing and results

1. Outcome: All diagnostic tests are obtained as prescribed or clinically indicated.
   Measure: Documentation of orders on DC4-701, DC4-714B.
   Standard: Achievement of outcome must meet ninety five percent (95%)
   Reference: HSBs 15.03.04 and 15.05.20

2. Outcome: Clinician reviews results of diagnostic test
   Measure: Results are initialed by a clinician indicating review
   Standard: Achievement of outcome must meet ninety five percent (95%)
   Reference: HSB 15.03.05; TI 15.03.39, HSB 15.05.20

3. Outcome: Clinician orders and implements plan of care for abnormal diagnostics.
   Measure: Documentation of plan and implementation on the DC4-701.
   Standard: Achievement of outcome must meet one hundred percent (100%).
   Reference: HSB 15.03.05; TI 15.03.39 and HSB 15.03.24

4. Outcome: Lab results and diagnostics are available to the clinician prior to appointment.
   Measure: Documentation that lab results were available in the health record, DC4-701.
   Standard: Achievement of outcome (100%)
   Reference: HSBs 15.03.24, 15.03.04

3.34.1.1.12 OB/GYN Care

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

2. Outcome: Pregnant inmates are seen by a licensed physician for obstetrical care.
   Measure: Completed DC4-701F in Health record
   Standard: Achievement of outcome must meet one hundred percent (100%).
   Reference: TI 15.03.39

3. Outcome: All pregnant inmates will be offered HIV testing
   Measure: HIV test result or signed refusal DC4-711 A in the Health Record.
   Standard: Achievement of outcome must meet one hundred percent (100%).
   Reference: Section 384.31, Florida Statutes, Rule 64D-3.019 Florida Administrative Code, TI 15.03.39

4. Outcome: All pregnant inmates will have a hepatitis B (HBsAg) test at the initial prenatal visit and at twenty eight (28) weeks to thirty two (32) weeks gestation.
   Measure: Hepatitis B test result or signed refusal DC4-711A in the Health Record.
   Standard: Achievement of outcome must meet one hundred percent (100%)
   Reference: Section 384.31, Florida Statutes, Rule 64D-3.019, Florida Administrative Code, TI 15.03.39

5. Outcome: All pregnant inmates will have a syphilis test at the initial prenatal visit and at twenty eight (28) weeks to thirty two (32) weeks gestation.
   Measure: Syphilis test result or signed refusal DC4-711A in the Health Record.
   Standard: Achievement of outcome must meet one hundred percent (100%)
   Reference: Section 384.31, Florida Statutes, Rule 64D-3.019, Florida Administrative Code, TI 15.03.39

6. Outcome: All pregnant inmates will receive counseling including a discussion concerning the risk to the infant and the availability of treatment for HIV, hepatitis B and syphilis prior to testing.

Measure: Documentation that counseling, discussion or a signed refusal DC4-711A is in the Health Record
Standard: Achievement of outcome must meet one hundred percent (100%).
Reference: Section 384.31, Florida Statutes, Rule 64D-3.019, Florida Administrative Code, TI 15.03.39

7. Outcome: Breast examination self-examination, and professional examination are in accordance with those of the United States Preventive Services Task Force (USPSTF).
   Measure: Complete documentation on DC4-686 in the Health Record.
   Standard: Achievement of outcome must meet one hundred percent (100%)
   Reference: HSB 15.03.24

8. Outcome: Routine screening mammograms are performed in accordance with policy.
   Measure: Mammogram result or signed refusal is in the Health Record.
   Standard: Achievement of outcome must meet ninety five percent (95%).
   Reference: HSB 15.03.24

9. Outcome: Mammography shall be performed on all inmates with suspicious breast masses or lumps.
   Measure: Mammogram result or signed refusal is in the Health Record.
   Standard: Achievement of outcome must meet one hundred percent (100%).
   Reference: HSB 15.03.24

10. Outcome: Complete routine Pap smear per policy.
    Measure: Completed DC4-686 or signed refusal in the Health Record.
    Standard: Achievement of outcome must meet ninety five percent (95%).
    Reference: HSB 15.03.04

3.34.1.1.13 Sick Call hours/Access to care

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

   Outcome: Medical will post sick call and pill line hours in English and Spanish in the Housing Dorms and Medical Unit. Sick call hours will not be held after dark.
   Measure: Observation: Sick Call and Pill Line Hours posted in English and Spanish in the Housing Dorms and Medical Unit.
   Standard: Achievement of outcome must meet one hundred percent (100%).
   Reference: Procedure 403.006

2. Sick Call Request process

   a. Outcome: No inmate is denied access to sick call. Inmate may submit a sick call request seven (7) days a week if the inmate is in confinement, and five (5) days a week in a clinic setting.
      Measure: Sick call request form DC4-698A or sign up List DC4-698B
      Standard: Achievement of outcome must meet ninety five percent (95%)
      Reference: Procedure 403.006

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

Measure: Documentation by nurse on sick call request form DC4-698A and DC4-698B.
Standard: Achievement of outcome must meet ninety five percent (95%)
Reference: Procedure 403.006

c. Outcome: The inmate's sick call request is scheduled and followed up according to priority. All emergencies are seen immediately.
Measure: DC4-698A, DC4-698B, DC4-683 Series
Standard: Achievement of outcome must meet ninety five percent (95%)
Reference: Procedure 403.006

3. Sick Call Referral process

Outcome: All inmates who come to sick call on the third (3rd) time with the same complaint (unless it is scheduled) will be referred and evaluated by a clinician.
Measure: Documentation on DC4-701 by clinician for sick call complaint.
Standard: Achievement of outcome must meet one hundred percent (100%)
Reference: Procedure 403.006

3.34.1.1.14 No Show for medical appointments, etc.

Outcome: Inmates who do not come for scheduled appointments and/or medication will be reported to security.
Measure: Documentation on the No Show Call Out Log "DC4-701L" and signed refusal and/or entry in OBIS of No Show or documentation of refusal on the Medication Administration Record.
Standard: Achievement of outcome must meet one hundred percent (100%)
Reference: Procedure 403.007

3.34.1.1.15 Specialty Care

1. Wound prevention and care

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

2. Palliative Care

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

3. Vision Care

a. Outcome: All inmates will receive a vision screening during the reception process, routine, emergent screening based on inmate need.

Measure: Documented vision screening at reception, routine, emergent in medical record.
Screening performed with glasses and without glasses when applicable
Standard: Achievement of outcome must meet one hundred percent (100%).
Reference: HSB 15.02.10

b. Outcome: Optometry consults will be provided to inmates based on their visual acuity.
Measure: Documented Consultation Request optometry for visual acuity of 20/60 or worse in either eye OR uncorrected near vision of 20/60
Standard: Achievement of outcome must meet one hundred percent (100%).
Reference: HSB 15.02.10

c. Outcome: Ophthalmology consults will be provided to inmates based on specific eye/vision complaints
Measure: Documentation of referral to an ophthalmologist for diagnosis and treatment for all inmates with complaints of new onset of diplopia, sudden onset of flashes or floaters, loss of part or all of vision in either eye, blurred vision, pain in or around the eye/s, or acute/intermittent/chronic red eye.
Standard: Achievement of outcome must meet one hundred percent (100%).
Reference: HSB 15.02.10

3.34.1.1.16 Auditory Care

Outcome: Provide proper auditory evaluation, prevention and care to inmates that include the treatment and /or the appropriate corrective systems to inmates.
Measure: Documentation in medical record that hearing complaints/deficits were evaluated by a clinician
Standard: Achievement of outcome must meet one hundred percent (100%)
Reference: HSB 15.03.27

3.34.1.1.17 Emergency Services, Emergency Plan and Training

1. Outcome: There is a plan for the immediate response and care of inmates with medical, dental and mental health emergencies.
Measure: Documentation of DC4-701C, appropriate DC4-683 Nursing Protocol or appropriate DC4-701 SOAPE note
Standard: Achievement of outcome must meet one hundred percent (100%)
Reference: HSB 15.03.22

2. Outcome: There is an institutional health services emergency plan that includes emergency twenty four (24) hour coverage
Measure: Documentation on DC4-680, DC4-679
Standard: Achievement of outcome must meet one hundred percent (100%)
Reference: HSB 15.03.06, HSB 15.03.22

3. Outcome: Training for emergency care of inmates will be provided to all health care staff
Measure: Documentation on DC2-901, DC4-678, DC4-677, First Aid Training, CPR/AED Certification
Standard: Achievement of outcome must meet one hundred percent (100%)

Reference: HSB 15.03.22

3.34.1.1.18 Prison Rape and Elimination Act

Outcome: All Medical Staff receives training on the Prison Rape and Elimination Act Procedure and associated Health Services Bulletin.
Measure: Documentation on file that Medical Staff had training in PREA; compare employee roster with training documents
Standard: Achievement of outcome must meet one hundred percent (100%) of record reviews.
Reference: Federal Senate Bill 1435, Prison Rape Elimination Act (PREA), Florida Statute 944.35, Florida Administrative Code Chapter 33-602 and Sections 33-208.002 and 33-208.003, Prison Rape: Prevention, Elimination and Investigation 108.010 and Post-rape Medical Action, 15.03.36, DC4-683M.

3.34.1.1.19 Alleged Sexual Battery/Post-Rape Medical Action

Outcome: Medical Staff delivers care as outlined per policy to inmates who state they are the victim of an alleged sexual battery.
Measure: Completed DC4-683M
Standard: Achievement of outcome must meet one hundred percent (100%)
Reference: Procedure 108.010, HSB 15.03.36, DC4-683M

3.34.1.1.20 Infirmary services

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

1. Outcome: There will be a physician or designee on call for the infirmary twenty four (24) hours seven (7) days a week.
   Measure: Review on call-schedule. Physician (or designee) rounds performed and documented daily on either a DC4-714A or DC4-701.
   Standard: Achievement of outcome one hundred percent (100%).
   Reference: HSB 15.03.26

2. Outcome: Infirmary nursing services provided under the direction of a registered nurse.
   Measure: Staff schedule will have a registered nurse scheduled twenty four (24) hours seven (7) days.
   Standard: Achievement of outcome must meet one hundred percent (100%).
   Reference: HSB 15.03.26

3. Outcome: Inmates who exceed twenty three (23) hours of observation are admitted to the infirmary.
   Measure: Documentation of DC4-732 (nurse admit form), DC4-714B, 797E (infirmary log).
   Standard: Achievement of outcome must meet ninety five percent (95%).
   Reference: HSB 15.03.26

4. Outcome: Physician infirmary rounds made on a daily basis (Monday – Friday), except holidays.

Measure: Completed DC4-714A
Standard: Achievement of outcome must meet one hundred percent (100%).
Reference: HSB 15.03.26

5. Outcome: The initial nursing admission is completed with 2 hours of admission.
   Measure: DC4-684
   Standard: Achievement of outcome must meet one hundred percent (100%).
   Reference: HSB 15.03.26

6. Outcome: Nursing rounds are made every two hours in the infirmary.
   Measure: DC4-717
   Standard: Achievement of outcome must meet ninety-five percent (95%).
   Reference: HSB 15.03.26

7. Outcome: A discharge summary for an admitted inmate completed within 48 hours of discharge.
   Measure: Completed documentation on DC4-713B (DC4-657 for a mental health patient) completed by the physician (or designee) within 48 hours of discharge.
   Standard: Achievement of outcome must meet ninety five percent (95%).
   Reference: HSB 15.03.26

8. Outcome: Nurse will perform Infirmary Patient Assessment per policy.
   Measure: Completed documentation on DC4-684 three times a day unless order more frequently by clinician.
   Standard: Achievement of outcome must meet one hundred percent (100%).
   Reference: HSB 15.03.26, DC4-684

3.34.1.1.21 Periodic screening

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

Outcome: Inmates receive a periodic screening.
Measure: Completed Periodic Screening DC4-541 in accordance with schedule outlined in Health Services Bulletin 15.03.04.
Standard: Achievement of outcome must meet ninety five percent (95%)
Reference: HSB 15.03.04

3.34.1.1.22 Pre-release Screening

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

Outcome: Inmates receive screening by a clinician prior to release to Customs Enforcement, parole, placement in a work release facility or community correctional center.
Measure: Completed Pre-release DC4-549 original in medical record.
Standard: Achievement of outcome must meet one hundred percent (100%)
Reference: HSBs 15.03.04 and 15.03.29

3.34.1.1.23 Impaired inmate services, including inmate assistants for impaired inmates

1. Outcome: Inmates with impairments are placed in settings that can adequately provide for their healthcare treatment needs.
   Measure: Inmate impairment grade in record matches the Institution's impairment designation.
   Standard: Achievement of outcome must meet one hundred percent (100%)
   Reference: Procedure Transfer for Medical Reasons 401.016, Health Services Bulletin Impaired Inmate Services 15.03.25

2. Outcome: Inmates who are assigned to assist impaired inmates will receive required training.
   Measure: Complete documentation DC4-526
   Standard: Achievement of outcome must meet one hundred percent (100%).
   Reference: Health Insurance Portability and Accountability Act, Florida Administrative Code 33-210.201 and 33-401.701, Procedure 403.011

3.34.1.1.24 Special Housing

1. Outcome: Inmates in special housing receive a Pre-Confinement Physical.
   Measure: Completed Special Housing Appraisal or Pre-Confinement Physical "DC4-769"
   Standard: Achievement of outcome must meet one hundred percent (100%).
   Reference: Procedure 403.003, DC4-769

2. Outcome: Nursing staff make daily rounds in special housing.
   Measure: Documentation of daily rounds on Nursing Special Housing Rounds "DC4-696"
   Standard: Achievement of outcome must meet one hundred percent (100%).
   Reference: Procedure 403.003, DC4-696

3.34.1.1.25 Inmate Passes

Outcome: Inmate receives medical pass based on sound medical judgment.
Measure: Clinician documentation on the Chronological Record of Health Care DC4-701 supports need for pass.
Standard: Achievement of outcome must meet ninety five percent (95%)
Reference: HSB 15.02.16, DC4-701D

3.34.1.1.26 Post Use of Force

Outcome: A post use of force physical examination will be performed by nursing staff with notification and/or referral to a clinician as clinically indication.
Measure: Complete documentation on the Emergency Room Record "DC4-701C", Diagram of injury "DC4-708" and referral to clinician.
Standard: Achievement of outcome must meet one hundred percent (100%).
Reference: Rule 33-602.210, Florida Administrative Code ("Use of Force")

3.34.1.1.27 Medication Administration

Outcome: Medication is administered by nursing utilizing standard precautions and adherence to the six rights (inmate, time, medication, route, dose, documentation) of administration.
Measure: Observation and interview
Standard: Achievement of outcome must meet ninety-five percent (95%).

Reference: Nursing Standard

3.34.1.1.28 Tools and Sensitive Item Control

Outcome: Medical Staff will manage tools and sensitive items according to policy. Syringes, needles and medical tools are counted and kept secure.
Measure: Counts match Reserve Sharps Bulk Inventory DC4-765R and Syringes and Other Sharps DC4-Each shift of the Tool Site Inventory Log "DC6-284" is signed by medical staff.
Standard: Achievement of outcome must meet one hundred percent (100%).
Reference: Procedure 602.037

3.34.1.1.29 Infection Control and Communicable Disease

Outcome: Reportable diseases and conditions will be reported to the Department of Health.
Measure: Complete documentation on the DC4-710 and timely notification to the Department of Health.
Standard: Achievement of outcome must meet one hundred percent (100%).
Reference: Rule 64D-3, Florida Administrative Code, Infection Control Manual Chapter XII.

3.34.1.1.30 Inmate Communicable Disease Education

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

Outcome: Inmates will be provided with Communicable Disease Education within seven (7) calendar days of inmate's arrival to each receiving institution
Measure: Date of education is entered in the Offender-Based Information System within seven (7) calendar days of inmate's arrival to each receiving institution.
Standard: Achievement of outcome must meet one hundred percent (100%).
Reference: Florida Statute 945.35, Procedure 403.008

3.34.1.1.31 Medical Isolation for Suspected Communicable or Infectious Disease

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

Outcome: Any inmate diagnosed or suspected of having a communicable or infectious disease shall be isolated until rendered noninfectious.
Measure: Isolation precautions will be documented in the medical record.
Standard: Achievement of outcome must meet one hundred percent (100%).
Reference: Infection Control Manual Chapter XIII

3.34.1.1.32 Immunization Administration and Documentation

1. Outcome: During the reception process inmate's immunization history will be assessed and documented.
   Measure: Immunization history documented on the Immunization Record "DC4-710A".
   Standard: Achievement of outcome must meet ninety-five percent (95%)
   Reference: HSB 15.03.30

2. Outcome: Inmates will receive immunizations in accordance with established policy.
   Measure: Completed signed consent or refusal and documentation of Immunization on DC4 710-A.
   Standard: Achievement of outcome must meet ninety-five percent (95%)
   Reference: HSB 15.03.30.

3.34.1.1.33 Tuberculosis Program

1. Employee Tuberculosis Screening

   Outcome: All Department employees whose duties are expected to bring them into contact with inmates and for contract employees, who perform their duties in institutions, must be screened/tested for tuberculosis upon application or hire, as appropriate and screened/tested annually thereafter.
   Measure: Review monthly report DC4-782B for percentage of compliance of TST including results.
   Standard: Achievement of outcome must meet one hundred percent (100%)
   Reference: Procedure 401.015

2. Inmate Tuberculosis Screening

   Outcome: All inmates are screened for Tuberculosis with the Tuberculosis Symptom Questionnaire "DC4-520C"
   Measure: Documentation on the Tuberculosis Symptom Questionnaire "DC4-520 C" is complete.
   Standard: Achievement of outcome must meet ninety-five percent (95%)
   Reference: HSB 15.03.18

3. Inmate Tuberculosis Skin Testing

   Outcome: Inmates with no history of a previous positive Tuberculosis Skin Test (TST) results will have TST per schedule outlined in Health Services Bulletin 15.03.18.
   Measure: Documentation that scheduled TST's were noted on the Immunization record "DC4-710 A" results read in 48-72 hours and documented in millimeters (mm) of induration.
   Standard: Achievement of outcome must meet ninety-five percent (95%)
   Reference: HSB 15.03.18

3.34.1.1.34 Infection Control Surveillance and Monitoring

1. Prevalence walks will be performed by the Infection Control Nurse or designee.

   Outcome: Prevalence walks will be performed by the Infection Control Nurse or designee
   Measure: Complete documentation on Prevalence walk collection form DC4-788 series.
   Standard: Achievement of Outcome must meet ninety-five percent (95%).
   Reference: Infection Control Manual Chapter XI

2. Infection Control Nurse or designee will collect surveillance data on acute infections.

Outcome: Medical staff at all institutions will collect surveillance data on selected active, acute infections according to standard infection control surveillance procedures.
Measure: Complete documentation of all DC4 539 A Summary of Infection Control Investigations-Table V, DC4 539 B Infection Control Tables I and II, DC4 539 E Dialysis Unit Infection Control Report.
Standard: Achievement of Outcome must meet ninety-five percent (95%).
Reference: Infection Control Manual Chapter V

3. Management of Methicillin Resistant Staphylococcus Aureus

Outcome: Inmates will be screened for MRSA infection as outlined in chapter XIX of the Infection Control Manual
Measures: Review of medical record will have the following criteria met:

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

Standard: Achievement of Outcome must meet ninety-five percent (95%).
Reference: Infection Control Manual Chapter XIX

4. Bloodborne Pathogens

a. Outcome: All bloodborne pathogen exposure incidents must be assessed by medical to determine the significance and risk.
Measure: Review of DC4-798 (Bloodborne Pathogens Exposure – Screening Incident) and DC4-799 (Inmate Bloodborne Pathogen Exposure Report).
Standard: Achievement of Outcome must meet one hundred percent (100%).
Reference: Infection Control Manual Chapter XIX and Bloodborne Pathogen Exposure Control Plan

b. Outcome: Each facility will develop a Biomedical Waste Plan which addresses the definition, collection, storage, decontamination and disposal of regulated biomedical waste.
Measure: During site visit nurse will observe for Bio-Hazardous waste being placed in red bags and disposed of appropriately and inappropriate waste in red biohazard bags. Ref DC4-788B
Standard: Achievement of Outcome must meet one hundred percent (100%).
Reference: Bloodborne Pathogen Exposure Control Plan, Florida Administrative Code (F.A.C.)chapter 64E-16 and chapter 33, FDC Environmental Health and Safety Manual.

c. Outcome: The storage of "clean" supplies is prohibited in biomedical waste, storerooms except that unused supplies (e.g., red, yellow, water-soluble bags, unfilled biomedical waste containers) and cleaning chemicals and housekeeping supplies may be stored there).

Measure: Nurse will check biohazard store rooms for clean supplies during site visits.
Standard: Achievement of Outcome must meet one hundred percent (100%).
Reference: Bloodborne Pathogen Exposure Control Plan

5. Chest x-rays

Outcome: Chest x-rays (CXR) are completed on inmates who have tuberculosis symptoms or a documented positive TST conversion within the last two years and have either not received or completed treatment.
Measure: Documentation that CXR was completed within seventy two (72) hours of completion of DC4-520C and CXR reports
Standard: Achievement of outcome must meet one hundred percent (100%).
Reference: HSB 15.03.18

6. Tuberculosis Screening for HIV Positive Inmates

Outcome: Inmates with HIV or at risk of HIV infection will be appropriately screened for TB.
Measure: Documentation on DC4-710A Immunization record and DC4-520C Tuberculosis Symptom Questionnaire, Chest x-ray and/or AFB results if they were ordered.
Standard: Achievement of outcome must meet one hundred percent (100%).
Reference: HSB 15.03.18

7. Treatment of Latent Tuberculosis Infection

Outcome: Treatment of latent tuberculosis infection shall be considered for all inmates who have a positive skin test when active disease has been ruled out and there are no contraindications to treatment.
Measure: Review of DC4-710A Immunization record and DC4-520C Tuberculosis Symptom Questionnaire, DC4-719 Tuberculosis INH/Treatment for Latent TB Infection (LTBI) Follow-up Visit
Standard: Achievement of outcome must meet one hundred percent (100%).
Reference: HSB 15.03.18

8. Monthly monitoring Tuberculosis Clinic

Outcome: Monthly monitoring by the nurse or clinician if clinically indicated is to be initiated within two (2) weeks after the inmate has been started on INH or TB medications.
Measure: DC4-719 Tuberculosis INH/Treatment for Latent TB Infection (LTBI) Follow-up Visit, MAR(Medication Administration Record
Standard: Achievement of outcome must meet one hundred percent (100%).
Reference: HSB 15.03.18

9. Continuity of Tuberculosis Treatment at End of Sentence

Outcome: Notification to the Department of Health/County Health Department (DOH/CHD) of the status of an inmate's tuberculosis (TB)

evaluation, treatment, or treatment of latent tuberculosis infection (LTBI) when the inmate is released from a Department of Corrections facility.
Measure: DC4-758 Tuberculosis/INH Health Information Summary, DC4-711B Consent for Inspection and/or Release of Confidential Information.
Standard: Achievement of outcome must meet one hundred percent (100%).
Reference: HSB 15.03.18

10. Airborne Infection Isolation Room

Outcome: Inmates suspected of having infectious tuberculosis disease are isolated in an airborne infection isolation room (AIIR) until known to be non-infectious.
Measure: Completed documentation that supports that inmate was isolated
Standard: Achievement of outcome must meet one hundred percent (100%).
Reference: HSB 15.03.18, DC4-701, DC4-713A DC4-713B, DC4-713C, DC4-684DC4-714A

11. Respiratory precautions

Outcome: A surgical mask is worn by the inmate and a designated respiratory protective device (N-95) is worn by staff.
Measure: Observation and interview of inmate and staff that appropriate masks are worn.
Standard: Achievement of outcome must meet one hundred percent (100%).
Reference: Infection Control Manual, 15.03.18

12. Tuberculosis Contact Investigation

Outcome: A Tuberculosis contact investigation is initiated on all infectious cases of Tuberculosis. Final results of the contact investigation must be reported to Department of Health Bureau of TB and Refugee Health within one year of start date
Measure: Completed TB Contact Investigation documentation.
Standard: Achievement of outcome must meet one hundred percent (100%).
Reference: 15.03.18

13. Bloodborne Pathogen Exposure

a. Outcome: The Florida Department of Corrections Bloodborne Pathogen Exposure control plan is implemented at all institutions.
Measure: During site visit the nurse will check to see if bloodborne pathogen manual is accessible to staff
Standard: Achievement of outcome must meet one hundred percent (100%).
Reference: Bloodborne Pathogen Exposure control Plan

b. Outcome: Filled sharps containers is sealed and discarded as biomedical waste when three- fourths (¾) full or filled to the "FULL" line (if present) on the side of the container.
Measure: Inspection of sharps containers during site visit (DC4-788D)
Standard: Achievement of outcome must meet one hundred percent (100%).
Reference: Bloodborne Pathogen Exposure control Plan

c. Outcome: Personal protective equipment in appropriate sizes is available for use.
Measure: During site visits facilities will be checked for the presence of personal protective equipment.
Standard: Achievement of outcome must meet one hundred percent (100%).
Reference: Bloodborne Pathogen Exposure control Plan

d. Outcome: All institutions will have Post Exposure Prophylaxis medications available on site.
Measure: During site visit nurse will check for the presence of antiretroviral therapy for possible Human Immunodeficiency Virus (HIV) exposure and Hepatitis B vaccine for possible Hepatitis B exposure.
Standard: Achievement of outcome must meet one hundred percent (100%).
Reference: Bloodborne Pathogen Exposure Control Plan

3.34.1.1.35 Dialysis Services

1. Wait Time for Initial Requests

Outcome: Initial Requests for care shall not have wait times that exceed more than three (3) days unless due to inmate security risks.
Measure: The date of requested Initial Requests compared to the actual date of performance of the exam.
Standard: Achievement of outcome must meet minimum of one-hundred percent (100%).

2. Wait Time for Urgent Requests

Outcome: Urgent Request for care shall not have wait times that exceed more than two (2) days unless due to inmate security risks.
Measure: The date of requested Urgent Request compared to the actual date of performance of the exam.
Standard: Achievement of outcome must meet minimum of ninety-five percent (95%)

3. Pre-dialysis patient assessment

Outcome: Conduct pre-dialysis assessment of patient's vital signs, body weight, edema, and mental status.
Measure: The assessment data must be documented onto the patient's medical record.
Standard: Achievement of outcome must meet one hundred percent (100%)
Reference: Nephrology Nursing Standards of Care

4. Post-dialysis patient assessment

Outcome: Conduct post-dialysis assessment of patient's vital signs, body weight, edema, and mental status.
Measure: The assessment data must be documented onto the patient's medical record.
Standard: Achievement of outcome must meet one hundred percent (100%)
Reference: Nephrology Nursing Standards of Care

5. Timely Compliance with Medicare Certification Requirement

Outcome: All services shall comply with all requirements established for a Medicare End Stage Renal Disease (ESRD) provider.
Measure: Certification as established by the Centers for Medicare and Medicaid Services (CMS).
Critical Standard: Achievement of outcome must meet one hundred percent (100%).
Reference: Centers for Medicare and Medicaid Services

6. Compliance with Epidemiological Investigations/Infection Control Procedures/Reports/Audits

Outcome: All services shall comply with all requirements established for epidemiological/infection control procedures within a dialysis unit.
Measure: Services in compliance with established published national guidelines and requirements of the Centers for Medicare and Medicaid Services (CMS).
Critical Standard: Achievement of outcome must meet ninety five (95%) on a quarterly basis.
Reference: Centers for Medicare and Medicaid Services

3.34.1.2 MENTAL HEALTH SERVICES

3.34.1.2.1 Informed Consent

Outcome: All inmates receiving mental health treatment have a signed Consent for Treatment form or Affidavit of Refusal for Health Care Services in their health record or inpatient health record.
Measure: Documentation on DC4-663 Consent to Mental Health Evaluation or Treatment, DC4-649 Consent to Inpatient Mental Health Care, or DC4-711A Affidavit of Refusal for Health Care Services in the health record or inpatient health record.
Standard: Achievement of outcome must meet one hundred percent (100%).
Reference: HSB 15.05.14 Mental Health Services, Section VI. A.

3.34.1.2.2 Inpatient Referrals

Outcome: Mental health transfer request is completed in its entirety and adequately documents clinical need for the specific level of inpatient care requested.
Measure: Documentation by EF4-001 (electronic form) Medical Transfer Request in the health record; and DC4-657A, Transfer Summary for Inpatient Mental Health Care.
Standard: Achievement of outcome must meet ninety percent 90%.
Reference: 404.003 Mental Health Transfers, Section (4) (b).

3.34.1.2.3 Discharge from Inpatient/Infirmary Care

Outcome: Upon discharge from Isolation Management/CSU/TCU/CMHTF a Discharge Summary is completed and placed in inmate record.
Measure: Documented by DC4-657 Discharge Summary for Inpatient Mental Health Care in the health record.
Standard: Achievement of outcome must meet one hundred percent (100%).
Reference: HSB 15.05.05 Inpatient Mental Health Services, Section IV, B.

3.34.1.2.4 Isolation Management Rooms and Observation Cells

Outcome: Isolation Management Rooms are certified by authorized mental health staff for housing inmates at risk for self-harm.
Measure: Documentation on DC4-527 Checklist for Review of Isolation Management Room/Observation Cell retained by the institution.
Standard: Achievement of outcome must meet one hundred percent (100%).
Reference: Procedure 404.002 Isolation Management Rooms and Observation Cells; HSB 15.03.14, Standards for Isolation Management Rooms.

3.34.1.2.5 Access to Care (Mental Health)

1. Mental Health Assessment

Outcome: A comprehensive and systematic program for identifying inmates who are suffering from mental disorder is maintained.
Measure: Documentation by DC4-706 Health Services Profile, DC4-644 Intake Psychological Screening Report.
Standard: Achievement of outcome must meet one hundred percent (100%).
Reference: HSB 15.05.14 Mental Health Services, Section III. B.

2. Orientation

Outcome: Inmates in the general population, regardless of assigned mental health grade, are oriented to mental health services within eight (8) calendar days of arrival at a permanent institution.
Measure: Mental health orientation documented in OBIS.
Standard: Achievement of outcome must meet ninety five percent (95%).
Reference: HSB: 15.05.18 Outpatient Mental Health Services, Section VI. B.

3. Inmate Requests

Outcome: Inmate-initiated requests are responded to within ten (10) working days of receipt.
Measure: Documentation of incidental note on DC4-642 Chronological Record of Outpatient Mental Health Care and DC6-236 Inmate Request in the health record.
Standard: Achievement of outcome must meet ninety-five percent (95%).
Reference: HSB: 15.05.18 Outpatient Mental Health Services, Section V, A.

4. Inmate-Declared Emergencies/Emergent Staff referrals

Outcome: Inmate-declared emergencies and emergent staff referrals are responded to as soon as possible, but must be within four (4) hours of notification.
Measure: Documentation on DC4-642G Mental Health Emergency Evaluation, DC4-683A Mental Health Emergency Protocol, in the health record, and DC4-781A, Mental Health Emergency Log.
Standard: Achievement of outcome must meet one hundred percent (100%).
Reference: HSB: 15.05.18 Outpatient Mental Health Services, Section V. A.

3.34.1.2.6 Reception Center Services

1. Continuity of Care – Psychotropic Medications

Outcome: If the inmate was taking psychotropic medication immediately prior to transfer from the county jail, the screening medical staff person arranges for continuity of such care, until such time as the inmate is seen by psychiatric staff.
Measure: Documentation on DC4-701A Medication Administration Record in the health record.
Standard: Achievement of outcome must meet one hundred percent (100%).
Reference: 15.05.17 Intake Mental Health Screening at Reception Centers, Section V. A.

2. Psychiatry Referral – Past History

Outcome: If the inmate received inpatient mental health care within the past six (6) months or received psychotropic medication for a mental health disorder in the past thirty (30) days, a psychiatric evaluation is completed within 10 days of referral.
Measure: Documentation on DC4-655 Psychiatric Evaluation in the health record.
Standard: Achievement of outcome must meet one hundred percent (100%).
Reference: HSB 15.05.17 Intake Mental Health Screening at Reception Centers Section V.A.; Procedure 401.014 Health Services Intake and Reception Process Section (3) (a-b).

3. Intake Screening – Psychological Testing

Outcome: Intake screening psychological testing is completed within fourteen (14) days for all new admissions to a reception center.
Measure: Documentation on DC4-644 Intake Psychological Screening Report in the health record.
Standard: Achievement of outcome must meet ninety percent (90%).
Reference: HSB 15.05.17 Intake Mental Health Screening at Reception Centers, Section IV. B.

4. Suicide Profile

Outcome: If the clinical interview reveals information about past suicide attempts or if the results of the Beck Hopelessness Scale are nine (9) or higher, a DC4-646 Initial Suicide Profile is completed.
Measure: Documentation on DC4-646 Initial Suicide Profile in the health record.
Standard: Achievement of outcome must meet one hundred percent (100%).
Reference: HSB 15.05.17 Intake Mental Health Screening at Reception Centers, Section IV. B. 6.

5. Mental Retardation Classification

Outcome: The Wechsler Adult Intelligence Scale III or other non-abbreviated, reputable, individually administered intelligence test is administered when the WASI score is <76 or the adaptive behavior checklist rating is <35.
Measure: Documentation on DC4-644 Intake Psychological Screening Report in the health record.
Standard: Achievement of outcome must meet ninety percent (90%).

Reference: HSB 15.05.17. Intake Mental Health Screening at Reception Centers Section IV.B.4.

6. Prior Records

Outcome: Requests of past treatment records are briefly documented as an incidental note on DC4-642.
Measure: Documentation of incidental note on DC4-642 Chronological Record of Outpatient Mental Health Care in the health record
Standard: Achievement of outcome must meet ninety percent (90%).
Reference: HSB 15.05.17 Intake Mental Health Screening at Reception Centers, Section IX. C.

3.34.1.2.7 Treatment Planning

1. Outpatient Individualized Service Plan

Outcome: The initial individualized service plan is completed within 14 (calendar) days of the inmate being assigned a mental health classification of S-2 or S-3.
Measure: Documentation on DC4-706 Health Services Profile, DC4-643A (Parts I, II, and III) Individualized Service Plan in the health record.
Standard: Achievement of outcome must meet ninety percent (90%).
Reference: HSB: 15.05.11 Planning and Implementation of Individualized Mental Health Services, Section V. A.

2. Inpatient Individualized Service Plan

Outcome: An Individualized Service Plan (ISP) is initiated and approved by the MDST within 14 days of admission to TCU, 5 days of admission to CSU, and 7 days of admission to CMHTF.
Measure: Documentation on DC4-643A (Parts I, II, and III) Individualized Service Plan; DC4-714B Physician Order Sheet in the health record or inpatient health record.
Standard: Achievement of outcome must meet ninety percent (90%).
Reference: HSB 15.05.11 Planning and Implementation of Individualized Mental Health Services

3.34.1.2.8 Outpatient Mental Health Services

1. Case Manager Assignment

Outcome: Inmates with a mental health grade of S-2 or S-3 have a case manager designated within three (3) business days of arrival at a permanent institution.
Measure: Documentation of incidental note on DC4-642 Chronological Record of Outpatient Mental Health Care in the health record.
Standard: Achievement of outcome must meet ninety five percent (95%).
Reference: HSB: 15.05.11 Planning and Implementation of Individualized Mental Health Services; 15.05.18 Outpatient Mental Health Services, Section VII. A. ACA Standard 4-4370

2. Case Management

Outcome: Case management is conducted at least every 90 days
Measure: Documentation on DC4-642D Outpatient Mental Health Case Management in the health record.
Standard: Achievement of outcome must meet ninety percent (90%).
Reference: HSB: 15.05.18 Outpatient Mental Health Services, Section VII. C.

3. Level of Care

Outcome: Inmates with a current diagnosis of Schizophrenia or other psychotic disorders including disorders with psychotic features are maintained as a mental health grade of S-3 or higher.
Measure: DC4-706 Health Services Profile and DC4-643A (Parts I, II, and III) Individualized Service Plan in the health record.
Standard: Achievement of outcome must meet ninety five percent (95%).
Reference: HSB: 15.05.18 Outpatient Mental Health Services, Section VII. D.

3.34.1.2.9 Suicide and Self Injury Prevention

1. Suicide Prevention

Outcome: The number of suicide deaths per thousand inmates per fiscal year assigned to the facilities/region where the Contractor provides care will not exceed the Department's average rate of suicides per thousand inmates for the period from July 1, 2008 to June 30, 2011.
Measure: The number of inmate deaths by suicide per thousand inmates based on the average daily population during each fiscal year.
Standard: Suicide deaths per thousand inmates per fiscal year must be equal to or less than the Department's rate of suicides per thousand inmates for the preceding fiscal year.

2. Suicide and Self-Injury Prevention Training

Outcome: Mental health staff receives yearly suicide and self-injury prevention training.
Measure: Suicide and self-harm prevention training records.
Standard: Achievement of outcome must meet one hundred percent (100%).
Reference: Procedure 404.001 Suicide and Self-Injury Prevention, Section 9. A.

3. Self-Harm Observation Status Initial Orders

Outcome: For inmates placed on Self-harm Observation Status, there is an order documented in the infirmary record by the attending clinician.
Measure: Documentation on DC4-714B Physician's Order Sheet in the infirmary health record.
Standard: Achievement of outcome must meet one hundred percent (100%).
Reference: Procedure 404.001 Suicide and Self-Injury Prevention, Section (1) (d).

4. SHOS/IMR Observations

Outcome: Observations are completed and recorded by nursing according to the interval specified by the Clinician.
Measure: Documentation on DC4-650

Standard: Achievement of outcome must meet one hundred percent (100%)
Reference: Health Service Bulletin 404.001 *Suicide and Self Injury Prevention;* Health Service Bulletin 15.05.05 *Inpatient Mental Health Services*

5. Property Restrictions

Outcome: If the inmate's personal property is removed for reasons of safety, such property restrictions and the justifications are documented in the inmate's infirmary health record and reviewed at least every 72 hours to determine whether continuation of the restriction is necessary.
Measure: Documentation on DC4-714B Physician Order Sheet in the infirmary health record.
Standard: Achievement of outcome must meet one hundred percent (100%).
Reference: FAC 33-404.102

6. Self-harm Observation Status Observation Frequency

Outcome: There is documentation that inmates on Self-harm Observation Status are visually checked by appropriate staff at least once every fifteen minutes.
Measure: Documentation on DC4-650 Observation Checklist in the infirmary health record.
Standard: Achievement of outcome must meet one hundred percent (100%).
Reference: Procedure 404.001 Suicide and Self-Injury Prevention, Section (1) (d).

7. Daily Counseling

Outcome: Daily counseling by mental health staff (except weekend and holidays) is conducted and documented as a SOAP note.
Measure: Documentation on DC4-714A Infirmary Progress Record in the infirmary record.
Standard: Achievement of outcome must meet ninety five percent (95%).
Reference: Procedure 404.001 Suicide and Self-Injury Prevention, Section (4) (b) 10; HSB 15.03.26 Infirmary Services, Sections V. D. 1 and VII. D.

8. Infirmary Mental Health Care – Continued Stay

Outcome: The total duration of infirmary mental health care does not exceed fourteen (14) days before the inmate is discharged to a lower level of mental health care or referred to a higher level of care.
Measure: Documentation on DC4-714B Physician's Order Sheet in the infirmary health record.
Standard: Achievement of outcome must meet one hundred percent (100%).
Reference: Procedure 404.001 Suicide and Self-Injury Prevention Heading, Section (4) (c) 2. h.

9. Post-Discharge Continuity of Care

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

Measure: Documentation on DC4-642 Chronological Record of Outpatient Mental Health Care in the health record.
Standard: Achievement of outcome must meet ninety five percent (95%).
Reference: Procedure 404.001 Suicide and Self-Injury Prevention, Section (4) (e) 2.

3.34.1.2.10 Inpatient Mental Health Services

1. Case Manager Assignment

Outcome: The case manager is assigned within 72 hours of admission to CSU, TCU, or CMHTF (excluding weekends and holidays).
Measure: Documentation on DC4-642F Chronological Record of Inpatient Mental Health Care in the inpatient health record.
Standard: Achievement of outcome must meet one hundred percent (100%).
Reference: HSB 15.05.11 Planning and Implementation of Individualized Mental Health Services, Section IV. A. 3.

2. Psychiatric Evaluation at Intake

Outcome: All patients receive a psychiatric evaluation within 72 hours of admission.
Measure: Documentation on DC4-655 Psychiatric Evaluation in the inpatient health record.
Standard: Achievement of outcome must meet one hundred percent (100%).
Reference: HSB 15.05.05 Inpatient Mental Health Services, Section IV. B. 4. g.

3. Risk Assessment

Outcome: A risk assessment is completed within 72 hours of admission to a CSU by a team comprised of mental health staff, security staff, and classification staff.
Measure: Documentation on DC4-642F Chronological Record of Inpatient Mental Health Care in the inpatient health record.
Standard: Achievement of outcome must meet one hundred percent (100%).
Reference: HSB 15.05.05 Inpatient Mental Health Services, Sections IV. B. 4. i. and IV. B. 5. f; 33-404.108(5), F.A.C.

4. Planned Scheduled Services

Outcome: A minimum of 12 hours of planned scheduled services per week is available to each patient in a CSU and a TCU, and a minimum of 15 hours of planned scheduled services is available to each patient in a CMHTF.
Measure: Documentation on DC4-664 Mental Health Attendance Record or DC4-711A Affidavit of Refusal for Health Care in the inpatient health record.
Standard: Achievement of outcome must meet one hundred percent (100%).
Reference: Administrative Memorandum dated 7/8/2003, “Levels and Privileges System for Inpatient Mental Health Units”.

5. Assessments

Outcome: Nursing observations are documented in accordance with established policy.
Measure: Documentation on DC4-530, DC4-531, DC4-692, DC4-642

Standard: Achievement of outcome must meet ninety percent (90%)
Reference: Health Service Bulletin 15.05.05 *Inpatient Mental Health Services*

3.34.1.2.11 Psychiatric Restraints

1. Physician Orders – Clinical Rationale

Outcome: Physician's orders document the clinical rationale for restraint.
Measure: Documentation on DC4-714B Physician's Order Sheet.
Standard: Achievement of outcome must meet one hundred percent (100%).
Reference: HSB 15.05.10 Psychiatric Restraint, Sections VIII. B and XI. A. 3.

2. Physician Orders – Duration

Outcome: Physician's orders document the maximum duration of the order for restraint.
Measure: Documentation on DC4-714B Physician's Order Sheet.
Standard: Achievement of outcome must meet one hundred percent (100%).
Reference: HSB 15.05.10 Inpatient Mental Health Services, Section XI. D.

3. Physician Orders – Less Restrictive Measures Considered

Outcome: When psychiatric restraints or seclusion are ordered, the documentation that less restrictive alternatives are considered and the clinical rationale for the use of restraints is recorded in the inpatient record.
Measure: Documentation on DC4-714B Physician's Order Sheet or DC4-642F Chronological Record of Inpatient Mental Health Care
Standard: Achievement of outcome must meet one hundred percent (100%).
Reference: HSB 15.05.10 Inpatient Mental Health Services, Section IV. C.

4. Psychiatric Restraints – Nursing Observations and Assessments

Outcome: Pertinent observations and assessments are completed by nursing in accordance with established policy
Measure: Documentation on DC4-650A, DC4-642F, DC4-781J (restraint log)
Standard: Achievement of outcome must meet one hundred percent (100%)
Reference: HSB 15.05.10 *Psychiatric Restraint,* DC4-650A *Restraint Observation Checklist,* DC4- 642F *Chronological Record of Inpatient Mental Health Care*

5. Physician Orders – Release Criteria

Outcome: Physician's orders document the behavioral criteria for release from restraints.
Measure: Documentation on DC4-714B Physician's Order Sheet or DC4-642F Chronological Record of Inpatient Mental Health Care
Standard: Achievement of outcome must meet one hundred percent (100%).
Reference: HSB 15.05.10 Inpatient Mental Health Services, Section X. A-E. and Section XI. A. 4.

3.34.1.2.12 Psychotropic Medication Management

1. Psychiatric Evaluation Prior to Initial Prescription

Outcome: A psychiatric evaluation is completed prior to initially prescribing psychotropics.
Measure: Documentation on DC4-655 Psychiatric Evaluation and by DC4-714B Physician's Order Sheet in the health record.
Standard: Achievement of outcome must meet one hundred percent (100%).
Reference: HSB 15.05.19 Psychotropic Medication Use Standards and Informed Consent, Section III. F.

2. Informed Consent

Outcome: Informed consent forms for psychotropic medications are completed.
Measure: Documentation by DC4-545 form series (Specific to psychotropic prescribed) in the health record.
Standard: Achievement of outcome must meet one hundred percent (100%).
Reference: HSB 15.05.19 Psychotropic Medication Use Standards and Informed Consent, Section III. I.

3. Required Labs - Initial

Outcome: Required laboratory tests are ordered for the initiation of psychotropic medication administration.
Measure: Documentation on DC4-714B Physician's Order Sheet in the health record.
Standard: Achievement of outcome must meet one hundred percent (100%).
Reference: HSB 15.05.19 Psychotropic Medication Use Standards and Informed Consent, Section III. F. 5.

4. Required Labs – Follow-Up

Outcome: Required laboratory tests are ordered for follow-up of psychotropic medication administration.
Measure: Documentation on DC4-714B Physician's Order Sheet in the health record.
Standard: Achievement of outcome must meet one hundred percent (100%).
Reference: HSB 15.05.19 Psychotropic Medication Use Standards and Informed Consent, Section III. F. 5.

5. Initial Psychiatric Follow-Up

Outcome: Initial Psychiatric follow-up is conducted at least once every two (2) weeks upon initiation of any new psychotropic medication for a period of four (4) weeks.
Measure: Documentation on DC4-642A Outpatient Psychiatric Follow-Up in the health record.
Critical Standard: Achievement of outcome must meet one hundred percent (100%).
Reference: HSB 15.05.19 Psychotropic Medication Use Standards and Informed Consent, Section III. F. 6.

6. Rationale for Medication Adjustments

Outcome: The prescribing psychiatric practitioner includes the clinical rationale for medication adjustments.

Measure: Documentation on DC4-642A Outpatient Psychiatric Follow-up in the health record.
Critical Standard: Achievement of outcome must meet ninety percent (90%).
Reference: HSB 15.05.19 Section III.F.7.b.

7. AIMS Testing – Antipsychotic Medications

Outcome: For patients receiving antipsychotic medications, AIMS testing is administered every six (6) months.
Measure: Documentation by DC4-653 Abnormal Involuntary Movement Scale in the health record.
Standard: Achievement of outcome must meet ninety five percent (95%).
Reference: HSB 15.05.19 Psychotropic Medication Use Standards and Informed Consent, Section III. F. 8.

3.34.1.2.13 Use of Force

Mental Health Evaluation

Outcome: Medical staff, upon completing the medical examination following a use of force, makes a mental health referral for each inmate who is classified S-2 or S-3 on the health profile and sends it to mental health staff, which evaluates S2/S3 inmates no later than the next working day following a use of force.
Measure: Documentation on DC4-529 Staff Request/Referral and DC4-642B Mental Health Screening Evaluation in the health record.
Standard: Achievement of outcome must meet one hundred percent (100%).
Reference: Administrative Rule: 33-602.210.

3.34.1.2.14 Confinement/Special Housing Services

1. Confinement Evaluations (S3)

Outcome: Each inmate who is classified as S-3 and who is assigned to administrative or disciplinary confinement, protective management, or close management status receives a mental status examination within five days of assignment and every 30 days thereafter.
Measure: Documentation on DC4-642B Mental Health Screening Evaluation in the health record.
Standard: Achievement of standard must meet ninety five percent (95%).
Reference: HSB 15.05.08 Mental Health Services for Inmates who are Assigned to Confinement, Protective Management or Close Management Status, Section II. G.

2. Confinement Evaluations (S1/S2)

Outcome: Each inmate who is classified as S-1 or S-2 and who is assigned to administrative or disciplinary confinement, protective management, or close management status receives a mental status examination within 30 days and every 90 days thereafter.
Measure: Documentation on DC4-642B Mental Health Screening Evaluation in the health record.
Standard: Achievement of standard must ninety five percent (95%).

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

3. Confinement Rounds

Outcome: Mental health staff performs weekly rounds in each confinement unit.
Measure: Documentation on DC6-229 Daily Record of Segregation.
Standard: Achievement of outcome must meet one hundred percent (100%).
Reference: HSB: 15.05.08 Mental Health Services for Inmates who are Assigned to Confinement, Protective Management or Close Management Status, Section II. D.

4. Behavioral Risk Assessments (BRA)

Outcome: The BRA is completed at the required intervals regardless of S-grade or housing assignment, including when the CM inmate is housed outside the CM unit in order to access necessary medical or mental health care.
Measure: Documentation on DC4-729 Behavioral Risk Assessment in the health record.
Standard: Achievement of outcome must meet ninety percent (90%).
Reference: FAC 33-601.800 Close Management

5. Close Management Out of Cell Activities

Outcome: CM inmates are allowed out of their cells to receive mental health services as specified in their ISP unless, within the past four (4) hours, the inmate has displayed hostile, threatening, or other behavior that could present a danger to others.
Measure: Documentation on DC4-642 Chronological Record of Outpatient Mental Health Care in the health record.
Standard: Achievement of outcome must meet ninety percent (90%).
Reference: FAC 33-601.800 Close Management

3.34.1.2.15 Sex Offender Screening and Treatment

Outcome: All identified sex offenders at a permanent institution whose current sentence is a sex offense has a completed sex offender screening as a part of their medical record.
Measure: Documentation on DC4 647 Sex Offender Screening and Selection in the health record and/or review of OBIS (DC26 MH07 screens)
Standard: Achievement of outcome must meet ninety percent (90%).
Reference: HSB: 15.05.03 Screening and Treatment for Sexual Disorder, Section II. A.

3.34.1.2.16 Re-Entry Services

1. Initiation of Re-entry Services

Outcome: All inmates with a mental health grade of S-2 through S-6 who are within 180 days of End of Sentence (EOS) have an updated Individualized Service Plan to address Discharge/Aftercare Planning.

Measure: Documentation on DC4-643A (Parts I, II, and III) Individualized Service Plan in the health record.
Standard: Achievement of outcome must meet one hundred percent (100%).
Reference: HSB: 15.05.21 Mental Health Re-Entry Aftercare Planning Services, Section VII. A.

2. Continuity of Care

Outcome: Inmates with a mental health grade of S-3 through S-6 or with a diagnosis of mental retardation who are between forty five (45) and thirty (30) days of release shall have a copy of DC4-661 Summary of Outpatient Mental Health Care or DC4-657 Discharge Summary for Inpatient Mental Health Care in their medical record.
Measure: Documentation of incidental note on DC4-642 Chronological Record of Outpatient Mental Health Care and DC4-661 Summary of Outpatient Mental Health Care or DC4-657 Discharge Summary for Inpatient Mental Health Care in the health record.
Standard: Achievement of outcome must meet one hundred percent (100%).
Reference: HSB: 15.05.21 Mental Health Re-Entry Aftercare Planning Services, Section VII. H., or if inmate has EOS'd, OBIS entry for MHEOS with OPTS.

3.34.1.3 DENTAL SERVICES

3.34.1.3.1 Access to Dental Care

1. Outcome: A complete dental intake examination is performed by a dentist at a Reception Center within seven (7) days of arrival.
Measure: Review the DC4-735, Dental Clinical Examination Report and DC4-724, Dental Treatment Record.
Standard: Achievement of outcome must meet one hundred percent (100%).
Reference: FAC Rule 33-402.101, HSB 15.04.13

2. Outcome: Any dental emergency is evaluated and/or treated within twenty four (24) hours by the dentist, or in the event the dentist is not available, by referral to the medical department or local dentist/hospital.
Measure: Review available documentation such as the OBIS-HS computer system for dental emergencies, along with the DC4-724, Dental Treatment Record.
Standard: Achievement of outcome must meet one hundred percent (100%).
Reference: FAC Rule 33-402.101, HSB 15.04.13

3. Outcome: Dental sick call is conducted on a daily basis when the dentist is present to provide dental access to those inmates who cannot wait for a routine dental appointment and yet do not meet the criteria for emergency dental care. In the event the dentist is absent for more than seventy two (72) hours medical staff are to evaluate and triage the inmate according to established protocols.
Measure: Review available documentation such as the OBIS-HS computer system, inmate requests, DC4-724, Dental Treatment Record and DC4-701, Chronological Record of Health Care.
Standard: Achievement of outcome must meet One hundred percent (100%).
Reference: HSB15.04.13

3.34.1.3.2 Wait Times

1. Initial Waiting Times for Routine Comprehensive Dental Care

   Outcome: The initial wait after request for routine comprehensive dental care does not exceed six (6) months for any inmate.
   Measure: The amount of time between request for dental care and delivery of routine comprehensive dental care for all inmates. Review dental request logs and the DC4-724 Dental Treatment Record.
   Standard: Achievement of outcome must meet or exceed ninety-five percent (95%).
   Reference: HSB 15.04.13

2. Wait time for Dental Appointments Between the First Appointment and Follow-Up Appointment

   Outcome: Inmate waiting times between dental appointments do not exceed three (3) months.
   Measure: Review DC4-724, Dental Treatment Record.
   Standard: Achievement of outcome must meet or exceed ninety-five percent (95%).
   Reference: HSB 15.04.13

3.34.1.3.3 Development of the Dental Treatment Plan for Routine Comprehensive Dental Care

Outcome: A documented complete dental examination is done to develop an individualized Dental Treatment Plan.
Measure: Review DC4-734, Dental Health Questionnaire, DC4-764, Dental Diagnosis and Treatment Plan, DC4-724, Dental Treatment Record, and full mouth radiographs.
Standard: Achievement of outcome must meet one hundred percent (100%).
Reference: FAC Rule 33-402.101, HSB 15.04.13

3.34.1.3.4 Oral Hygiene Treatment

1. Outcome: A prophylaxis and oral hygiene instructions are included as part of the comprehensive dental treatment plan.
   Measure: Review the DC4-764, Dental Diagnosis and Treatment Plan and DC4-724, Dental Treatment Record.
   Standard: Achievement of outcome must meet one hundred percent (100%).
   Reference: FAC Rule 33-402.101, HSB 15.04.13

2. Outcome: The complete prophylaxis is performed at the beginning of the dental treatment plan unless emergent or urgent needs are a higher priority.
   Measure: Review radiographs, DC4-764, Dental Diagnosis and Treatment Plan, DC4-724, Dental Treatment Record.
   Standard: Achievement of outcome must meet or exceed ninety five percent (95%).
   Reference: FAC Rule 33-402.101, HSB 15.04.13

3.34.1.3.5 Restorative Dentistry

1. Outcome: Decay reaching the DEJ radiographically is diagnosed for restoration.

Measure: Review radiographs, DC4-764, Dental Diagnosis and Treatment Plan and DC4-724, Dental Treatment Record.
Standard: Achievement of outcome must meet one hundred percent (100%).
Reference: FAC Rule 33-402.101, HSB 15.04.13

2. Outcome: Restorations and bases are appropriate for the caries noted.
Measure: Review radiographs, DC4-764, Dental Diagnosis and Treatment Plan, DC4-724, Dental Treatment Record.
Standard: Achievement of outcome must meet one hundred percent (100%).
Reference: FAC Rule 33-402.101, HSB 15.04.13

3.34.1.3.6 Endodontics

1. Outcome: Anterior endodontic treatment is diagnosed if the tooth in question has adequate periodontal support and has a good prognosis of restorability and long term retention.
Measure: Review radiographs, DC4-764, Dental Diagnosis and Treatment Plan, DC4-724, Dental Treatment Record
Standard: Achievement of outcome must meet or exceed ninety five percent (95%).
Reference: FAC Rule 33-402.101, HSB 15.04.13

2. Outcome: Posterior endodontic treatment is diagnosed if the tooth is critical to arch integrity (there are no missing teeth in the quadrant or necessary as a partial denture abutment), has adequate periodontal support and has a good prognosis of restorability and long term retention.
Measure: Review radiographs, DC4-764, Dental Diagnosis and Treatment Plan, DC4-724, Dental Treatment Record.
Standard: Achievement of outcome must meet or exceed ninety five percent (95%).
Reference: FAC Rule 33-402.101, HSB 15.04.13

3.34.1.3.7 Minor Periodontics

1. Outcome: Periodontal charting is done when indicated by the radiographs, periodontal examination and/or PSR (Periodontal Screening and Recording).
Measure: Review radiographs, DC4-764, Dental Diagnosis and Treatment Plan, DC4-724, Dental Treatment Record, DC4-767, Periodontal Charting.
Standard: Achievement of outcome must meet or exceed ninety five percent (95%).
Reference: FAC Rule 33-402.101, HSB 15.04.13

2. Outcome: A scaling and root planning is diagnosed when indicated.
Measure: Review radiographs, DC4-764, Dental Diagnosis and Treatment Plan, DC4-724, Dental Treatment Record, DC4-767, Periodontal Charting.
Standard: Achievement of outcome must meet or exceed ninety five percent (95%).
Reference: FAC Rule 33-402.101, HSB 15.04.13

3.34.1.3.8 Oral Surgery

1. Outcome: Signed consent for extractions/oral surgery is obtained for each procedure and post-operative instructions are documented.

Measure: Review DC4-724, Dental Treatment Record, DC4-763, Consent for Extractions and DC4-762, Authorization and Consent for Dental Surgery.
Standard: Achievement of outcome must meet one hundred percent (100%).
Reference: HSB 15.04.13, Standards of Dental Care

2. Outcome: Post operative complications are appropriately addressed.
Measure: Review radiographs and DC4-724, Dental Treatment Record.
Standard: Achievement of outcome must meet one hundred percent (100%).
Reference: HSB 15.04.13, Standards of Dental Care

3.34.1.3.9 Complete Dentures

Outcome: Complete dentures are diagnosed and provided for all edentulous inmates requesting them.
Measure: DC4-764, Dental Diagnosis and Treatment Plan, DC4-724, Dental Treatment Record, Inmate Requests for Dental Care and Referrals for Dental Care.
Standard: Achievement of outcome must meet one hundred percent (100%).
Reference: FAC Rule 33-402.101, HSB 15.04.13

3.34.1.3.10 Removable Partial Dentures

Outcome: A removable partial denture is diagnosed when seven (7) or less posterior teeth are in occlusion.
Measure: Review radiographs, DC4-764, Dental Diagnosis and Treatment Plan, DC4-724, Dental Treatment Record.
Standard: Achievement of outcome must meet one hundred percent (100%).
Reference: FAC Rule 33-402.101, HSB 15.04.13

3.34.1.3.11 Other Specialized Dental Care as Needed

Outcome: Inmates are referred to other dentists/dental providers for treatment planned dental care not available at the institution.
Measure: Review radiographs, DC4-764, Dental Diagnosis and Treatment Plan, DC4-724, Dental Treatment Record and dental consult/referral logs.
Standard: Achievement of outcome must meet or exceed ninety five percent (95%).
Reference: FAC Rule 33-402.101, HSB 15.04.13

3.34.1.3.12 Oral Pathology Consults/Referrals

Outcome: Appropriate consults for oral pathology referrals are generated and forwarded within five (5) calendar days of the encounter generating the need for referral.
Measure: Review the consult/referral logs, radiographs, DC4-724, Dental Treatment Record and DC4-702, Consultation Request.
Standard: Achievement of outcome must meet one hundred percent (100%).
Reference: Community Standard of Care

3.34.1.3.13 Oral Surgery Consults/Referrals

Outcome: Appropriate consults for oral surgery referrals are generated and forwarded within ten (10) calendar days of the encounter generating the need for referral.

Measure: Review the consult/referral logs, radiographs, DC4-724, Dental Treatment Record and DC4-702, Consultation Request.
Standard: Achievement of outcome must meet one hundred percent (100%).
Reference: Community Standard of Care

3.34.1.3.14 Prescriptions

Outcome: Antibiotics and analgesics are prescribed when indicated, are appropriate for the clinical condition being treated, and delivered within twenty-four (24) hours to the inmate.
Measure: Review prescriptions, radiographs, DC4-724, Dental Treatment Record.
Standard: Achievement of outcome must meet or exceed ninety five percent (95%).
Reference: Community Standard of Care

3.34.1.3.15 Trauma/Cancer

Outcome: Inmates presenting with head and neck trauma or cancer are immediately treated and/or referred to an appropriate provider for follow-up care.
Measure: Review DC4-724, Dental Treatment Record, DC4-702, Consultation Request, consult/referral logs and radiographs/lab reports.
Standard: Achievement of outcome must meet one hundred percent (100%).
Reference: Community Standard of Care

3.34.1.3.16 Infection Control

1. Outcome: Dental staff members wear gloves, masks and gowns when providing direct patient care.
   Measure: Direct observation of dental staff.
   Standard: Achievement of outcome must meet one hundred percent (100%).
   Reference: HSB 15.04.13,FAC Rule 64B5-25

2. Outcome: All dental instruments are bagged and autoclaved.
   Measure: Direct observation.
   Standard: Achievement of outcome must meet one hundred percent (100%).
   Reference: HSB 15.04.13,FAC Rule 64B5-25

3. Outcome: The autoclave is spore tested once per week and the results are documented on the Autoclave Log DC4-765P.
   Measure: Review of Autoclave Log DC4-765P.
   Standard: Achievement of outcome must meet one hundred percent (100%).
   Reference: HSB 15.04.13,FAC Rule 64B5-25

4. Outcome: Adverse autoclave results are addressed immediately.
   Measure: Review Autoclave Log, DC4-765P.
   Standard: Achievement of outcome must meet one hundred percent (100%).
   Reference: HSB 15.04.13,FAC Rule 64B5-25

3.34.1.3.17 Dental Radiography

1. Outcome: Each x-ray machine is registered thru the State of Florida and the registration certificates are posted near the machines.
   Measure: X-Ray machine registration certificates.

Standard: Achievement of outcome must meet one hundred percent (100%).
Reference: HSB 15.04.06, HSB 15.04.13, FAC Rule 64B5-9

2. Outcome: All x-ray machine operators are certified in dental radiology theory and technique in accordance with Florida Board of Dentistry Rules.
   Measure: Dental Assistant radiology certificates.
   Standard: Achievement of outcome must meet one hundred percent (100%).
   Reference: HSB 15.04.06, HSB 15.04.13, FAC Rule 64B5-9

3. Outcome: Dental radiographs are of diagnostic quality.
   Measure: Review radiographs, DC4-724, Dental Treatment Record.
   Standard: Achievement of outcome must meet or exceed ninety five percent (95%).
   Reference: HSB 15.04.06, HSB 15.04.13, FAC Rule 64B5-9

3.34.1.3.18 Refusal of Dental Services

Outcome: Inmates refusing dental treatment sign a refusal form and documentation is placed in the dental record.
Measure: Dental Treatment Record, DC4-724, and DC4-711A, Refusal of Health Care Services.
Standard: Achievement of outcome must meet one hundred percent (100%).
Reference: FAC 33-401.105, Procedure 401.002

3.34.1.3.19 Tool and Sensitive Item Control

Outcome: Dental instruments and materials are accounted for in accordance with Procedure 602.037, Tools and sensitive Item Control.
Measure: Review all security dental tool control logs.
Standard: Achievement of outcome must meet one hundred percent (100%).
Reference: Procedure 602.037

3.34.1.3.20 Dental Record Review

Outcome: A Dental Record Review is to be done by a dental staff member on all new inmate arrivals at an institution within seven (7) days of arrival.
Measure: Review OBIS reports and DC4-724, Dental Treatment Record.
Standard: Achievement of outcome must meet or exceed ninety five percent (95%).
Reference: HSB 15.04.13

3.34.1.4 MEDICATION MANAGEMENT/ PHARMACY SERVICES

3.34.1.4.1 Medication Therapy Review

Outcome: All medications are dispensed for the appropriate diagnosis and in therapeutic dosage ranges as determined in the most current editions of Drug Facts and Comparisons, Physicians' Desk Reference, or the package insert or pursuant to an approved DER.
Measure: Review medication regimen therapy
Critical Standard: Achievement of outcome must be ninety-five percent (95%).
Reference: TI 15.14.04 app A; Procedure 403.007; HSB 15.05.19; 64B16-27.810 F.A.C.; 64B16-28.501 F.A.C.; 64B16-28.502 F.A.C.; 64B16-28.702 F.A.C.

3.34.1.4.2 Medication Administration Review (MAR)

Outcome: Medication Administration Review (MAR) is completed
Measure: Review the institutional Medication Administration Review (MAR) records
Critical Standard: Achievement of outcome must be ninety-five percent (95%).
Reference: TI 15.14.04 app A; TI 15.14.14 app B; Procedure 403.007; HSB 15.05.19; 64B16-28.501 F.A.C.; 64B16-28.502 F.A.C.; 64B16-28.702 F.A.C.

3.34.1.4.3 Medication Administration Review (MAR) Clinical

Outcome: Drug therapy indicated on Medication Administration Review (MAR) is appropriate as indicated or pursuant to an approved DER..
Measure: Review drug therapy indicated on the Medication Administration Review (MAR)
Critical Standard: Achievement of outcome must be ninety-five percent (95%)
Reference: Current editions of Drug Facts and Comparisons, Physicians' Desk Reference, or the package insert.

3.34.1.4.4 Pyschotropic Drugs

1. Outcome: Inmates prescribed four or more psychotropic drugs have an approved Drug Exception Request (DER) for "Four of more psychotropic drugs".
   Measure: Review Medication Administration Report (MAR) and medical records
   Critical Standard: Achievement of Outcome must be ninety-five percent (95%).
   Reference: HSB 15.14.03; HSB 15.05.19

2. Outcome: Inmates on two or more psychotropic drugs in the same class have an approved Drug Exception Request (DER) for "two or more psychotropic drugs in the same class".
   Measure: Review Medication Administration Report (MAR) and medical records
   Critical Standard: Achievement of Outcome must be ninety-five percent (95%)
   Reference: HSB 15.14.03; HSB 15.05.19

3.34.1.4.5 Pharmacy Inspections

1. Outcome: Compliant on monthly Consultant Pharmacist inspections
   Measure: Review monthly Consultant Pharmacist inspections
   Critical Standard: Achievement of Outcome must be ninety percent (90%)
   Reference: TI 15.14.04 app A; 64B16-28.501 F.A.C.; 64B16-28.502 F.A.C.; 64B16-28.702 F.A.C.; 465 F.S.

2. Outcome: Deficiencies in previous Consultant Pharmacist Monthly Inspection Report are corrected
   Measure: Review monthly Consultant Pharmacist inspections
   Critical Standard: Achievement of Outcome must be one hundred percent (100%)

Reference: TI 15.14.04 app A; 64B16-28.501 F.A.C.; 64B16-28.502 F.A.C.; 64B16-28.702 F.A.C.; 465 F.S.

3. Outcome: Successful completion on yearly State of Florida Board of Pharmacy Inspection
Measure: Review yearly State of Florida Board of Pharmacy Inspection
Critical Standard: Achievement of Outcome must be one hundred percent (100%)
Reference: TI 15.14.04 app A; 64B16-28.501 F.A.C.; 64B16-28.502 F.A.C.; 64B16-28.702 F.A.C.; 465 F.S.

3.34.1.4.6 Inventory control

1. Narcotics Control

Outcome: Narcotic perpetual inventory are maintained
Measure: Compare actual narcotic counts with perpetual inventory sheet.
Critical Standard: Achievement of Outcome must be one hundred percent (100%).
Reference: TI 15.14.04 app A; TI 15.14.04 app A; 465 F.S.

2. Narcotic Key Control

Outcome: Narcotic keys are controlled per HSB 15.14.04
Measure: Review narcotic key control documents
Critical Standard: Achievement of Outcome must be one hundred percent (100%)
Reference: TI 15.14.04 app A; TI 15.14.04 app A; 465 F.S.

3. Legend Drug Stock Control

Outcome: Each legend drug stock item has a perpetual inventory system
Measure: Compare actual counts with perpetual inventory sheets
Critical Standard: Achievement of Outcome must be ninety percent (90%)
Reference: TI 15.14.04 app A; TI 15.14.04 app A; 465 F.S.

NOTE: Should the Contractor be responsible for pharmaceutical services, the Contractor shall also be responsible for the achievement of the following performance standards:

3.34.1.4.7 Dispensing requirements

1. New regular prescription orders.

Outcome: All new regular prescriptions and orders are dispensed and delivered within twenty-four (24) hours or the next day from the time-of-order to time-of-receipt at the ordering Department Institution, excluding weekends and holidays.
Measure: Date-of-order as compared to date-of-receipt.
Critical Standard: Achievement of Outcome must be ninety-eight percent (98%)
Reference: HSB 15.14.03

2. Refill prescription orders.

Outcome: All refill prescriptions and orders are dispensed and delivered within forty-eight (48) hours or the second day from the time-of-order to time-of receipt at the ordering Department Institution, excluding weekends and holidays.
Measure: Date-of-order as compared to date-of-receipt.
Critical Standard: Achievement of Outcome must be ninety-eight percent (98%)
Reference: HSB 15.14.03

3. New non-formulary prescriptions.

Outcome: All new non-formulary prescriptions and orders are dispensed and delivered within forty-eight hours (48) or the second day from the time-of-order to time-of-receipt at the ordering Department Institution, excluding weekends and holidays, once an approved Drug Exception Request (DER) has been approved and received.
Measure: Date-of-order as compared to date-of-receipt.
Critical Standard: Achievement of Outcome must be ninety-eight percent (98%)
Reference: HSB 15.14.03

4. Drug Exception Request (DER) for non-formulary drugs.

Outcome: All non-formulary drugs have an approved Drug Exception Request (DER)
Measure: Review drug reports with approved Drug Exception Requests (DER)
Critical Standard: Achievement of Outcome must be ninety-five percent (95%)
Reference: HSB 15.14.03

5. Stat Orders

Outcome: STAT orders and prescriptions are administered from stock immediately. If not available, the prescription will be filled and administered within 4 hours.
Measure: Review STAT orders and prescriptions
Critical Standard: Achievement of Outcome must be one hundred percent (100%)
Reference: HSB 15.14.03

6. Adherence to state and federal statutes, administration rules, and regulations

Outcome: All prescriptions dispensed adheres to State and Federal Statutes, administrative rules and regulations
Measure: Review dispensed prescriptions
Critical Standard: Achievement of Outcome must be one hundred percent (100%)
Reference: HSB 15.14.03

3.34.1.4.8 Licenses and Drug Pedigree

1. Possession of Pharmacy Licenses

Outcome: Possession and display of pharmacy licenses
Measure: Document that pharmacy licenses are displayed
Critical Standard: Achievement of Outcome must be one hundred percent (100%)
Reference: TI 15.14.04 app A; 499.01212 F.S.; 64B16-28.501 F.A.C.; 64B16-28.502 F.A.C.; 64B16-28.702 F.A.C.; 465 F.S.

2. Drug Pedigree

Outcome: State of Florida drug pedigree requirements met (Florida Statutes 499-01212)
Measure: Document State of Florida drug pedigree requirement documented
Critical Standard: Achievement of Outcome must be one hundred percent (100%)
Reference: TI 15.14.04 app A; 499.01212 F.S.; 64B16-28.501 F.A.C.; 64B16-28.502 F.A.C.; 64B16-28.702 F.A.C.; 465 F.S.

3.34.1.5 ADMINISTRATIVE RESPONSIBILITIES

3.34.1.5.1 Compliance with ACA and/or NCCHC Accreditation Standards

Outcome: Health care delivery complies with all accreditation requirements.
Measure: Review of accreditation reports related to healthcare delivery system at each institution.
Critical Standard: Achievement of Outcome must meet 100% for mandatory medical standards and ninety-seven (97%) for non-mandatory medical standards
Reference: ACA and/or NCCHC Accreditation Standards for Major Institutions

3.34.1.5.2 Timely Submission of Corrective Action Plans

Outcome: All Corrective Action Plans shall be timely submitted within timeframe in Section 3.35.3.
Measure: Date of receipt of Contractor's Corrective Action Plan as compared to date of receipt of monitoring report.
Critical Standard: Achievement of outcome must meet one hundred percent (100%) on a quarterly basis.

3.34.1.5.3 Timely Corrections of Deficiencies per Timeframes Established in the Corrective Action Plan

Outcome: All deficiencies addressed in a Corrective Action Plan shall be timely corrected.
Measure: Date of correction of deficiency as compared to date for correction indicated in Contractor's Corrective Action Plan.
Critical Standard: Achievement of outcome must meet one hundred percent (100%) on a quarterly basis.

3.34.1.5.4 Timely Submission of Required Reports

Outcome: All required reports submitted in accordance with contractual requirements
Measure: The date quarterly reports are received by the Contract Manager.

Standard: Achievement of Outcome must meet or exceed ninety five percent (95%).
Reference: Section 3.32, Reporting Requirements.

3.34.1.5.5 Inmate Requests, Informal and Formal Grievances

Outcome: All inmate requests, informal and formal grievances are responded to in accordance with established rules, policies and procedures.
Measure: Review of inmate requests, and informal and formal grievance logs.
Standard: Achievement of Outcome must meet or exceed ninety-five percent (95%).
Reference: Chapter 33-103, F.A.C.

3.34.1.5.6 Operating Licenses and Permits

Outcome: All operating licenses and permits are current, on hand and posted appropriately at each institution in accordance with statutory requirements and policy.
Measure: Visual review of licenses and permits (on site), and/or copies provided through desk review
Standard: Achievement of Outcome must be one hundred percent (100%).
References: Florida Statutes and Rules

3.34.1.5.7 Health Record Maintenance

Outcome: All clinical information significant to inmate health is filed in the health record within 72 hours of receipt.
Measure: Random Sampling of encounter forms, labs, etc., corresponding health care records and OBIS data (or approved electronic health record).
Standard: Achievement of Outcome must be ninety-five percent (95%).
Reference: HSB 15.12.03

3.34.1.5.8 HIPAA/HITECH Compliance

Outcome: The contractor safeguards Protected Health Information in accordance with the terms and conditions outlined in the Business Associate Agreement.
Measure: Review of HIPAA reports and medical records to confirm that a release of information was obtained for all protected health information that was disclosed.
Standard: Achievement of Outcome must be one hundred percent (100%).
Reference: Business Associate Agreement

3.34.1.5.9 Staffing

1. Outcome: Contractor provides adequate staff to carry out contractual health care service delivery requirements for medical, nursing, dental, mental health, pharmacy and administration.
   Measure: Contractor maintains positions outlined in approved staffing plan. Measurement is based on monthly staffing reports.
   Standard: Achievement of Outcome must be ninety-five percent (95%) for each clinical position in each discipline at each institution.
   NOTE: This standard will be applied after the first sixty (60) days of the contract, to allow for appropriate ramp-up period.

Reference: Approved staffing plan.

2. Outcome: Supervision of staff is provided in accordance with statutory requirements for medical, nursing, dental, mental health and pharmacy.
   Measure: Review of qualifications of supervisory staff to verify appropriate licensure and certification, and documentation of any required supervision.
   Standard: Achievement of Outcome must be one hundred percent (100%).
   Reference: Chapters 458, 459, 464, 466, 490 and 491, Florida Statutes.

3.34.1.5.10 Quality Management

1. Quality Management Reports

   Outcome: The contractor submits quality management in accordance with policy.
   Measure: Contractor submits reports and corrective action plans in accordance with requirements.
   Standard: Achievement of Outcome must be ninety-five percent (95%).
   Reference: HSB 15.09.01

2. Risk Management Reports

   Outcome: The contractor submits risk management reports in accordance with policy.
   Measure: Contractor submits reports and corrective action plans in accordance with requirements.
   Standard: Achievement of Outcome must be ninety-five percent (95%).
   Reference: HSB 15.09.08

3. Compliance with Credentialing Standards

   Outcome: Credentialing records shall comply with all requirements established by the Department.
   Measure: Review of credential records compared to Department standards.
   Standard: Achievement of Outcome must meet one hundred percent (100%).
   Reference: Health Services Bulletin 15.09.05, Credentialing and Privileging Procedures.
   NOTE: The Department anticipates revising and streamlining the credentialing requirements prior to the start of any contracts resulting from this RFP.

4. Mortality Review

   a. E-form Death Notification

      Outcome: An e-form death notification will be sent in accordance with time frames established in policy
      Measure: The date the Central Office Mortality Review Coordinator receives the e-form death notification.
      Standard: Achievement of Outcome must be met one hundred percent (100%).
      Reference: HSB 15.09.09

b. Mortality Review Records

Outcome: Two copies of the records are made and one sent to Central Office Mortality Review Coordinator per policy.
Measure: Date medical records are received in Central Office.
Standard: Achievement of Outcome must be met one hundred percent (100%).
Reference: HSB 15.09.09

c. Mortality Review Forms

Outcome: Mortality Review meeting occurs and appropriate paperwork is completed in accordance with policy.
Measure: DC4-502, Institutional Death Summary, DC4-503, Institutional Mortality Review Case Abstract and Analysis, DC4-504, Institutional Mortality Review Team Signature Log, DC4-508, Institutional Mortality Review Findings/Conclusions and Federal Report Form.
Standard: Achievement of Outcome must be met one hundred percent (100%).
Reference: HSB 15.09.09.

d. Autopsy

Outcome: The institution requests an autopsy from the Medical Examiner's Office and sends it to the Central Office Mortality Review Coordinator.
Measure: The date the autopsy results are received by the Central Office Mortality Review Coordinator
Standard: Achievement of Outcome must be met one hundred percent (100%).
Reference: HSB 15.09.09.

3.34.1.5.11 Utilization Management

Outcome: Contractor has process in place to handle routine, urgent and emergent consults.
Measure: Review of consult forms (DC4-702) and logs to determine if routine, urgent and emergent consults are being processed in accordance with policy.
Standard: Achievement of Outcome must be one hundred percent (100%).
Reference: Procedure 401.005 and HSB 15.09.04

3.34.1.5.12 Information Technology

1. Data Exchanges

Outcome: Proper transmission of data exchanges with related agencies and vendors (Current transfers are listed in the table below).
Measure: Scheduled transfers to be verified by recipient.
Standard: Achievement of Outcome must be met one hundred percent (100%)

Description	*Agency/Company*
MENTAL HEALTH AFTERCARE	DCF

Medical Billing Validation	MDI
MORTALITY data - death certificates	DOH
Ameripath Form 1500	AmeriPath
Transfer Clinlab data to DOH	DOH
FTP HL7 FILES TO SPECTRA	Specta
FTP HL7 FILES TO CLINLAB	Clinlab
FTP HL7 FILES TO DOH	DOH
FTP HL7 FILES TO CARESTREAM	Carestream
FTP HL7 BASELINE FILE TO SPECTRA	Spectra
FTP HL7 FILES TO UF	University of Florida

2. Repeated Outages

Outcome: There will be no instances of outages occurring for the same reason as a previously detected outage.
Measure: Repetition of unplanned outages or major problems.
Standard: 99% of unplanned outages will be resolved in such a way that the root cause of the problem is determined, and a fix is in place to prevent it from happening again in the same day.

3. Recovery Time

Outcome: Services will be returned to operation within performance target timeframe while still ensuring the outage will not reoccur in less than five minutes.
Measure: The amount of time from an unplanned outage of a service until the service is again available to its users. This shall be measured on a fiscal year basis.
Standard: In 98% of unplanned outages the service will be available in less than one hour after being reported as unavailable.

4. Minimum Acceptable Monthly Service Availability

Outcome: Services will be returned to operation within performance target timeframes.
Measure: The amount of time the Contractor's system is available for use outside schedule availability.
Standard: On a monthly basis, the systems are available for use a minimum of 99.99% of the time.

3.34.2 Other Contract Requirements

The Department shall monitor the Contractor's performance to ensure that all other terms and conditions of the Contract, not included in Section 3.34.1, Performance Outcomes, Measures, and Standards, are complied with at all times by the Contractor.

NOTE: Failure to comply with Other Contract Requirements will subject the Contractor to liquidated damages per Section 3.36.11; however, damages will not apply to deficiencies regarding invoice submission.

3.35 Monitoring Methodology

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

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

A Contract Monitoring tool will be developed and administered by the Department's Office of Health Services in accordance with the requirements in this contract. The monitoring tool will be utilized in review of Contractor's performance.

To further assist in the contract monitoring process, the Department has established a Contractor's Self-Certification of Compliance checklist, which will be incorporated as an attachment to the Contract Monitoring tool to be developed. The Self-Certification of Compliance will be retained in the Contract Manager's file and the official Contract file. The Contractor shall complete the Self-Certification of Compliance checklist within thirty (30) days of execution of this Contract and forward the original to the Contract Manager. All documents referenced in the Self-Certification of Compliance checklist shall be maintained by the Contractor and copies shall be provided to the Department upon request, within three (3) business days.

3.35.1 Monitoring Performance Outcomes, Measures, and Standards

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

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

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

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

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

Note: The Contractor shall correct all identified non-compliant service delivery issues related to the Contractor's failure to meet the Performance Outcomes and Standards identified in Section 3.34.1, Performance Outcomes, Measures, and Standards; however, this shall not negate the fact that a Performance Outcome and Standard has not been met and that liquidated damages will be imposed in accordance with Section 3.36, Liquidated Damages.

3.35.2 Rights to Examine, Audit and Administer Resources

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

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

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

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

3.35.3 Monitoring Other Contract Requirements

Monitoring for Other Contract Requirements, identified in Section 3.34.2, will be conducted as determined necessary, but no less than annually, beginning no sooner than the sixty-first (61st) day after services have been implemented. A Contract Monitoring tool will be developed by the Department's Office of Health Services. The monitoring tool will be utilized in review of the Contractor's performance. Such monitoring may include, but is not limited to, both announced and unannounced site visits.

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

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

Within ten (10) days of receipt of the Department's written monitoring report (which may be transmitted by e-mail), the Contractor shall provide a formal Corrective Action Plan (CAP) to the Contract Manager (e-mail acceptable) in response to all noted deficiencies to include responsible individuals and required time frames for achieving compliance. Unless specifically agreed upon in writing by the Department, time frames for compliance shall not exceed thirty (30) days from the date of receipt of the monitoring report by the Contractor. CAP's that do not contain all information required shall be rejected by the Department in writing (e-mail acceptable). The Contractor shall have five (5) days from the receipt of such written rejection to submit a revised CAP; this will not increase the required time for achieving compliance. All noted deficiencies shall be corrected within the time frames identified or the Department will impose liquidated damages in accordance with Section 3.36, Liquidated Damages. The Contract Manager, Contract Monitoring Team, or other designated Department staff may conduct follow-up monitoring at any time to determine compliance based upon the submitted CAP.

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

During follow-up monitoring, any noted failure by the Contractor to correct deficiencies for Other Contract Requirement violations identified in the monitoring report within the time frame specified in the CAP shall result in application of liquidated damages as specified in Section 3.36.11, Liquidated Damages for Other Contract Requirements.

3.35.4 Repeated Instances

Repeated instances of failure to meet either the Performance Outcomes and Standards or Other Contract Requirements Outcomes and Standards or to correct deficiencies thereof may, in addition to imposition of liquidated damages, result in determination of Breach of Contract and/or termination of the Contract in accordance with Section 7.3, Termination.

3.36 Liquidated Damages

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

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

3.36.1 Accreditation

Liquidated damages will be assessed for the failure to maintain compliance with mandatory health standards or lack of sufficient compliance with non-mandatory health standards which result in the failure any of the institutions within the Department to be reaccredited (Section 3.34.1.5.1), provided any such failure is the sole result of Contractor's actions or omission. Contractor agrees to pay liquidated damages in the amount of $100,000 per institution. In addition, the Contractor shall be responsible for any fee associated with a re-audit by ACA and/or NCCHC, provided such re-audit is the sole result of Contractor's actions or inactions.

If Contractor becomes aware of actions or omissions by the Department or a third party that interferes with Contractor meeting or maintaining ACA and/or NCCHC health standards, Contractor must immediately notify the Department and the third party in writing, as appropriate.

3.36.2 Staffing

3.36.2.1 Positions Not Staffed per Staffing Plan

In the event that on any day and/or shift, one or more healthcare staff positions are not staffed as agreed upon in the contract by a person or persons possessing qualifications at least as high as those required by that position(s), a $1,000 deduction per vacancy shall be made from the monthly contractual payment to the Contractor. Cross-coverage (one individual assigned to two positions simultaneously) will not be considered coverage under the contract.

3.36.2.2 90% of Required Staffing within 30 Days

A transition penalty of $50,000 per institution shall be assessed against the Contractor for failing to have at least 90% of the required staffing hours on site as of 30 days after the transition implementation effective date of the contract. The Contractor may not utilize temporary personnel, private nursing agencies, or contractor's supplying temporary physicians to satisfy the

90% staffing requirement. The transition penalty will apply, even if the aggregate staffing exceeds 90% of the required staffing hours, if the facility does not have a designated health service administrator, designated primary care physician, or designated senior registered nurse supervisor.

3.36.2.3 Staffing Levels Deficiencies

In the event staffing levels fall below ten percent (10%) of staffing plan as outlined in the Contractor's Staffing Schedule, liquidated damages in the amount of **five thousand dollars ($5,000) per day**, per institution shall be imposed until such time as the deficiency is corrected.

3.36.3 Medical Services

3.36.3.1 Access to Care

For failure to maintain compliance with Section 3.34.1.1.1, liquidated damages in the amount of **two hundred fifty dollars ($250) times the number of inmates who did not have access to care** will be assessed for each institution for each calendar quarter of non-compliance.

3.36.3.2 Reception

For failure to maintain compliance with Section 3.34.1.1.3.1, liquidated damages in the amount of **two hundred fifty dollars ($250) times the number of inmates for whom screening were not completed** will be assessed for each institution for each calendar quarter of non-compliance.

3.36.3.3 Health Appraisals

For failure to maintain compliance with Section 3.34.1.1.3.2, liquidated damages in the amount of **two hundred fifty dollars ($250) times the number of inmates for whom health appraisals were not completed within fourteen (14) days of arrival** will be assessed for each institution for each calendar quarter of non-compliance.

3.36.3.4 Pre-release Planning

For failure to maintain compliance with Section 3.34.1.1.4, liquidated damages in the amount of **two hundred fifty dollars ($250) times the number of inmates whom HIV Testing was not performed** will be assessed for each institution for each calendar quarter of non-compliance.

3.36.3.5 Specialized Medical Care

For failure to maintain compliance with Section 3.34.1.1.6, liquidated damages will be assessed for the individual measures outlined below at each institution as follows:

1. **Inmates who need specialized care that cannot be provided by the contractor will receive a specialty consultation appointment as clinically indicated** - liquidated damages in the amount of **two hundred fifty dollars ($250) times the number of inmates who were not referred for specialty care when needed** will be assessed for each institution for each calendar quarter of non-compliance.
2. **Follow up care after Specialty Consultation** - liquidated damages in the amount of **two hundred fifty dollars ($250) times the number of inmates who were not referred for specialty care when needed** will be assessed for each institution for each calendar quarter of non-compliance.

3.36.3.6 Chronic Illness Clinics

For failure to maintain compliance with Section 3.34.1.1.10.2, liquidated damages in the amount of two hundred fifty dollars ($250) times the number of inmates who were not seen by a clinician for chronic illness care according to HSB 15.03.05 will be assessed for each institution for each calendar quarter of non-compliance.

3.36.3.7 Lab Testing and Results

For failure to maintain compliance with Section 3.34.1.1.11.3, liquidated damages in the amount of two hundred fifty dollars ($250) times the number of patients for whom the clinician failed to order and implement a plan of care for abnormal diagnostics labs results will be assessed.

3.36.3.8 OB/GYN Care

For failure to maintain compliance with Section 3.34.1.1.12, liquidated damages will be assessed for the individual measures outlined below at each institution as follows:

1. Routine screening mammograms are performed in accordance with policy - liquidated damages in the amount of five hundred dollars ($500) times the number of inmates who did not receive a mammogram as outlined in HSB 15.03.24 will be assessed for each institution for each calendar quarter of non-compliance.

2. Mammography shall be performed on all inmates with suspicious breast masses or lumps - liquidated damages in the amount of five hundred dollars ($500) times the number of inmates who did not receive a mammogram as outlined in HSB 15.03.24 will be assessed for each institution for each calendar quarter of non-compliance.

3.36.3.9 Sick Call Request Process

1. For failure to maintain compliance with Section 3.34.1.1.13.2.a, liquidated damages in the amount of two hundred fifty dollars ($250) times the number of inmates who were not able to access Sick Call in Confinement will be assessed for each institution for each calendar quarter of non-compliance.

2. For failure to maintain compliance with Section 3.34.1.1.13.2.b, liquidated damages in the amount of two hundred fifty dollars ($250) times the number of sick call requests not triaged within twenty four (24) hours time frame will be assessed for each institution for each calendar quarter of non-compliance.

3.36.3.10 Infirmary Services

1. For failure to maintain compliance with Section 3.34.1.1.20.2, liquidated damages in the amount of two hundred fifty dollars ($250) will be assessed for every twenty four (24) hour period there was not an on-call physician at each institution for each calendar quarter of non-compliance.

2. For failure to maintain compliance with Section 3.34.1.1.20.3, liquidated damages in the amount of two hundred fifty dollars ($250) will be assessed for each day a physician did not perform infirmary rounds at each institution for each calendar quarter of non-compliance.

3. For failure to maintain compliance with Section 3.34.1.1.20.7, liquidated damages in the amount of two hundred fifty dollars ($250) times the number inmates who did not

receive a timely discharge summary will be assessed for each institution for each calendar quarter of non-compliance.

3.36.3.11 Periodic Screening

For failure to maintain compliance with Section 3.34.1.1.21, liquidated damages in the amount of two hundred fifty dollars ($250) times the number inmates who did not receive a Periodic Screening will be assessed for each institution for each calendar quarter of non-compliance.

3.36.3.12 Infection Control and Communicable Disease

For failure to maintain compliance with Section 3.34.1.1.29, liquidated damages in the amount of five hundred dollars ($500) will be assessed for each unreported Disease and Condition to the Department of Health for each institution for each calendar quarter of non-compliance.

3.36.3.13 Inmate Communicable Disease Education

For failure to maintain compliance with Section 3.34.1.1.30, liquidated damages in the amount of two hundred fifty dollars ($250) times the number of inmates who did not receive Communicable Disease Education will be assessed for each institution for each calendar quarter of non-compliance.

3.36.3.14 Immunization Administration and Documentation

For failure to maintain compliance with Section 3.34.1.1.32.2., liquidated damages in the amount of two hundred fifty dollars ($250) times the number of inmates who did not receive immunizations in accordance with established policy will be assessed for each institution for each calendar quarter of non-compliance.

3.36.3.15 Infection Control Surveillance and Monitoring

For failure to maintain compliance with Section 3.34.1.1.34, liquidated damages will be assessed for the individual measures outlined below at each institution as follows:

1. Continuity of Tuberculosis Treatment at End of Sentence – liquidated damages in the amount of five hundred dollars ($500) will be assessed for each inmate who did not receive continuity of tuberculosis treatment at end-of-sentence at each institution for each calendar quarter of non-compliance.

2. Tuberculosis Contact Investigations - liquidated damages in the amount of five hundred dollars ($500) will be assessed for each Tuberculosis Contact Investigation not conducted and completed at each institution for each calendar quarter of non-compliance.

3.36.3.16 Dialysis Services

For failure to maintain compliance with Section 3.34.1.1.35, liquidated damages will be assessed for the individual measures outlined below at each institution as follows:

1. Compliance with Epidemiological Investigations/Infection Control Procedures and/or Reports/Audits - liquidated damages in the amount of one thousand dollars ($1,000) per day shall be imposed until such time as all noted deficiencies are corrected.

2. Wait Time for Urgent Requests - liquidated damages in the amount of one thousand dollars ($1,000) per day shall be imposed until such time as all noted deficiencies are corrected.

3.36.4 Mental Health Services

3.36.4.1 Informed Consent

For failure to maintain compliance with Section 3.34.1.2.1, liquidated damages in the amount of $10,000 for each institution will be assessed for each calendar quarter of non-compliance.

3.36.4.2 Inpatient Referrals

For failure to maintain compliance with Section 3.34.1.2. 2, liquidated damages in the amount of $10,000 for each institution will be assessed for each calendar quarter of non-compliance.

3.36.4.3 Discharge from Inpatient/Infirmary

For failure to maintain compliance with Section 3.34.1.2.3, liquidated damages in the amount of $10,000 for each institution will be assessed for each calendar quarter of non-compliance.

3.36.4.4 Isolation Management Rooms and Observation Cells

For failure to maintain compliance with Section 3.34.1.2.4, liquidated damages in the amount of $10,000 for each institution will be assessed for each calendar quarter of non-compliance.

3.36.4.5 Access to Care (Mental Health)

For failure to maintain compliance with Section 3.34.1.2.5, liquidated damages will be assessed for the individual measures outlined below at each institution as follows:

1. Mental Health Assessment - For failure to maintain compliance with Section 3.34.1.2.5.1, liquidated damages in the amount of $10,000 for each institution will be assessed for each calendar quarter of non-compliance.

2. Orientation - For failure to maintain compliance with Section 3.34.1.2.5.2, liquidated damages in the amount of $5,000 for each institution will be assessed for each calendar quarter of non-compliance.

3. Inmate Requests - For failure to maintain compliance with Section 3.34.1.2.5.3, liquidated damages in the amount of $5,000 for each institution will be assessed for each calendar quarter of non-compliance.

4. Inmate-Declared Emergencies/Emergent Staff referrals - For failure to maintain compliance with Section 3.34.1.2.5.4, liquidated damages in the amount of $10,000 for each institution will be assessed for each calendar quarter of non-compliance.

3.36.4.6 Reception Center Services

For failure to maintain compliance with Section 3.34.1.2.6, liquidated damages will be assessed for the individual measures outlined below at each institution as follows:

1. Continuity of Care – Psychotropic Medications - For failure to maintain compliance with Section 3.34.1.2.6.1, liquidated damages in the amount of $10,000 for each institution will be assessed for each calendar quarter of non-compliance.

2. Psychiatry Referral – Past History - For failure to maintain compliance with Section 3.34.1.2.6.2, liquidated damages in the amount of $10,000 for each institution will be assessed for each calendar quarter of non-compliance.

3. Intake Screening – Psychological Testing - For failure to maintain compliance with Section 3.34.1.2.6.3, liquidated damages in the amount of $1,000 for each institution will be assessed for each calendar quarter of non-compliance.

4. Suicide Profile - For failure to maintain compliance with Section 3.34.1.2.6.4, liquidated damages in the amount of $10,000 for each institution will be assessed for each calendar quarter of non-compliance.

5. Mental Retardation Classification - For failure to maintain compliance with Section 3.34.1.2.6.5, liquidated damages in the amount of $1,000 for each institution will be assessed for each calendar quarter of non-compliance.

6. Prior Records - For failure to maintain compliance with Section 3.34.1.2.6.6, liquidated damages in the amount of $1,000 for each institution will be assessed for each calendar quarter of non-compliance.

3.36.4.7 Treatment Plan

For failure to maintain compliance with Section 3.34.1.2.7, liquidated damages will be assessed for the individual measures outlined below at each institution as follows:

1. Outpatient Individualized Service Plan- For failure to maintain compliance with Section 3.34.1.2.7.1, liquidated damages in the amount of $1,000 for each institution will be assessed for each calendar quarter of non-compliance.

2. Inpatient Individualized Service Plan- For failure to maintain compliance with Section 3.34.1.2.7.2, liquidated damages in the amount of $1,000 for each institution will be assessed for each calendar quarter of non-compliance.

3.36.4.8 Outpatient Mental Health Services

For failure to maintain compliance with Section 3.33.1.2.8, liquidated damages will be assessed for the individual measures outlined below at each institution as follows:

1. Case Manager Assignment - For failure to maintain compliance with Section 3.34.1.2.8.1, liquidated damages in the amount of $5,000 for each institution will be assessed for each calendar quarter of non-compliance.

2. Case Management - For failure to maintain compliance with Section 3.34.1.2.8.2, liquidated damages in the amount of $1,000 for each institution will be assessed for each calendar quarter of non-compliance.

3. Level of Care - For failure to maintain compliance with Section 3.34.1.2.8.3, liquidated damages in the amount of $5,000 for each institution will be assessed for each calendar quarter of non-compliance.

3.36.4.9 Suicide and Self-Injury Prevention

For failure to maintain compliance with Section 3.34.1.2.9, liquidated damages will be assessed for the individual measures outlined below at each institution as follows:

1. Suicide Prevention - For failure to maintain compliance with Section 3.34.1.2.9.1, liquidated damages in the amount of $10,000 for each institution will be assessed for each calendar quarter of non-compliance.

2. Suicide and Self-Injury Prevention Training - For failure to maintain compliance with Section 3.34.1.2.9.2, liquidated damages in the amount of $10,000 for each institution will be assessed for each calendar quarter of non-compliance.

3. Self-Harm Observation Status Initial Orders - For failure to maintain compliance with Section 3.34.1.2.9.3, liquidated damages in the amount of $10,000 for each institution will be assessed for each calendar quarter of non-compliance.

4. SHOS/IMR Observations - For failure to maintain compliance with Section 3.34.1.2.9.4, liquidated damages in the amount of $10,000 for each institution will be assessed for each calendar quarter of non-compliance.

5. Property Restrictions - For failure to maintain compliance with Section 3.34.1.2.9.5, liquidated damages in the amount of $10,000 for each institution will be assessed for each calendar quarter of non-compliance.

6. Self-Harm Observations Status Observation Frequency - For failure to maintain compliance with Section 3.34.1.2.9.6, liquidated damages in the amount of $10,000 for each institution will be assessed for each calendar quarter of non-compliance.

7. Daily Counseling - For failure to maintain compliance with Section 3.34.1.2.9.7, liquidated damages in the amount of $5,000 for each institution will be assessed for each calendar quarter of non-compliance.

8. Infirmary Mental Health Care – Continued Stay - For failure to maintain compliance with Section 3.34.1.2.9.8, liquidated damages in the amount of $10,000 for each institution will be assessed for each calendar quarter of non-compliance.

9. Post-Discharge Continuity of Care - For failure to maintain compliance with Section 3.34.1.2.9.9, liquidated damages in the amount of $5,000 for each institution will be assessed for each calendar quarter of non-compliance.

3.36.4.10 Inpatient Mental Health Services

For failure to maintain compliance with Section 3.34.1.2.10, liquidated damages will be assessed for the individual measures outlined below at each institution as follows:

1. Case Manager Assignment - For failure to maintain compliance with Section 3.34.1.2.10.1, liquidated damages in the amount of $10,000 for each institution will be assessed for each calendar quarter of non-compliance.

2. Psychiatric Evaluation at Intake - For failure to maintain compliance with Section 3.34.1.2.10.2, liquidated damages in the amount of $10,000 for each institution will be assessed for each calendar quarter of non-compliance.

3. Risk Assessment - For failure to maintain compliance with Section 3.34.1.2.10.3, liquidated damages in the amount of $10,000 for each institution will be assessed for each calendar quarter of non-compliance.

4. Planned Scheduled Services - For failure to maintain compliance with Section 3.34.1.2.10.4, liquidated damages in the amount of $10,000 for each institution will be assessed for each calendar quarter of non-compliance.

5. Assessments - For failure to maintain compliance with Section 3.34.1.2.10.5, liquidated damages in the amount of $1,000 for each institution will be assessed for each calendar quarter of non-compliance.

3.36.4.11 Psychiatric Restraints

For failure to maintain compliance with Section 3.34.1.2.11, liquidated damages will be assessed for the individual measures outlined below at each institution as follows:

1. Physician Orders – Clinical Rationale - For failure to maintain compliance with Section 3.34.1.2.11.1, liquidated damages in the amount of $10,000 for each institution will be assessed for each calendar quarter of non-compliance.

2. Physician Orders – Duration - For failure to maintain compliance with Section 3.34.1.2.11.2, liquidated damages in the amount of $10,000 for each institution will be assessed for each calendar quarter of non-compliance.

3. Physician Orders – Less Restrictive Measures Considered - For failure to maintain compliance with Section 3.34.1.2.11.3, liquidated damages in the amount of $10,000 for each institution will be assessed for each calendar quarter of non-compliance.

4. Psychiatric Restraints – Nursing Observations and assessments - For failure to maintain compliance with Section 3.34.1.2.11.4, liquidated damages in the amount of $10,000 for each institution will be assessed for each calendar quarter of non-compliance.

5. Physician Orders – Release Criteria - For failure to maintain compliance with Section 3.34.1.2.11.5, liquidated damages in the amount of $10,000 for each institution will be assessed for each calendar quarter of non-compliance.

3.36.4.12 Psychotropic Medication Management

For failure to maintain compliance with Section 3.34.1.2.12, liquidated damages will be assessed for the individual measures outlined below at each institution as follows:

1. Psychiatric Evaluation Prior to Initial Prescription - For failure to maintain compliance with Section 3.34.1.2.12.1, liquidated damages in the amount of $10,000 for each institution will be assessed for each calendar quarter of non-compliance.

2. Informed Consent - For failure to maintain compliance with Section 3.34.1.2.12.2, liquidated damages in the amount of $10,000 for each institution will be assessed for each calendar quarter of non-compliance.

3. Required Labs – Initial – For failure to maintain compliance with Section 3.34.1.2.12.3, liquidated damages in the amount of $10,000 for each institution will be assessed for each calendar quarter of non-compliance.

4. Required labs – Follow-Up - For failure to maintain compliance with Section 3.34.1.2.12.4, liquidated damages in the amount of $10,000 for each institution will be assessed for each calendar quarter of non-compliance.

5. Initial Psychiatric Follow-Up - For failure to maintain compliance with Section 3.34.1.2.12.5, liquidated damages in the amount of $10,000 for each institution will be assessed for each calendar quarter of non-compliance.

6. Rationale for Medication Adjustments - For failure to maintain compliance with Section 3.34.1.2.12.6, liquidated damages in the amount of $10,000 for each institution will be assessed for each calendar quarter of non-compliance.

7. AIMS testing – Antipsychotic Medications - For failure to maintain compliance with Section 3.34.1.2.12.7, liquidated damages in the amount of $5,000 for each institution will be assessed for each calendar quarter of non-compliance.

3.36.4.13 Use of Force

For failure to maintain compliance with Section 3.34.1.2.13, liquidated damages in the amount of $5,000 for each institution will be assessed for each calendar quarter of non-compliance.

3.36.4.14 Confinement/Special Housing Services

For failure to maintain compliance with Section 3.34.1.2.14, liquidated damages will be assessed for the individual measures outlined below at each institution as follows:

1. Confinement Evaluations (S3) - For failure to maintain compliance with Section 3.34.1.2.14.1, liquidated damages in the amount of $5,000 for each institution will be assessed for each calendar quarter of non-compliance.

2. Confinement Evaluations (S1/S2) - For failure to maintain compliance with Section 3.34.1.2.14.2, liquidated damages in the amount of $5,000 for each institution will be assessed for each calendar quarter of non-compliance.

3. Confinement Rounds - For failure to maintain compliance with Section 3.34.1.2.14.3, liquidated damages in the amount of $5,000 for each institution will be assessed for each calendar quarter of non-compliance.

4. Behavioral Risk Assessments (BRA) - For failure to maintain compliance with Section 3.34.1.2.14.4, liquidated damages in the amount of $1,000 for each institution will be assessed for each calendar quarter of non-compliance.

5. Close Management Out of cell Activities - For failure to maintain compliance with Section 3.34.1.2.14.5, liquidated damages in the amount of $1,000 for each institution will be assessed for each calendar quarter of non-compliance

3.36.4.15 Sex Offender Screening and Treatment

For failure to maintain compliance with Section 3.34.1.2.15, liquidated damages in the amount of $1,000 for each institution will be assessed for each calendar quarter of non-compliance.

3.36.4.16 Re-Entry Services

For failure to maintain compliance with Section 3.34.1.2.16, liquidated damages will be assessed for the individual measures outlined below at each institution as follows:

1. Initiation of Re-Entry Services - For failure to maintain compliance with Section 3.34.1.2.16.1, liquidated damages in the amount of $10,000 for each institution will be assessed for each calendar quarter of non-compliance.

2. Continuity of Care - For failure to maintain compliance with Section 3.34.1.2.16.2, liquidated damages in the amount of $10,000 for each institution will be assessed for each calendar quarter of non-compliance.

3.36.5 Dental Services

3.36.5.1 Wait Times

For failure to maintain compliance with Section 3.34.1.3.2, liquidated damages will be assessed for the individual measures outlined below at each institution as follows:

1. Initial Waiting Times for Routine Comprehensive Dental Care (Section 3.34.1.3.2.1) - Liquidated damages in the amount of $5,000 will be assessed for each institution for each calendar quarter of non-compliance.

2. Wait time for Dental Appointments Between the First Appointment and Follow-Up Appointment (Section 3.34.1.3.2.2) - Liquidated damages in the amount of $5,000 will be assessed for each institution for each calendar quarter of non-compliance.

3.36.5.2 Complete Dentures

For failure to maintain compliance with Section 3.34.1.3.9, liquidated damages in the amount of $5,000 will be assessed for each institution for each calendar quarter of non-compliance.

3.36.5.3 Removable Partial Dentures

For failure to maintain compliance with Section 3.34.1.3.10, liquidated damages in the amount of $5,000 will be assessed for each institution for each calendar quarter of non-compliance.

3.36.5.4 Oral Pathology Consults/Referrals

For failure to maintain compliance with Section 3.34.1.3.12, liquidated damages in the amount of $10,000 will be assessed for each institution for each calendar quarter of non-compliance.

3.36.5.5 Trauma/Cancer

For failure to maintain compliance with Section 3.34.1.3.15, liquidated damages in the amount of $10,000 will be assessed for each institution for each calendar quarter of non-compliance.

3.36.6 Medication Management/Pharmacy Services

3.36.6.1 Pharmacy Inspections

For failure to maintain compliance with Section 3.34.1.4.5, liquidated damages will be assessed for the individual measures outlined below at each institution as follows:

1. Compliant on Monthly Consultant Pharmacist inspections (Section 3.34.1.4.5.1) - Liquidated damages in the amount of $5,000 will be assessed for each institution for each calendar quarter of non-compliance.

2. Deficiencies in previous Consultant Pharmacist Monthly Inspection Reports are corrected (Section 3.34.1.4.5.2) - Liquidated damages in the amount of $5,000 will be assessed for each institution for each calendar quarter of non-compliance.

3. Successful completion on yearly State of Florida Board of Pharmacy Inspection (Section 3.34.1.4.5.3) - Liquidated damages in the amount of $5,000 will be assessed for each institution for each calendar quarter of non-compliance.

3.36.6.2 Dispensing Requirements

For failure to maintain compliance with Section 3.34.1.4.7, liquidated damages will be assessed for the individual measures outlined below at each institution as follows:

1. New regular prescription orders (Section 3.34.1.4.7.1) – Liquidated damages in the amount of $1,000 will be assessed for each institution for each calendar quarter of non-compliance.

2. Refill prescription orders (Section 3.34.1.4.7.2) - Liquidated damages in the amount of $1,000 will be assessed for each institution for each calendar quarter of non-compliance.

3. New non-formulary prescriptions (Section 3.34.1.4.7.3) - Liquidated damages in the amount of $1,000 will be assessed for each institution for each calendar quarter of non-compliance.

4. Drug Exception Request (DER) for non-formulary drugs (Section 3.34.1.4.7.4) - Liquidated damages in the amount of $1,000 will be assessed for each institution for each calendar quarter of non-compliance.

5. Stat Orders (Section 3.34.1.4.7.5) - Liquidated damages in the amount of $1,000 will be assessed for each institution for each calendar quarter of non-compliance.

6. Adherence to state and federal statutes, administration rules, and regulations (Section 3.34.1.4.7.6) - Liquidated damages in the amount of $1,000 will be assessed for each institution for each calendar quarter of non-compliance.

3.36.6.3 Licenses and Drug Pedigree

For failure to maintain compliance with Section 3.34.1.4.8, will be assessed for the individual measures outlined below at each institution as follows:

1. Possession of Pharmacy Licenses (Section 3.34.1.4.8.1) - Liquidated damages in the amount of $1,000 will be assessed for each institution for each calendar quarter of non-compliance.

2. Drug Pedigree (Section 3.34.1.4.8.2) - Liquidated damages in the amount of $1,000 will be assessed for each institution for each calendar quarter of non-compliance.

3.36.7 Corrective Action Plans

3.36.7.1 Timely Submission of Corrective Action Plans

In the event that the Contractor receives a Monitoring Report requiring a Corrective Action Plan (CAP) to be submitted and fails to submit a CAP responding to each specified written deficiency within the time frames specified in Section 3.34.1.5.3, liquidated damages in the amount of one thousand dollars ($1,000.00) per day for each day the CAP is untimely submitted will be imposed.

3.36.7.2 Timely Corrections of Deficiencies per Timeframes Established in the Corrective Action Plan (CAP)

In the event the Contractor fails to correct deficiencies noted in the Department's monitoring report within the timeframes indicated in the CAP (Section 3.34.1.5.4), liquidated damages in the amount of one thousand dollars ($1,000.00) per day, per deficiency where deficiencies have not been timely corrected shall be imposed until such time as all noted deficiencies are corrected.

3.36.8 Timely Submission of Required Reports

In the event the Contractor fails to timely submit required reports as outlined in Section 3.32, Reporting Requirements (Section 3.34.1.5.5), liquidated damages in the amount of one thousand dollars ($1,000) shall be imposed for each report submitted more than ten (10) business days after the due date.

3.36.9 IT Related Deficiencies

3.36.9.1 Data Exchanges

In the event the Contractor fails to provide data transfers as required (Section 3.34.1.5.13.1), liquidated damages in the amount of $5,000 per day shall be imposed until such time as all deficiencies are corrected.

3.36.9.2 Repeated Outages

In the event the Contractor fails to prevent unplanned outages from repeating, for the same reason, within the same day (Section 3.34.1.5.13.2), liquidated damages in the amount of $5,000 per day shall be imposed until such time as all deficiencies are corrected.

3.36.9.3 Recovery Time

In the event the Contractor fails to repair and/or restart services after an unplanned outage within one hour after being reported as unavailable (Section 3.34.1.5.13.3), liquidated damages in the amount of one $5,000 per day shall be imposed until such time as all deficiencies are corrected.

3.36.9.4 Minimum Acceptable Monthly Service Availability

In the event the Contractor fails to return services to operation within performance target timeframes (Section 3.34.1.5.13.4), liquidated damages in the amount of one $5,000 per day shall be imposed until such time as all deficiencies are corrected.

3.36.10 Liquidated Damages for Other Contract Requirements

For failure to meet Other Contract Requirements Outcomes and Standards, set forth in Section 3.34.2, Other Contract Requirements, liquidated damages will be imposed in the amount of five thousand dollars ($5,000.00) per day, per deficiency until such time as all noted deficiencies are corrected.

3.36.11 Liquidated Damages for Repeated Failures

Repeated instances of failure to meet either Critical Standards or other Standards in consecutive months will result in liquidated damages being doubled. The Department, at its exclusive option, may allow up to a three (3) month "grace period" following implementation of services during which no damages will be imposed for failure to achieve the standards.

3.37 Deliverables

The following services or service tasks are identified as deliverables for the purposes of this RFP:

3.37.1 Appropriate health care services for inmates consisting of deliverables listed under Section 3.34.1, Performance Outcomes, Measures, and Standards.
3.37.2 Reports as required in Section 3.32, Reporting Requirements.
3.37.3 Compliance with contract terms and conditions.

3.38 Value-Added Services

Value-added services include any services, including additional services that the Contractor offers to provide as part of the Contract resulting from the RFP, that clearly exceed the minimum requirements of required service delivery and/or that may be unknown to the Department at this time. Value-added services must be approved by the Department and conform to Department rules and security requirements.

Any value-added services to be provided shall be fully described and included in the Proposer's project proposal in accordance with Section 5.6 of this RFP.

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SECTION 4 – PROCUREMENT RULES AND INFORMATION

4.1 Procurement Manager

Questions related to the procurement should be addressed to:

Ana Ploch, Procurement Manager
Florida Department of Corrections
Bureau of Procurement & Supply
4070 Esplanade Way
Tallahassee, FL 32311
Telephone: (850) 717-3680
Fax: (850) 488-7189
E-mail: ploch.ana@mail.dc.state.fl.us

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

Questions will only be accepted if submitted in writing and received on or before the date and time specified in the Calendar of Events (Section 4.2). Responses will be posted on the Vendor Bid System (VBS) by the date referenced in the Calendar of Events (Section 4.2).

Any person requiring special accommodation in responding to this solicitation because of a disability should call the Bureau of Procurement and Supply at 850-717-3700 at least five (5) days prior to any pre-solicitation conference, solicitation opening or meeting. If you are hearing or speech impaired, please contact the Bureau of Procurement and Supply by using the Florida Relay Service, which can be reached at 1-800-955-8771 (TDD).

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

4.2 Calendar of Events

Listed below are the important actions and dates/times by which the actions shall be taken or completed. If the Department finds it necessary to change any of these dates/times, it will be accomplished by an addendum. All listed times are local Eastern Standard Time in Tallahassee, Florida.

	DATE	TIME	ACTION
4.2.1	September 14, 2011		Release of RFP to public, posted on VBS
4.2.2	September 19, 2011		Last day for Notice of Intent to Propose received by the Department, and for submitting information for background screening (names and identifying information for site visits)
4.2.3	September 26 – October 5, 2011		Site Visits
4.2.4	October 12, 2011	5:00 p.m.	Last day for Written Inquiries received by the Department
4.2.5	October 28, 2011		Anticipated date that Answers to Written Inquiries to the RFP will be posted on VBS.
4.2.6	November 7, 2011	5:00 p.m.	Proposals Due

	DATE	TIME	ACTION
4.2.7	November 8, 2011	2:00 p.m.	Project Proposal Opening - Including Review of Mandatory Responsiveness Requirements (Fatal Criteria)
4.2.8	November 22, 2011	2:00 p.m.	Anticipated date of Price Proposal Opening
4.2.9	December 12-16, 2011		Anticipated date for Legislative Budget Committee Review
4.2.10	January 3, 2012		Anticipated Posting of Agency Decision
4.2.11	February 1, 2012		Anticipated Contract Start Date – Allows for an implementation planning period prior to the beginning of services. Implementation of services shall begin on April 1, 2012 and must be completed for all locations and regions between April 1, 2012 and June 30, 2012

4.3 Procurement Rules

4.3.1 Submission of Proposals

Each proposal shall be prepared simply and economically, providing a straightforward, concise delineation of the Proposer's capabilities to satisfy the requirements of this RFP. Elaborate bindings, colored displays, and promotional material are not desired. Emphasis in each proposal shall be on completeness and clarity of content. In order to expedite the evaluation of proposals, it is essential that Proposers follow the format and instructions contained in the Proposal Submission Requirements (Section 5) with particular emphasis on the Mandatory Responsiveness Requirements.

Proposals are due at the time and date specified in the Calendar of Events (Section 4.2) at the Department of Corrections, Bureau of Procurement and Supply, and shall be submitted to the attention of the Procurement Manager listed in Section 4.1. Proposals shall be delivered via express mail, or hand-delivery, to the address listed in Section 4.1. Proposals received late (after proposal due date and time) will not be considered, and no modification by the Proposer, of submitted proposals, will be allowed, unless the Department has made a request for additional information. No Department staff will be held responsible for the inadvertent opening of a proposal not properly sealed, addressed or identified.

NOTE: Proposers should keep in mind that the PROPOSALS DUE date and the PROJECT PROPOSAL OPENING date are not the same.

4.3.2 Proposal Opening

Proposals will be publicly opened at the time and date specified in the Calendar of Events (Section 4.2). The opening of proposals will take place at the Department of Corrections, Bureau of Procurement and Supply, 4070 Esplanade Way, 2nd floor, Tallahassee, Florida. The name of all Proposers submitting proposals shall be made available to interested parties upon written request to the Procurement Manager listed in Section 4.1.

4.3.3 Costs of Preparing Proposal

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

4.3.4 Disposal of Proposals

All proposals become the property of the State of Florida and will be a matter of public record subject to the provisions of Chapter 119, Florida Statutes. Selection or rejection of the proposal will not affect this right.

Should the Department reject all proposals and issue a re-bid, information submitted in response to this RFP will become a matter of public record as indicated in Section 119.07 (1), Florida Statutes.

4.3.5 Right to Withdraw Request for Proposal

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

4.3.6 Mandatory Responsiveness Requirements

The Department shall reject any and all proposals that do not meet mandatory responsiveness requirements as defined below.

Mandatory Responsiveness Requirements are those terms, conditions or requirements that shall be met by the Proposer to be responsive to this RFP. The proposals must include all required plans for services as required in the RFP for review by the Department. Failure to meet these responsiveness requirements will cause rejection of a proposal. Any proposal rejected for failure to meet mandatory responsiveness requirements will not be further evaluated.

4.3.7 Right to Reject Proposal Submissions and Waiver of Minor Irregularities

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

4.3.8 Site Visits

All interested Proposers, before submitting their proposal, may visit the following sites and become familiar with conditions that may in any manner affect the work to be done. Attendance at the site visits is highly recommended. The Department has set specific dates for the site visits and will not allow visits for individual Proposers or visits at any other time. Interested parties must call the appropriate contact person at least five (5) business days prior to start date of the site visits listed in the Calendar of Events and furnish them with the following information on all attendees, including the attendee's Full Name, Social Security Number, Date of Birth and Driver's License Number. Participation in the Site Visits will be limited to two representatives per organization, per site visit location.

Site visits shall occur according to the following schedule and interested parties shall meet at the main gate for admittance to the facility. The institutions listed below are a representative sample of the of the various types of facilities the Department currently operates. All Department security procedures shall apply. Each site visit shall be comprised of a tour of the health services facilities at that institution, and shall last for approximately 1 ½ to 2 hours.

SITE VISITS SCHEDULE				
Region	Institution	Address	Date	Time
Northern	Santa Rosa CI	5850 East Milton Road Milton, Florida 32583-7914 Contact: Monica Crutchfield Telephone: 850-663-3329 or 850-773-6541 Crutchfield.monica@mail.dc.state.fl.us	September 26, 2011	9:00 am

SITE VISITS SCHEDULE				
Region	Institution	Address	Date	Time
	NWFRC	4455 Sam Mitchell Drive Chipley, Florida 32428 Contact: Monica Crutchfield Telephone: 850-663-3329 or 850-773-6541 Crutchfield.monica@mail.dc.state.fl.us		2:00 pm
	Apalachee CI	35 Apalachee Drive Sneads, Florida 32460 Contact: Monica Crutchfield Telephone: 850-663-3329 or 850-773-6541 Crutchfield.monica@mail.dc.state.fl.us	September 27, 2011	9:00 am
	Jefferson CI	1050 Big Joe Road Monticello, Florida 32344 Contact: Monica Crutchfield Telephone: 850-663-3329 or 850-773-6541 Crutchfield.monica@mail.dc.state.fl.us		2:00 pm
	RMC	7765 S. CR 231 Lake Butler, Florida 32054 Contact: Ruth Feltner Telephone: 386-496-6903 or 386-496-6908 Feltner.Ruth@mail.dc.state.fl.us	September 28, 2011	9:00 am
	Union CI	7819 N.W. 228th Street Raiford, Florida 32026 Contact: Ruth Feltner Telephone: 386-496-6903 or 386-496-6908 Feltner.Ruth@mail.dc.state.fl.us		2:00 pm
	FSP	7819 N.W. 228th Street Raiford, Florida 32026 Contact: Ruth Feltner Telephone: 386-496-6903 or 386-496-6908 Feltner.Ruth@mail.dc.state.fl.us	September 29, 2011	9:00 am
	Lancaster CI	3449 S.W. State Road 26 Trenton, Florida 32693 Contact: Ruth Feltner Telephone: 386-496-6903 or 386-496-6908 Feltner.Ruth@mail.dc.state.fl.us		2:00 pm
Southern	Lowell CI	11120 NW Gainesville Rd. Ocala, Florida 34482 Contact: Skip Tompkins Telephone: 352-569-6201 or 352-242-1227 Tompkins.skip@mail.dc.state.fl.us	September 30, 2011	9:00 am

SITE VISITS SCHEDULE				
Region	Institution	Address	Date	Time
	Lake CI	19225 U.S. Highway 27 Clermont, Florida 34715 Contact: Skip Tompkins Telephone: 352-569-6201 or 352-242-1227 Tompkins.skip@mail.dc.state.fl.us		2:00 pm
	Zephyrhills CI	2739 Gall Boulevard Zephyrhills, Florida 33541 Contact: Skip Tompkins Telephone: 352-569-6201 or 352-242-1227 Tompkins.skip@mail.dc.state.fl.us	October 3, 2011	9:00 am
	CFRC	7000 H C Kelley Rd. Orlando, Florida 32831 Contact: Skip Tompkins Telephone: 352-569-6201 or 352-242-1227 Tompkins.skip@mail.dc.state.fl.us		2:00 pm

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

The site visits are an opportunity to tour each institution. The Department will accept verbal questions during the site visits and will make a reasonable effort to provide answers at that time. Impromptu questions will be permitted and spontaneous answers provided; however, parties should clearly understand that the Department will issue a written response ONLY to those questions subsequently submitted in writing in accordance with Section 4.3.9.1. This written response will be provided to all prospective Proposers as an addendum to the RFP and shall be considered the Department's official answer or position as to the question or issue posed. Verbal answers and discussions shall not be binding upon the Department.

Failure to adequately inspect the premises shall not relieve the successful proposer from furnishing, at no additional cost to the Department, any materials, equipment, supplies, or labor that may be required to carry out the intent of this RFP. Submission of a proposal shall be construed as evidence that the proposer has made necessary examination, inspection and investigation.

4.3.9 Inquiries

4.3.9.1 Pursuant to Section 287.057(2), Florida Statutes, the Department will allow a written question and answer period for the purpose of responding to vendor questions. Any questions from Proposers concerning this RFP shall be submitted in writing, identifying the submitter, to the Procurement Manager identified in Section 4.1 of this RFP and must be received no later than the date and time specified in the Calendar of Events (Section 4.2). E-mail inquiries are preferred, and the Proposer may follow up with a hard copy by mail or facsimile. However, it is the responsibility of the Proposer to confirm receipt of e-mailed or faxed inquiries.

4.3.9.2 Interested parties shall examine this RFP to determine if the Department's requirements are clearly stated. Proposers may request, in writing, during the question and answer period that the requirements be changed. The Proposer who requests changes must identify and describe their

difficulty in meeting the Department's requirements, must provide detailed justification for a change, and must recommend changes to the requirements. Requests for changes to this RFP must be received by the Department no later than the date shown for written inquires questions in the Calendar of Events (Section 4.2). A Proposer's failure to request changes by the date described above shall be considered to constitute Proposer's acceptance of the Department's requirements. The Department shall determine what changes to this RFP shall be acceptable to the Department. If required, the Department shall issue an addendum reflecting the acceptable changes to this RFP, which shall be posted on VBS, in order that all Proposers shall be given the opportunity of proposing to the same requirements.

4.3.9.3 Failure to file a protest of the RFP specifications within the time prescribed in Section 120.57(3), Florida Statutes, or failure to post the bond or other security required by law within the time allowed for filing a bond shall constitute a waiver of proceedings under Chapter 120, Florida Statutes.

4.3.9.4 A formal written protest must be accompanied by a bond payable to the Department in an amount equal to one percent (1%) of the Department's estimate of the total value of the proposed Contract. The amount of the bond will be pursuant to Section 287.042(2)(c), F.S.

4.3.10 Letter of Intent to Propose

All Proposers planning to submit a proposal are strongly recommended to submit a letter stating this intent by the date and time specified in the Calendar of Events (Section 4.2). This letter may be e-mailed, mailed, faxed or hand delivered.

4.3.11 Addenda

The Department will post all addenda and materials relative to this procurement on the Florida Vendor Bid System at www.myflorida.com under the posted proposal number (click on "Business", then "Doing Business with the State", under "Everything for Vendors and Customers", click on "Vendor Bid System (VBS)", and "Search Advertisements"). Interested parties are responsible for monitoring this site for new or changing information relative to this procurement.

An Addendum Acknowledgment Form will be included with each addendum and shall be signed by an authorized company representative, dated, and returned with the proposal, as instructed in Section 5.9, Addendum Acknowledgment Form.

4.3.12 Cost/Price Discussions

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

4.3.13 Verbal Instructions

No negotiations, decisions, or actions shall be initiated or executed by the Proposer as a result of any discussions with any Department employee. Only those communications which are in writing from the Department's staff identified in Section 4.1 of this RFP shall be considered a duly authorized expression on behalf of the Department. Only communications from the Proposer's representative which are in writing and signed will be recognized by the Department as duly authorized expressions on behalf of the Proposer.

4.3.14 No Prior Involvement and Conflicts of Interest

The Proposer shall not compensate in any manner, directly or indirectly, any officer, agent or employee of the Department for any act or service which he/she may do, or perform for, or on behalf of, any officer,

agent, or employee of the Proposer. No officer, agent, or employee of the Department shall have any interest, directly or indirectly, in any Contract or purchase made, or authorized to be made, by anyone for, or on behalf of, the Department.

The Proposer shall have no interest and shall not acquire any interest that shall conflict in any manner or degree with the performance of the services required under this RFP.

4.3.15 State Licensing Requirements

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

4.3.16 MyFloridaMarketPlace Vendor Registration

All vendors that have not re-registered with the State of Florida since March 31, 2003, shall go to http://vendor.myfloridamarketplace.com/ to complete on-line registration, or call 1-866-352-3776 for assisted registration.

4.3.17 Public Entity Crimes

A person or affiliate who has been placed on the Convicted Contractor List following a conviction for a public entity crime may not submit a proposal to provide any goods or services to a public entity, may not submit a bid or proposal to a public entity for the construction or repair of a public building or public work, may not submit bids or proposals for leases of real property to a public entity, may not be awarded or perform work as a Proposer, supplier, subcontractor, or consultant under a Contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017, Florida Statutes, for Category Two (2) for a period of thirty-six (36) months from the date of being placed on the Convicted Vendor List.

4.3.18 Discriminatory Vendors List

An entity or affiliate who has been placed on the Discriminatory Vendors List may not submit a bid or proposal to provide goods or services to a public entity, may not be awarded a Contract or perform work as a Contractor, supplier, subcontractor or consultant under Contract with any public entity and may not transact business with any public entity.

4.3.19 Unauthorized Employment of Alien Workers

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

4.3.20 Confidential, Proprietary, or Trade Secret Material

The Department takes its public records responsibilities as provided under chapter 119, Florida Statutes and Article I, Section 24 of the Florida Constitution, very seriously. If the Proposer considers any portion of the documents, data or records submitted in response to this solicitation to be confidential, trade secret or otherwise not subject to disclosure pursuant to chapter 119, Florida Statutes, the Florida Constitution or other authority, the Proposer must also simultaneously provide the Department with a separate redacted copy of its proposal and briefly describe in writing the grounds for claiming exemption from the public records law, including the specific statutory citation for such exemption. This redacted copy shall contain the Department's solicitation name, number, and the name of the Proposer on the cover, and shall be clearly titled "Redacted Copy." The redacted copy shall be provided to the Department at the same time the

Proposer submits its proposal to the solicitation and must only exclude or redact those exact portions which are claimed confidential, proprietary, or trade secret.

The Proposer shall be responsible for defending its determination that the redacted portions of its proposal are confidential, trade secret or otherwise not subject to disclosure. Further, the Proposer shall protect, defend, and indemnify the Department for any and all claims arising from or relating to the Proposer's determination that the redacted portions of its proposal are confidential, proprietary, trade secret or otherwise not subject to disclosure.

If the Proposer fails to submit a Redacted Copy with its proposal, the Department is authorized to produce the entire documents, data or records submitted by the Proposer in answer to a public records request for these records.

4.3.21 Disclosure of Proposal Submittal Contents

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

4.4 Posting of Notice of Agency Decision

In regard to any competitive solicitation, the Department shall post a public notice of agency action when the Department has made a decision to award a contract, reject all bids or proposals, or to cancel or withdraw the solicitation.

The Notice of Agency Decision will be posted on or about the date shown in the Calendar of Events (Section 4.2) and will remain posted for a period of seventy-two (72) hours (Saturdays, Sundays and State holidays shall be excluded in the computation of the seventy-two (72) hour time period). Posting will be made available on the Florida Vendor Bid System at www.myflorida.com (follow instructions listed in Section 4.3.11).

4.4.1 Anyone seeking to file a formal protest must do so within the time prescribed in Chapter 120.57(3), Florida Statutes. Failure to post the bond or other security required by law within the time allowed for filing a bond shall constitute a waiver of proceedings under Chapter 120, Florida Statutes.

4.4.2 A formal written protest must be accompanied by a bond payable to the Department in an amount equal to one percent (1%) of the Department's estimate of the total value of the proposed Contract. The amount of the bond will be pursuant to Section 287.042(2)(c), Florida Statutes. The amount of the bond will be provided by the Department's Office of General Counsel/Contracts Section and can be obtained by contacting the appropriate staff at (850) 717-3605. The form of the bond shall be a bond, cashier's check, or money order.

4.4.3 Filing Notices of Intent or Formal Protest:

Notices of Intent to Protest or Formal Protest shall be filed with the Agency Clerk, located at 501 South Calhoun Street (Carlton Building), Tallahassee, Florida 32399-2500. Protest related documents may be hand-delivered to the Agency Clerk by entering the Calhoun Street entrance and asking the person at the Security Desk to call the Agency Clerk to come down to the entrance to receive the documents for filing. Documents left at the Security Desk will not be considered filed until received by the Agency Clerk. Formal protests may not be faxed filed. Protest documents received after hours will be filed the next business day. Protests sent to the Procurement Manager by any means (mail, fax or email), will not be considered filed with the Agency Clerk until they are received, by the Agency Clerk, at the Carlton Building address.

SECTION 5 – PROPOSAL SUBMISSION REQUIREMENTS

Proposals shall be submitted in hard-copy and on CD-ROM per the instructions below:

- The Proposer shall supply one (1) original signed and six (6) copies of the Project Proposal in writing, on paper, and clearly marked "RFP #11-DC-8324 – Project Proposal for Comprehensive Healthcare Services in Regions I, II and III."
- The Proposer shall supply one (1) original signed and three (3) copies of the Price Proposal, in writing, on paper, and clearly marked "RFP #11-DC-8324 – Price Proposal for Comprehensive Healthcare Services in Regions I, II and III." The Price Proposal must be completed utilizing the Price Information Sheet and Pricing Matrix worksheets (ATTACHMENT 11). All price tables must be filled out completely and in accordance with instructions set forth in Section 5.11 of this RFP.
- The Proposer shall supply one (1) electronic copy of the Project Proposal on CD-ROM with large files scanned as separate PDF files.
- The Proposer shall supply one (1) electronic copy of the Price Proposal on CD-ROM, in the original format as provided by the Department.
- The Proposer shall supply One (1) electronic (i.e., a pdf version on CD) REDACTED COPY of the entire Project Proposal (refer to Section 4.3.20).

The Project Proposal and Price Proposal may be submitted within the same box or container AS LONG AS they are in SEPARATELY SEALED packages/envelopes clearly identified as indicated above. Inclusion of any costs or pricing data in the Project Proposal may result in rejection of the entire proposal submission.

Project Proposal Format and Contents

This section prescribes the format in which the Project Proposals are to be submitted. There is no intent to limit the content of the proposals. Additional information deemed appropriate by the Proposer may be included, but must be placed within the relevant section. Additional tabs beyond those designated in this section will not be evaluated. The following paragraphs contain instructions that describe the required format for proposals.

Project Proposals shall be limited to a page size of eight and one-half by eleven inches (8.5" x 11"). Fold out pages may be used, where appropriate, but should not exceed five percent (5%) of the total number of pages of the entire proposal. All pages shall be sequentially numbered. It is recognized that existing financial reports, documents, or brochures, may not comply with the just-prescribed format. They will be acceptable in current form and need not be reformatted.

All Project Proposals must contain the sections outlined below. Those sections are called "Tabs." A "Tab", as used here, is a section separator, offset and labeled, (Example: "Tab 1, Mandatory Responsiveness Requirements"), such that the Evaluation Committee can easily turn to "Tabbed" sections during the evaluation process. Failure to have all copies properly "tabbed" makes it much more difficult for the Department to evaluate the proposal.

5.1 Tab 1 – Mandatory Responsiveness Requirements/Fatal Criteria

The following terms, conditions, or requirements must be met by the Proposer to be considered responsive to this RFP. These responsiveness requirements are mandatory. Failure to meet these responsiveness requirements will cause rejection of a proposal. Note: Copies of rejected proposals will be retained in the RFP file.

5.1.1 It is mandatory that the proposal package is received by the Department by the date and time specified in Section 4.2, Calendar of Events.

5.1.2 It is mandatory that the Proposer sign, have certified by a notary public, and return, under Tab 1 of the Proposal, the "Certification Attestation Page for Mandatory Statements" (ATTACHMENT 1).

5.1.3 It is **mandatory** that the Proposer submit a completed Price Proposal, and that it is received by the Department by the date and time specified in Section 4.2, Calendar of Events. The Price Proposal may be submitted within the same box or container that the Project Proposal is submitted in, as long as the Price Proposal (including all copies) is in a separately sealed package/envelope. As previously indicated, no cost information may be reflected in the Project Proposal. Please see Section 5.11 of this solicitation for further information.

Additionally, the Proposer shall **complete, sign and return**, under **Tab 1**, the Florida Department of Corrections, RFP Acknowledgement Form, which is the front cover of this RFP document.

5.2 Tab 2 – Transmittal Letter with Executive Summary

The proposal shall include a Transmittal Letter with Executive Summary (narrative) synopsis of the Proposer's method of delivering the required services in compliance with the minimum requirements and scope of services outlined in Section 3, Scope of Services Sought, of the RFP. The synopsis shall contain sufficient detail addressing all elements of the required service delivery and shall be prepared in such a manner that will clearly indicate the Proposer's understanding of, and intent to comply with, the requirements set forth in the RFP, and will be understandable to individuals on a management level. The Transmittal Letter with Executive Summary shall be signed by a representative of the Proposer authorized to bind the corporate entity submitting the proposal and shall be inserted under **Tab 2** of the Proposal. The Transmittal Letter with Executive Summary shall also contain information addressing each of the following requirements:

5.2.1 Information indicating that the Proposer is a corporation or other legal entity, if applicable.

5.2.2 The Proposer's federal tax identification number or social security number, as applicable to the legal entity that will be performing the services under the Contract.

5.2.3 The Proposer's E-mail address or a statement certifying that an E-mail address will be available for the Contractor's Representative by the start date of any contract resulting from this RFP.

5.2.4 Information indicating whether the Proposer intends to utilize subcontractors and if so, that the proposer agrees to provide written notice to the Contract Manager of the name, component/type of work to be performed and FEID number of all subcontractors that will be utilized for direct service delivery. (This information shall be provided with the proposal). Use of subcontractors must be in accordance with Section 7.18.

5.2.5 A statement from any proposed subcontractor acknowledging acceptance of and intent to be bound by the contract terms to be included in the Department's Contract should the proposer be awarded a Contract resulting from this RFP. The statement shall bear an original signature from a person authorized to legally bind the subcontractor.

5.2.6 Proof that the Proposer is registered to do business in Florida, evidenced by Articles of Incorporation or Fictitious Name Registration or Business License and, if applicable, a copy of the most recent Certification of Good Standing. (This information may be obtained from the State of Florida's, Secretary of State's Office). In addition, the Proposer's corporate document number or fictitious name file number, if applicable, must be provided as well as assurances that, if necessary, any subcontractors proposed will also be licensed to do business in Florida.

5.2.7 A statement disclosing the name of any officer, director, employee or other agent who is also an employee of the State and the name of any State employee who owns, directly or indirectly, an interest of five percent (5%) or more in the Proposer or its affiliates, including parent corporations. If no officer, director, employee or other agent of the Proposer is also an employee of the State or no State employee owns a five percent (5%) interest in the Proposer or its' affiliates or parent corporation, a statement to that effect, as applicable, shall be provided.

5.2.8 A statement affirmatively certifying that the Proposer has no interest and shall not acquire any interest that shall conflict in any manner or degree with the performance of the services required under this RFP.

5.2.9 The Proposer shall provide for both the Contractor and Contractor's personnel, copies of any and all documents regarding complaints filed, investigations made, warning letters or inspection reports issued, or any disciplinary action imposed by Federal or State oversight agencies within the past five (5) years.

5.2.10 The Proposer shall also identify all entities of or related to the Proposer (including parent company and subsidiaries of the parent company; divisions or subdivisions of parent company or of Proposer), that have ever been convicted of fraud or of deceit or unlawful business dealings whether related to the services contemplated by this RFP or not, or entered into any type of settlement agreement concerning a business practice, including services contemplated by this RFP, in response to a civil or criminal action, or have been the subject of any complaint, action, investigation or suit involving any other type of dealings contrary to federal, state, or other regulatory agency regulations. The Proposer shall identify the amount of any payments made as part of any settlement agreement, consent order or conviction.

5.2.11 A current copy of all required state and federal licenses, permits and registrations, including, but not limited to the face-sheet of the Contractor's current insurance policy coverage.

5.2.12 A current copy of all required state and federal licenses, permits, and registrations including, but not limited to the following:

5.2.12.1 the face-sheet of the Contractor's current insurance policy showing sufficient coverage as indicated in Section 7.15; and

5.2.12.2 any applicable state and/or federal licenses related to services provided under this RFP as applicable.

5.3 Tab 3 – Business/Corporate Qualifications

The purpose of this section is to provide the Department with a basis for determining the Proposer's competence and experience to undertake a project of this size. The Department is not interested in a voluminous description of previous contracts but rather a concise and thorough description of relevant information, background and experience as specified herein.

The Proposer shall supply the following information for the legally qualified corporation, partnership or other business entity submitting the proposal under this RFP that will be performing as "the Contractor" and insert it under Tab 3.

5.3.1 Business/Corporate Background

The background information of the Proposer indicated, which, at a minimum, shall include:

5.3.1.1 date established;
5.3.1.2 ownership (public company, partnership, subsidiary, etc.);
5.3.1.3 primary type of business and number of years conducting primary business;
5.3.1.4 total number of employees;
5.3.1.5 list of all officers of the firm indicating the percentages of ownership of each officer, and the names of the Board of Directors if applicable;
5.3.1.6 national accreditations, memberships in professional associations or other similar credentials.

5.3.2 Narrative/Record of Past Experience

As indicated in Section 2.3, Section 5.3.2, and ATTACHMENT 1, it is a mandatory responsiveness requirement that the Proposer has at least five (5) years of business/corporate experience with appropriately experienced management and at least three (3) years of business/corporate experience, within the last five

(5) years, in the provision of comprehensive healthcare services to an aggregate patient population of a minimum of 50,000 inmate patients at any one time in prison, jail or other comparable managed healthcare settings. The Department understands that, due to the size and complexity of the inmate healthcare program, the service solution may require partnerships, joint ventures, and/or subcontracting between two or more companies, and therefore will consider the combined experience and qualifications of any such partnerships meeting these requirements. To ensure the bidding entity is qualified to serve inmate populations in prison settings, the vendor(s), whether responding independently, as a partnership, as a joint venture, or with a response that proposes utilization of subcontractor(s), must collectively have at least five (5) total years of business/corporate experience with appropriately experienced management and at least three (3) total years of business/corporate experience within the last five (5) years, providing comprehensive healthcare with sufficient levels of service in all areas (dental, mental health and physical healthcare) comparable to the service levels sought via this RFP to an inmate population of at least 50,000 inmates. Details of the Proposer's experience, including that of any partners to a joint venture, subcontractors, etc., that meet this requirement shall be provided in narrative form and in sufficient detail so that the Department is able to judge its complexity and relevance. Specifically include:

5.3.2.1 Provide a narrative description of Proposer's past experience delivering comprehensive healthcare services that meets the minimum qualifications set forth by this RFP. Clearly identify number of years providing services and dates of service delivery.

5.3.2.2 Provide the Proposer's business plan (the organization's current status and plans for several years into the future) and administrative structure. Describe the Proposer's organizational structure, depicting clear lines of authority.

5.3.2.3 Provide a list of all contracts current and/or past (within five (5) years) that fully demonstrate/illustrate that the Proposer has the experience and ability to completely and timely provide comprehensive healthcare services to an aggregate population of at least 50,000 inmates at any one time inmates in prison settings. If voluminous, no more than 10-15 contracts specifically related to the statement of services sought in this RFP shall be listed.

5.3.2.4 Provide a narrative summary of contract performance in the above-identified contracts, including information on any major adverse findings and/or liquidated damages imposed.

5.3.2.5 Provide a summary of any exemplary or qualitative findings, recommendations, or other validations, demonstrating operational experience. (i.e., specialized accreditations, grant awards, etc.).

5.3.2.6 Provide a list of all contracts Proposer has provided services under that were terminated prior to original expiration date or for which Proposer requested termination, or reached mutual agreement on termination prior to the original contracted expiration date, and all reasons for such actions. Provide complete, detailed information about the circumstances leading to termination as well as the name and contact information for the other party to each terminated contract. If no contracts have been so terminated, Proposer shall provide a statement to that effect.

5.3.2.7 The Proposer shall provide copies of any and all documents regarding complaints filed, investigations made, warning letters or inspection reports issued, or any disciplinary action imposed by any federal or state oversight agencies within the past five (5) years. Proposer shall also identify all entities of or related to the Proposer (including parent company and subsidiaries of the parent company, divisions or subdivisions of parent company, or of Proposer) that have ever been convicted of fraud or of deceit or unlawful business dealings whether related to the services contemplated by this RFP or not, or entered into any type of settlement agreement concerning charges of fraud or any other type of dealings contrary to federal, state, or other regulatory agency regulations. Proposer shall identify the amount of any payments made as part of any settlement agreement, consent order or conviction.

5.3.3 Organizational Chart

The Proposer shall provide an organizational chart outlining the hierarchy of key project personnel for the Contract proposed under this RFP, including management staff and key leadership at the institutional level. Note: The Department shall approve all management and key positions. In addition, the vendor may not hire any individual who has been terminated by the Department without the written approval of the Department.

5.3.4 Business/Corporate References

The Proposer shall furnish a minimum of three (3) business/corporate references with its Project Proposal submission, utilizing the form provided as ATTACHMENT 2 to support Proposer's stated business/corporate experience as outlined in this RFP. In order to qualify as relevant current experience, services described by corporate references shall be ongoing or have been completed within the sixty (60) months preceding the issue date of this RFP.

The references shall be completed and signed by the individual offering the reference, and certified by a notary public. Reference(s) shall identify the type of services provided by the Proposer (which should be directly relevant to the services outlined in this RFP), dates the Proposer provided such services, the firm/agency name of the entity for which the Proposer provided services, and the reference signer's *current* telephone number and address. Reference(s) shall include statements supporting that the Proposer has performed services similar in magnitude and scope to those requested in the RFP. References that do not support relevant service delivery experience shall be rejected. Proposers may not use the Florida Department of Corrections as a corporate reference. The Department reserves the right to contact the above-provided references as well as reference sources not listed in the proposal.

NOTE: The Department reserves the right to use all information provided in determining Proposer qualifications and responsibleness, as well as any other information the Department may obtain through any means that bears on the issue of responsibility.

5.4 Tab 4 – Project Staff

The purpose of this section is to provide the Department with a basis for determining the Proposer's understanding of the qualifications of personnel required for administrative oversight and/or management of a contract of this size and scope. The Proposer shall insert the required information under Tab 5 of the proposal.

5.4.1 Key Management Personnel and Qualifications

The Proposer shall provide biographies or curriculum vitae and qualifications of the following individuals to be assigned to the Contract. Such information shall include employment history for all relevant and related experience and all education and degrees (including specific dates, names of employers, and educational institutions). Licenses and credentials, as applicable, shall be provided with resumes, and experience and training must be indicated and must support that the respective individual meets the specifications listed below:

NOTE: The Department shall approve all management and key positions. In addition, the vendor may not hire any individual who has been terminated by the Department without the written approval of the Department.

5.4.1.1 Chief Executive Officer (or equivalent title) - The Chief Executive Officer is the highest ranking officer in the Contractor's company or organization. The CEO shall have a minimum of one (1) years' experience as CEO.

5.4.1.2 Administrative Project Manager (or equivalent title) - The Project Manager is the individual who will have corporate responsibility for administration of the contract. This individual shall have a minimum of three (3) years' experience within the past ten (10) years at the management

level, providing direct administrative oversight of a large-scale health-related program in a correctional system comprised of 10,000 inmates.

5.4.1.3 Healthcare Services Program Director (or equivalent title): The Healthcare Services Program Director is the individual providing clinical oversight for all institutions. This individual is responsible for directing overall healthcare services delivery to include oversight of all healthcare services staff, consulting with other healthcare discipline staff and coordination of healthcare services with other healthcare providers. This individual shall have a minimum of three (3) years' experience within the past ten (10) years at the management level, directly managing a correctional medical services program or component within a correctional system comprised of 10,000 inmates in all medical grades up to and including inpatient status. In addition, the person occupying this position must be licensed "in good standing" to practice medicine under Chapter 458 or 459, Florida Statutes, hold a current DEA Registration Number, and must have credentials that meet or exceed the requirements of Florida Law.

5.4.1.4 Mental Health Program Director (or equivalent title): The Mental Health Program Director is the individual providing clinical oversight for all included institutions. This individual is responsible for directing overall mental healthcare service delivery to include oversight of all mental healthcare staff, consulting with other medical staff and coordination of mental health services with other healthcare providers. The person occupying this position must be licensed to practice psychology or medicine "in good standing" in the State of Florida and must have credentials that meet or exceed the requirements of Florida Law. If the person occupying this position is a physician, s/he must hold a current DEA Registration Number and be board certified in psychiatry.

5.4.1.5 Dental Services Program Director (or equivalent title): The Dental Services Program Director is the individual providing clinical oversight including utilization management for all included institutions. This individual is responsible for directing overall dental healthcare service delivery to include oversight of all dental healthcare staff, consulting with other healthcare staff and coordination of dental services with other healthcare providers. The person occupying this position must be licensed to practice dentistry "in good standing" in the State of Florida, hold a current DEA Registration Number, have a minimum of three (3) years correctional dental experience, and must have credentials that meet or exceed the requirements of Florida Law.

5.4.1.6 Pharmacy Program Director (or equivalent title): The Pharmacy Program Director is the individual providing clinical oversight for all institutions. This individual is responsible for directing overall pharmacy service delivery to include oversight of all pharmacy staff, all pharmacy licenses, consulting with other healthcare staff and coordination of pharmacy services with other healthcare providers. The person occupying this position must be licensed to practice pharmacy in the State of Florida, in addition have a Florida Consultant License, have a minimum of three (3) years correctional pharmacy experience, and must have credentials that meet or exceed the requirements of Florida Law.

5.4.1.7 Director of Nursing (or equivalent title): The Director of Nursing (DON) is the professional level Registered Nurse providing nursing oversight for all included institutions. This person administers, supervises, and coordinates the nursing program, and exercises judgment in formulating or assisting in the formulation of company policies and procedures that have significant impact on the delivery of nursing services to the inmate population. The Director of Nursing shall have as a minimum, three (3) years' of correctional Nursing Director or Supervisor experience within the past ten (10) years for multiple jails having a total inmate population of no less than 5,000 for the entire year; or three (3) years correctional Nursing Director or Supervisor experience within the past ten (10) years for one or more institutions at the state prison system level or the same experience at the federal prison system level or similar facility such as a military prison.

5.4.2 Project Staff References

The Proposer shall provide, for the individuals identified for the positions identified in Section 5.4.1, a minimum of two (2) and a maximum of four (4) references utilizing the form provided as ATTACHMENT 3 of this RFP. Reference(s) shall be completed and signed by the individual offering the reference, and certified by a notary public. Reference(s) shall demonstrate, at a minimum, the required timeframe of work experience and shall include statements supporting the ability of the individual to perform on the Contract resulting from this RFP. Employees, or former employees, of the Department may not be used and will not be accepted as references. Further, references will not be accepted from persons currently or formerly supervised by the person for whom the reference is being submitted or related to that person in any way. References shall be from objective sources. The Department reserves the right to contact references not listed in the Contractor's proposal.

5.5 Tab 5 – Financial Documentation

5.5.1 Proposer shall provide financial documentation that is sufficient to demonstrate its financial viability to perform as required under the Contract that results from this RFP. Three of the following five minimum acceptable standards shall be met, one of which must be either item 4, or item 5, immediately below. Unless otherwise stated, the Proposer shall supply the following information, in TAB 5 of its Proposal, for the legally qualified corporation, partnership or other business entity submitting the Proposal under this RFP that will be performing as the Contractor.

1. Current ratio: greater than or equal to .9:1
   Computation: Total current assets ÷ total current liabilities

2. Debt to tangible net worth: less than or equal to 5:1
   Computation: Total liabilities ÷ (net worth minus intangible assets)

3. Dun & Bradstreet Supplier Evaluation Risk (SER Score) Rating: less than or equal to 4 (on a scale of 1-9). If the proposer, in its own assessment of these financial viability requirements, needs this element to meet 3 of the 5 standards, the proposer must request a Supplier Qualifier Report (SQR) from Dun & Bradstreet (D&B) and provide a copy of the SQR to the Department with the original proposal package. Otherwise, it is not required to submit the SQR, unless the proposer is uncertain of the Department's evaluation of all of these requirements. Instructions to obtain the SQR are included in ATTACHMENT 9.

4. Existing annual sales or revenue as reported in the calendar or fiscal year ended in 2010: greater than or equal to $500 million

5. Total equity as reported in the calendar or fiscal year ended in 2010: greater than or equal to $50 million

NOTE: The Department acknowledges that privately held corporations and other business entities are not required by law to have audited financial statements. In the event the Proposer is a privately held corporation or other business entity whose financial statements ARE audited, such audited statements shall be provided. If the privately held corporation or other business entity does not have audited financial statements, then unaudited statements or other financial documentation sufficient to provide the same information as is generally contained in an audited statement, and as required below, shall be provided.

The Department also acknowledges that a Proposer may be a wholly-owned subsidiary of another corporation or exist in other business relationships where financial data is consolidated. Financial documentation is requested to assist the Department in determining whether the Proposer has the financial capability of performing the contract(s) that is issued pursuant to this RFP. The Proposer MUST provide financial documentation sufficient to demonstrate such capability including, where possible, financial information specific to the Proposer itself. All documentation provided will be reviewed by an independent

CPA and should, therefore, be of the type and detail regularly relied upon by the certified public accounting industry in making a determination or statement of financial capability.

If two or more proposers propose a joint venture in response to this RFP, then the assets, liabilities, equity and revenues for each of the members of the joint venture will be combined, to determine if the joint venture collectively meets the financial requirements under Section 5.5.1, items 1, 2, 4, and 5. If the Dun and Bradstreet Supplier Evaluation Risk Rating is necessary to meet three of the five minimum requirements, then all members of the joint venture must provide a copy of their respective Supplier Qualifier Report and all must report a rating of less than or equal to 4, in order for the joint venture to meet this requirement.

Proposers who are submitting a proposal as a joint venture shall include a written joint venture agreement with their project proposal. All parties to the joint venture shall be required to submit a performance bond.

5.5.2 To determine the above minimum acceptable standards the most recent available and applicable financial documentation for the Proposer shall be provided. This documentation shall include:

The most recently issued audited financial statements (or if unaudited, reviewed in accordance with Statements on Standards For Accounting and Review Services, issued by the American Institute of Certified Public Accountants). All financial statements shall include the following for the most recent, audited or reviewed financial statements for the proposer's fiscal year or calendar year, ended no earlier than 2010.

1. Independent Accountants' reports on the financial statements;

2. Balance Sheet;

3. Statement of Income or Comprehensive Income;

4. Statement of Retained Earnings or Changes in Stockholders' Equity;

5. Statement of Cash Flows;

6. Notes to Financial Statements;

7. A copy of the Dun & Bradstreet Supplier Qualification Report dated on or after June 30, 2011 (if necessary); and

8. This section of TAB 5 shall include a statement indicating that the CEO and/or CFO of the Proposer has taken personal responsibility for the thoroughness and correctness of all financial information supplied with Proposer's proposal.

5.5.3 Failure to provide any of the aforementioned financial information may result in proposal disqualification.

5.5.4 Evaluation of the financial documentation provided by Proposers will be conducted as provided in Section 6 of this RFP.

5.6 Tab 6 – Technical Proposal/Service Delivery Narrative

The Proposer shall provide a Technical Proposal/Service Delivery Narrative identifying how the Proposer will meet the Statement of Purpose and Scope of Services Sought, respectively, of this RFP. The Technical Proposal/Service Delivery Narrative shall be prepared in such a manner that it will be understandable to individuals on a programmatic and management level. The proposal shall fully describe the Proposer's methodology for meeting the Department's requirements for service delivery outlined in Section 2 and Section 3, and shall specifically address any value-added services as described in Section 3.38. The proposal shall contain sufficient detail addressing all elements of the required services and shall be prepared in such a manner that will clearly indicate the proposer's understanding of

the services sought by the Department as set forth in the RFP. The Proposer shall insert the Technical Proposal/Service Delivery Narrative under Tab 6 of the Project Proposal.

The Technical Proposal/Service Delivery Narrative shall include all areas addressed in the Scope of Services not otherwise addressed and, at a minimum, the following service delivery information:

The Department seeks insightful proposals that describe proven, state-of-the-art methods. Recommended solutions should demonstrate that the Proposer would be prepared to quickly undertake and successfully complete the required tasks. The Proposer's work plan should include a staffing plan that will clearly and specifically identify key personnel assignments and the number of hours by individual for each task. (NOTE: The staffing plan should be consistent with the Work Plan). After award, the Work Plan will become the Proposer's master plan to fulfill the Contract. It will incorporate other plans required by this RFP, if any. The Work Plan must be as complete as possible at the time of submission. It must:

1. Describe the Proposer's proposed organization(s) and management structure responsible for fulfilling the Contract's requirements.
2. Describe the methodologies, process, and procedures the Proposer's proposed organization(s) would follow to do the work.
3. Define the Proposer's' quality review process and describe how communication and status review will be conducted between all parties.
4. Describe the work reporting procedures required for the successful completion of the work.
5. Address potential problem areas, recommended solutions to the problem areas, and any assumptions used in developing those solutions.

NOTE: Each of the above elements must be addressed separately and tabbed individually.

5.6.1 Contractor's Proposed Work Plan

To ensure the proposer's network is adequate to serve the Department's inmate, the Contractor will include written descriptions of the following:

1. Establishment of a network of regional and tertiary care settings for outpatient specialty services, including dental care.
2. Establishment of a network of regional and tertiary care settings for inpatient care services.
3. Establishment of arrangements for local off-site emergency room services, including transportation.
4. Establishment of a process for managing prior approval for elective off-site medical transportation for outpatient care, for inpatient care (not excluding mental health care when off-site inpatient mental health care placement is necessary), for placement in on-site infirmaries, mid-level residential mental health treatment settings, and for acute care mental health treatment units.
5. Management of a prior approval process for emergency travel within one business day, and that provides a clear process for dispute management.

5.6.2 Clinical Services/Outcomes

1. Describe current/actual clinical service capabilities in state correctional health care including resources (provide names and credentials of the Proposer's clinical experts).
2. Detail the Proposer's programming currently available in other state correctional health care contracts, and demonstrate how the programs are currently meeting the needs of states serviced.
3. Describe and enumerate your organization's clinical and administrative management oversight positions (e.g., directors, program managers, supervisory personnel, administrative services staff, etc.) which would be utilized to support the clinical staff assigned to the Department's mission. These may be identified as on-site or at the corporate center or at the Department's Central Office.
4. Provide a sample organizational chart showing the typical positioning of medical staff in a health unit.

5. Identify your prior success in terms of percentages and numbers in matching paid salaries and benefits of retained health services employees. Describe variances in salaries/benefits by positions within correctional institutions where you have had or believe you will have the most difficulty in matching salaries/benefits.
6. Describe how your organization typically adjusts staffing patterns to increase or downsize the number of staff currently assigned. Identify which position classifications are most often affected.
7. Identify the typical range of vacant positions in your contracted correctional institutions and/or other contracted facilities and identify which positions are most difficult for you to fill.
8. Describe methods your organization uses to recruit and retain qualified and competent employees.
9. Utilizing your current pay and benefits schedule for Florida and/or the U.S. Southeast region, provide an estimate of personnel costs assuming all positions listed on the Proposer's staffing plan are filled for a 12 month period.
10. Describe how your organization will maintain ACA and/or NCCHC Health Accreditation for state correctional health care.
11. Monitoring – How will the Proposer monitor and audit its clinical programs for effectiveness? What clinical monitoring systems does the Proposer currently use in its other similar programs?
12. Assessment and Treatment – What are the core elements of treatment from patient referral, identification of illness, and initial clinical consult through each level of care?
13. Healthcare Services – How will the Proposer manage overall delivery of healthcare services? Will clinicians be employees of the Proposer or be retained as independent contractors?
14. How will the Proposer schedule and supervise psychiatric services and psychiatrist participation? How will the Proposer ensure the availability of on-site psychiatrists?
15. Describe your organization's capability to provide contracted staff to adequately fill positions listed in the Proposer's staffing plan adequate numbers to provide full support to the patient population.
16. Identify the period of time required from contract award to fully staff positions and make health care services operational using 100% contracted staff
17. Describe the process you will use to interview and retain qualified Department health services employees upon contract award
18. What clinical treatment guidelines, best practice measures, and training programs does the Proposer currently have in place for the delivery of healthcare services?

5.6.3 Training

1. Training – What are the current clinical training programs and their ability to implement them for the Agency's contract?
2. What is the Proposer's approach to staff training?
3. What resources does the Proposer currently have for staff training?
4. Who provides the training?
5. Identify and provide the background of the persons providing training.
6. Submit example training programs from existing state correctional health care contracts that the Proposer currently serves.
7. What security, administrative, and medical personnel training does the Proposer currently provide in the arena of state correctional health care? Submit examples from all states where the Proposer has state correctional health care contracts.

5.6.4 Quality Assurance Program

The Contractor shall describe how it will implement and maintain a continuous quality improvement program (Quality Assurance Program) that incorporates clinical and non-clinical findings from the various workgroups and management reports. In addition, the program shall review additional issues based upon frequency of occurrence and severity of impact. Mortality reviews shall be conducted after every death. The proposer should describe how they will incorporate the program with existing committees and the flow of information from institution to Central Office.

Contractor and Department staff will run the Quality Assurance Program jointly. The proposer should describe the process that will be followed to achieve consensus regarding appropriate criteria screens. The proposer also shall describe how it will develop and implement plans to address findings.

All Contractors will cooperate in the performance of joint mortality reviews, with the results to be reviewed by the joint institution and Contractor's quality assurance workgroups. Contractors should define their peer review processes; the results of peer reviews will be shared with the Department's peer review workgroup and with the joint quality assurance workgroup as appropriate.

5.6.5 Program Management

Submit an overall Program Management Plan including, but not limited to:

1. A detailed description of the program management plan for this health care Contract.
2. Describe how your organization will provide services in accordance with ACA and/or NCCHC standards of care.
3. A list of each program's health managers and their contact information, credentials, and years of experience in state correctional healthcare.
4. Evidence regarding the Proposer's ability to recruit and retain qualified health program managers.
5. A description of each administrative and management position.
6. A description of how the Proposer will provide management services to each facility.
7. The Department is seeking medical services under the supervision of a board certified physician licensed by the Florida Board of Medical Examiners in general medicine or internal medicine. Provide information in response to the following:
   a. Explain the availability of such a professional through your organization.
   b. Provide a copy of your company's organizational chart identifying how clinical oversight is provided.
8. A description of how the Contractor will provide the following mandatory personnel:

   Physicians:
   Physicians who are board eligible or board certified in family medicine, internal medicine, or emergency medicine; licensed in the State of Florida with no conflicting restrictions.

   Nurse Administrators:
   - Three years (3) professional nursing experience functioning as part of a multi-disciplinary health care team.
   - Twelve months experience in a supervisory capacity at a clinical or health care institution.
   - Licensed to practice nursing in the State of Florida with no restrictions.

   Staff Nurses:
   - Twelve (12) months experience functioning as part of a multi-disciplinary health care team.
   - Licensed to practice nursing in the State of Florida with no restrictions.

   Dentists - Clear, Active, unrestricted Florida License in Dentistry with no conflicting restrictions.

   Optometrists - Clear, Active, unrestricted Florida License in Optometry Pharmacist – Clear, Active, unrestricted Florida License in Pharmacy

   Consultant Pharmacist - Clear, active, unrestricted Florida Consultant Pharmacist License

   Psychologist - Clear, Active, unrestricted Florida License

   Psychiatrist - Clear, Active, unrestricted Florida License

   Mid Levels:

- Physician Assistants and Nurse Practitioners; licensed in the State of Florida with no conflicting restrictions
- Mental Health Professionals, LCSW, LPC MSW licensed in the State of Florida with no conflicting restrictions
- Dental Hygienists; licensed in the State of Florida with no conflicting restrictions.

The qualifications of Contractor's personnel are material to the Department's evaluation and subsequent award of the Contract. Any personnel identified in the Proposal will be considered the standard by which any subsequent replacement personnel will be evaluated. The Contractor is not to propose personnel solely as a startup effort, with the intention of introducing replacement personnel at the earliest possible opportunity. Contractor shall have all key personnel hired by the commencement of the contract

The Department will be moving to a paperless health record system. Proposers shall submit in their proposal a short-term classical paper-based health record and shall submit a plan to migrate from a paper-based health record to paperless health record system. The plan submitted by the Proposer must address such issues as hardware, software, transition, technical support, ongoing maintenance, software updates, training and ownership at the termination of the contractual period. The plan shall include a timeline for a phased-in implementation by institution or region, to be fully completed within one year of contract execution.

5.6.6 Pharmaceutical Services

The Contractor shall be responsible for all pharmacy institutional licenses, non-formulary medications and emergency prescriptions filled at local pharmacies. If pharmaceutical services are awarded to the contractor, the contractor shall also be responsible for all pharmaceutical services including prescription records, inmate prescriptions and stock medications. All pharmacy services shall be in accordance with all applicable federal and state laws, rules, and regulations, Department of Corrections' rules and procedures, and Health Services Bulletins/Technical Instructions applicable to the delivery of pharmacy services in a correctional setting. All pharmaceutical services must be at the direction of a licensed Florida pharmacist.

5.6.6.1 The Contractor shall provide a plan to carry out pharmaceutical operations as stated in Section 3, Scope and Services Sought, pharmacy services that include, but shall not be limited to:

1. Controlled substances accountability
2. Medication administration record utilization
3. Drug Exception Request (DER), if applicable
4. Monthly reports as to the number of prescriptions written, medications dispensed and as needed reports
5. Reporting of medication nursing errors
6. Medication pharmacy errors
7. Corrective action plans
8. Return and refund for unused medication
9. Emergency medication acquisition
10. Pharmacist consultation: Consultant Pharmacist of Record and policies and procedures
11. Pharmacy inspections
12. Pharmacy medication education materials
13. Institutional pharmacy perpetual inventory
14. Formulary
15. Unit-dose packaging method for all medications
16. Pharmacy and Therapeutics Workgroup
17. Continuous Quality Improvement Program
18. DEA License verification
19. Institutional Drug Room License
20. Medication renewal tracking system
21. Drug storage and delivery services
22. IV Drugs
23. Accountability and destruction process

24. Stock medication procedure
25. Process for timely dispensing and delivery of prescriptions and orders
26. Back-up pharmacy services
27. Consultant pharmacy inspections
28. All pharmacy licenses, not otherwise stated
29. All Pedigree requirements, not already stated
30. A policy and procedure manual for pharmacy operations
31. Pharmacy software system containing requirements in Pharmacy Services Scope of Services
32. Procedure for transferring prescription files to the Department or another vendor upon contract termination, a minimum of 7 (seven) days prior to contract termination

5.6.6.2 Identification of Pharmacy Vendor

The Contractor shall provide the following information regarding the contractor's selected pharmaceutical vendor:

1. Name of Vendor
2. Location of Vendor's Parent Company
3. Location of any branch or warehouse supplying medications to any Florida correctional institution
4. Any company or corporation affiliation with the Contractor

5.6.6.3 Identification of Pharmacy Cost

In the cost proposal, the price allocated to pharmacy should be identified as part of the comprehensive bid price. An explanation for the following charges to the Contractor for pharmaceutical services should be included:

1. Describe the expected percentages of payment regarding Wholesale Acquisition Cost or Acquisition Wholesale Price of Pharmaceuticals.
2. The estimated percentages of the overall pharmaceutical cost charges by pharmacy vendor to the Contractor for the monthly administrative fee.

Identify in the Proposal what percentage of the comprehensive health care bid price is dedicated to the total cost of pharmaceuticals.

5.6.7 Access to Care

Describe in detail how your organization will provide unimpeded access to medical care. Describe how your organization will ensure, through direct service or referral, unimpeded access to care that meets the inmates' identified medical, dental, pharmaceutical, mental health needs and recognize and treats the complexity of and can provide for care ranging from trauma to primary care events.

The Proposer is also required to:

1. Submit a detailed staffing plan showing the number of staff and number of hours/days proposed in meeting the work requirements.

2. Provide a proposed table of organization governing on-site operations at the two Department secure institutions. The table must reflect the corporate supervision of all administrative and line staff responsible for functional service delivery on-site and off-site.

3. Describe past and current ability to plan and staff a program of similar scope.

4. Include a list of names of the program administrator and clinical and support staff members. The Proposer will provide a description of the role of each staff member in the project, and a resume for each staff member that demonstrates the appropriate training, education, background, and/or experience with projects of comparable size and scope. The Proposer must also specify the job duties and discuss the qualifications of the proposed staff relative to such position requirements needed to perform the required health services.

5.6.8 Health Operational Oversight

Health services must be provided in a manner which meets established standards of the American Correctional Association (ACA) and/or National Commission on Correctional Health Care (NCCHC), Department, and all federal, state, and local laws. (Note that all of the activities undertaken in providing medical services to inmates are provided in an environment that encompasses every aspect of correctional health care.) The Proposer must define a system to provide for all of the following aspects of health care:

1. Medical services, to include on-site primary care, and medically necessary secondary, tertiary and emergency care.
2. Pharmacy services, all prescription medications, and over the counter medications to treat medical problems, pharmacy licenses, and consultant pharmacists.
3. On-site dental services: dental care, dental X-rays, and dental supplies including oral surgery when needed;
4. Specialty care as requested by primary care physicians or dentist;
5. Chronic care management;
6. Dialysis, radiotherapy and chemotherapy treatment;
7. Emergency medical care as requested by health care staff;
8. Hospitalization as required;
9. End-of-Life/Palliative Care
10. Optometry and eyeglass services;
11. Ancillary medical services, specifically including but not limited to: phlebotomy, laboratory, EKG and radiographic procedures and supplies;
12. Podiatry services medically indicated, including supplies, prescription, and procedures;
13. Emergency transport (ambulance);
14. Communicable disease and an institutional infection control program;
15. Lab services, including blood draws and supplies;
16. Routine physician care and periodic physical exams as required;
17. X-rays, X-ray interpretation and supplies;
18. Medical supplies
19. Prosthetics;
20. Medically-related office supplies and equipment;
21. Removal of all bio-hazardous, hazardous and/or other regulated EPA waste;
22. Nursing care on-site, 24 hours per day, seven days per week, including all holidays.
23. Sick call;
24. Management and ancillary staff to support health services program;
25. Medical and mental health reception process (initial intake screening)
26. All other items indentified in the Scope of Services not specifically address here.

5.6.9 Staffing Plan For Delivery of Care

All staffing plans must be approved by the Department. The proposer shall submit an initial staffing plan that ensures the effective and efficient delivery of all services outlined in this RFP. The proposer shall use the Department's current baseline staffing (outlined in EXHIBIT K) as the basis for developing the initial staffing plan that shall meet the inmates' clinical needs. However, in preparing the initial staffing plan, the proposer shall consider and explain the potential impact of technology enhancements (implementation of telehealth/telepsychiatry and an electronic health record) on staffing needs at each institution.

The staffing plan is subject to change throughout the life of the contract resulting from this RFP. In the event there are mission changes that impact on health services functions and responsibilities at institutions covered by this contract, the Department shall advise the vendor of such changes in writing and request an updated staffing plan. The Department must approve any and all revisions to the staffing plan

The Proposer must submit solutions for staffing the following areas:

1. Clinical. Required personnel to provide services listed in this RFP must be provided by the Proposer on a staffing matrix to be submitted with this RFP in an attachment. Clinical personnel must not be assigned job duties that would require them to work outside of their respective legal scope of practices as defined by state and federal laws.

2. Administrative. In addition to the above named staff, the Proposer shall supply adequate supervisory staff to ensure oversight of the activities of the program staff and to serve as a liaison to the Department's staff at each institution. The nature and qualifications of the staff designated as administrative must be delineated in the proposal.

3. Personnel Services. The Proposer must list its ability and expertise for the following topics:

    - Recruitment practices - Include a description of recruiting capabilities and the ability to respond to acute recruitment needs prior to the start of the contract.
    - Equal employment opportunities
    - Licensure/certification requirements
    - Staff training and personnel development
    - Orientation of new personnel
    - Continuing education
    - In-service training.

5.6.10 Description of Special Program Areas

1. Re-entry Programs – Describe in detail what the Proposer is doing in other state correctional health contracts. The Department is looking to see how the Proposer's programs aid in the reduction of recidivism and in the delivery of continuation of care from prison to the community.
2. Behavior Management Programs – Submit examples of such programs from other state correctional mental health care contracts that the Proposer serves.
3. Special Population Management – Again submit program details for inpatient units from other state correctional mental health care contracts.
4. Describe mental health programming for other state correctional mental health contracts for mentally ill inmates in administrative segregation (what the Department refers to as Close Management).
5. Specify the policies and procedures to be utilized by your organization to deal with inmate complaints regarding any aspect of the health care delivery system.

5.6.11 Utilization Management and Utilization Review

1. The Proposer shall provide proposed methods for conducting UM and Utilization Review of the health case load and various service levels.
2. The service levels include Inpatient, Outpatient, Specialty and Crisis Intervention levels.
3. The system must include criteria for healthcare treatment, procedures and specialty care.
4. The system must be electronic and available to all institutions.
5. Provide actual programs and Outcomes in other state correctional health care contracts that the Proposer currently has.

5.6.12 Core Services delivered to provide a quality cost-effective program

1. Staffing, with specific numbers of all staff that will be provided by facility and position in key categories such as clinicians, registered nurses, clinical associates, psychologists, mental health specialists, psychiatrists, dental assistants, dental hygienists, consultant pharmacists, licensed practical/vocational nurses, etc. This shall include full position descriptions and proposed work schedule.
2. Credentialing Plan – Describe current initiatives and evidence to substantiate how the Proposer will ensure only credentialed professionals work for the Agency.
3. Cost Containment.
4. Recruitment Plan to ensure maintenance of professional clinical health staff and describe current recruiting resources that will be dedicated to the agency.

5.6.13 Core Services delivered to provide a quality assurance-effective program

1. Describe your Quality Assurance plans specific to the needs of the Department.
2. Samples of other state correctional health care quality assurance programs, initiative, and outcomes shall be provided.
3. Describe the organization and management responsibilities of the QA plan and how it will integrate with that of the Agency and other stakeholders including that of the medical program.
4. Outcomes data should measure the ability of the plan to ensure with compliance with applicable standards such as ACA and/or NCCHC requirements, Agency Policies, and key aspects of patient care.

5.6.14 Medication Management

1. What resources does the Proposer have to ensure the appropriate and the effective use of medications?
2. Formulary management plan should be provided, and examples of its formulary management plan from other programs.
3. Utilization Review of high-cost medication management must be provided. Specifically, describe how the prescribing pattern of each provider will be monitored, reviewed, and addressed in cases of variation from the norm. Also, provide examples of this from other state correctional health programs that the Proposer currently serves.
4. Treatment Guidelines – Provide copies of any current treatment guidelines used in any other state correctional health programs and any proposed guidelines for use in the Agency's program.
5. Training – Submit a description of actual training programs for medication management in any other state correctional health care programs that the Proposer currently serves.
6. Outcomes – Give examples of pharmacy management initiatives in other contracts the Proposer currently serves with regards to state correctional health care.
7. Transition Plan – Submit a plan, with timelines, for the transition of all pharmacy licenses and inmate prescription transfers to the new vendor.

5.6.15 Suicide and Self-Injury Prevention

Provide a narrative describing the Contractor's existing suicide and self-injury prevention program, including specific examples from other state correctional mental health care contracts that currently exist. The Department wants to see evidence of a continual high level of awareness facility-wide versus simple one-time training. Give examples how the Contractor will be aware facility by facility, and how the Contractor will work with security and other Agency personnel to make suicide prevention and self-harm prevention an ongoing process in the mental health care delivered to the Agency. Specific data from other state correctional mental health care facilities shall be submitted along with suicide rates in all mental health care contracts the Proposer currently serves.

5.6.16 Description of approach to applying the principles of Managed Care to the delivery of comprehensive healthcare services to inmates.

5.6.17 Description of approach for addressing and resolving legitimate inmate healthcare grievances and implementing corrective action to prevent recurrence.

5.6.18 Description of approach to providing basic healthcare to inmates housed in confinement units and of working with institutional security to ensure appropriate and efficient access to healthcare.

5.6.19 Description of approach to the development and implementation of disease management programs in providing care to inmates with chronic illnesses.

5.6.20 Description of approach to the timeframe for the implementation of the delivery of healthcare at each institution.

5.6.21 Description and diagram of complete data network with redundancy components.

5.6.22 HIV Positive Inmates

Please explain how you will coordinate the delivery of services to HIV+ inmates in the Department's immunity clinics.

5.6.23 Private Correctional Facilities

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

The contractor shall describe how it will support the functions outlined above.

5.6.24 Specialty Programs

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

5.6.25 Statement of Acceptance

The Contractor verifies that they shall not dispute or refuse acceptance of any inmate assignment based on any medical and/or mental health condition(s). Furthermore, no additional compensation shall be granted to the Contractor unless the conditions under Chapter 287, Florida Statutes has been satisfactorily met and/or allowed. The Contractor attested that they shall not terminate the contract during the initial period based upon monetary losses and acknowledged that termination for this purpose shall result in damages assessed at the full contract compensation to the State payable within 90 days of notice by the Contractor.

5.7 Tab 7 – Contact for Contract Administration

The Proposer shall complete ATTACHMENT 4 of this RFP and insert it under Tab 7 of the Proposal.

5.8 Tab 8 – Certification of Drug Free Workplace Program

The State supports and encourages initiatives to keep the workplaces of Florida's suppliers and contractors drug free. Section 287.087 of the Florida Statutes provides that, where identical tie proposals are received, preference

shall be given to a proposal received from a Proposer that certifies it has implemented a drug-free workplace program.

If applicable, the Proposer shall complete and sign ATTACHMENT 5 of this RFP (Certification of Drug Free Workplace Program), and insert it under Tab 8 of the Proposal.

5.9 Tab 9 – Addendum Acknowledgment Form

The Proposer shall complete and insert each Addendum Acknowledgment Form received (example shown as ATTACHMENT 6 of this RFP) under Tab 9 of the proposal, if appropriate.

5.10 Tab 10 – Minority/Service Disabled Veteran Business Enterprise Certification

If applicable, the Proposer shall provide a current and valid copy of their certification as a minority or service-disabled veteran business enterprise issued by the Office of Supplier Diversity (formerly called the Commission on Minority Economic Business and Development) and insert it under Tab 10 of the proposal.

5.11 Price Proposal

Pursuant to Senate Bill 2000 (see EXHIBIT X), any intent to award for comprehensive health services is contingent upon a cost savings of at least seven percent less than the Department's Fiscal Year 2009-2010 healthcare expenditures (see EXHIBIT E).

5.11.1 Submission Requirements

The Price Information Sheet should be submitted with the most favorable terms the Proposer can offer. By submitting an offer under this RFP, each Proposer warrants its agreement to the prices submitted. The Department may reject any and all price proposals that are conditional, incomplete or which contain irregularities.

Though the Department seeks an overall single capitation rate, per-inmate, per-day, proposers must provide a cost breakdown for off-site hospitalization, outpatient surgeries, pharmacy services, mental health services, medical, dental, electronic health record, telemedicine, accreditation, administrative costs, overhead, and profit as it applies to the Department's comprehensive contract. Pricing information must be submitted using the pricing worksheets provided with this request for proposals with the understanding that all price proposals must be consistent in all documents. This information is needed to examine the adequacy of the overall flat price.

The institutions' population reported in EXHIBIT A identifies both the estimated population (2010) and each institution's capacity. The Proposer shall use average daily population to determine the firm, fixed per-inmate-per-day costs by institution.

The Proposer shall include within the proposal the following documents:

- A per unit cost for each job title included on the proposed staffing matrix/plan.
- A summary pricing matrix with all costs allocated to specific categories.

Information that is deemed as proprietary in nature must be clearly marked.

The Proposer shall submit a completed Price Information Sheet and Pricing Matrix worksheets (ATTACHMENT 11) for the provision of services outlined in this RFP. All prices indicated shall be inclusive of the necessary personnel, labor, equipment, materials, services, insurance and all other things required to provide full service delivery in accordance with the minimum requirements set forth in this RFP.

All price tables shall identify the name of the Proposer and date of submission, and shall bear the signature of a Business/Corporate Representative authorized to bind the Proposer to the prices proposed.

All calculations will be verified for accuracy by Bureau of Procurement and Supply staff assigned by the Department. In the event a mathematical error is identified the Unit Price submitted by the Proposer will prevail.

It is mandatory that the Proposer's Price Proposal, is received by the Department by the date and time specified in Section 4.2., Calendar of Events, and that it is completed as described within this section and any applicable worksheets. The Price Proposal may be submitted within the same box or container that the Project Proposal is submitted in (including all copies) as long as it is in a separately sealed envelope. As previously indicated, no cost information may be reflected in the Project Proposal.

Each Proposer shall submit one (1) separately bound, sealed and signed Cost Proposal, and three (3) copies, containing the proposed pricing methodology listed in Section 2.6 of the RFP using the Price Information Sheet (provided at the end of this document), and the Pricing Matrix worksheets (ATTACHMENT 11) as described below.

5.11.2 Price Information Sheet – Instructions

The Proposer shall enter a single capitation rate, per-inmate, per-day, for comprehensive health services in the appropriate column for the initial term of the Contract (years one (1) through five (5)), and for the renewal period (years six (6) through ten (10)) on the Price Information Sheet.

The single capitation rate, per-inmate, per-day shall be obtained from the sum of the totals, by category of service listed in the Summary Pricing Matrix, which is part of ATTACHMENT 11.

5.11.3 Pricing Matrix Worksheets Instructions

The Pricing Matrix (ATTACHMENT 11) should include per diem per-inmate fees for each category of service (medical, mental health, dental and pharmacy, and all related administrative staff, indirect costs and overhead). The Proposer shall utilize the electronic version of the Pricing Matrix worksheets when submitting their proposal.

The Proposer shall complete and submit, as part of its Price Proposal, two separate sets of the Pricing Matrix, one for the initial term of the Contract, and one for the renewal period. The two sets shall be identified accordingly.

5.11.3.1 Summary Pricing Matrix: This is a multi-tab worksheet that contains the Summary Pricing Matrix (first tab) and detailed pricing matrices by category of service (Administrative, Medical, Mental Health, Pharmacy, Dental, Key Management Staff, and Electronic Health Records tabs). In the Summary tab, all figures will calculate automatically from the detailed pricing matrices. The lower portion of the worksheets offer the Proposer space for comments regarding their assumptions in pricing or other comments that the Proposer wishes to provide.

The proposer shall also complete, and provide as part of its price proposal, the "Summary Pricing Matrix – Rx Removed" worksheets, in the event the Department decides to remove pharmacy services from this solicitation, if it is determined to be in the best interest of the State.

NOTE: Do not enter numbers into any cell with $0.00 in the cell upon opening the file. These cells include formulas that will automatically calculate per diem per inmate fees, sub-totals, totals and the Summary Pricing Matrix. Only enter figures into the "Absolute Dollars" columns on the service category-specific sheets, which are blank. Per diem per inmate fees, sub-totals and totals on these sheets will calculate automatically.

5.11.3.2 ADP – Comprehensive: Insert the Per Diem Rate Proposed (Price per Inmate per Day - Unit Price) in Row 2, Column F, of the worksheet tab corresponding to the services required in this RFP. All cells will be automatically populated to obtain Daily, Monthly, and Yearly Totals.

The proposer shall also complete, and provide as part of its price proposal, the "ADP – Comprehensive – Rx Removed" worksheet, in the event the Department decides to remove pharmacy services from this solicitation, if it is determined to be in the best interest of the State.

5.11.3.3 Staffing Master: Insert the number of staff filling each position class and their respective shift determination for the identified class title. The Proposer will populate at least the Key Management Staff sheet and the region(s) covered by the proposal for which the Proposer is submitting a price proposal. The number of individuals shall be the anticipated number of employees/staff the Contractor will initially utilize in order to fulfill the terms and conditions of the contract. Additionally, the Proposer will indicate the hourly wage and hourly benefit for the class title and the number of employees in those positions. The annual salary will calculate automatically and shall equal the salary and benefits pricing submitted on the Summary Pricing Matrix.

The Pricing Matrix Excel files should be saved in a manner that easily identifies the Proposer (i.e.: "Pricing Matrix – *Proposer Name*.xls" and submitted electronically, along with a copy of the written proposal. A hard copy of the pricing matrix worksheets should also be included with the proposal, as instructed at the beginning of Section 5.

The Proposer shall also address ownership issues of the hardware, software and data at the end of the contract.

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SECTION 6 – REVIEW AND EVALUATION PROCESS

The Department will conduct a comprehensive, fair, and impartial review and evaluation of all proposals received in response to this RFP in compliance with the due dates specified in the Calendar of Events (Section 4.2). The review and evaluation will be conducted in accordance with the process set forth in Section 6.2, Review and Evaluation Process.

Issuance of this RFP in no way constitutes a commitment by the Department to award a contract.

This section provides an overview of the proposal review and evaluation process. It follows the process from proposal receipt to final contract award. The process itself is divided into eight separate phases. These phases are:

- Phase 1 – Public Opening and Review of Mandatory Responsiveness Requirements/Fatal Criteria (Tab 1)
- Phase 2 – Review of Financial Documentation (Tab 5)
- Phase 3 – Evaluation of Business/Corporate Qualifications (Tab 3), Project Staff (Tab 4), and Technical Proposal/Service Delivery Narrative (Tab 6)
- Phase 4 – Review of Business/Corporate References, Personnel References, and Other Submission Requirements (Tabs 3, 4, 7, 8, 9, and 10)
- Phase 5 – Public Opening of Price Proposals
- Phase 6 – Review of Price Proposals
- Phase 7 – Ranking of Proposals
- Phase 8 – Notice of Agency Decision

Phases 1, 4, 5, 6 and 7 will be completed by staff members of the Department's Bureau of Procurement and Supply (BPS).

Phase 2 will be completed by an Independent Certified Public Accountant.

Phase 3 will be completed by the Proposal Evaluation Team. A Proposal Evaluation Team will be established to assist the Department in the evaluation of the proposals. Any proposal failing to meet mandatory responsiveness requirements/fatal criteria will not be evaluated. The Team will evaluate the Business/Corporate Qualifications, Project Staff information, and Technical Proposal/Service Delivery Narrative of all proposals that meet mandatory responsiveness requirements/fatal criteria. The Proposal Evaluation Team will score the Business/Corporate Qualifications, Project Staff information, and Technical Proposal/Service Delivery Narrative according to established criteria.

6.1 Proposal Review and Evaluation Points

The following shows the maximum number of points that may be awarded for each part of the submitted Project Proposal and Cost Proposal:

Mandatory Responsiveness Requirements/Fatal Criteria	0 points
Executive Summary and other Proposal Submissions	0 points
Category 1 – Business/Corporate Qualifications (Tab 3)	100 points
Category 2 – Project Staff (Tab 4)	100 points
Category 3 – Technical Proposal/Service Delivery Narrative (Tab 6)	400 points
Category 4 – Price Proposal	400 points
TOTAL POSSIBLE POINTS	1,000 points

6.2 Review and Evaluation Process

6.2.1 Phase 1 – Public Opening and Review of Mandatory Responsiveness Requirements/Fatal Criteria (Tab 1)

Proposals will be publicly opened at the date and time specified in Section 4.2, Calendar of Events. Proposals will be reviewed by BPS staff to determine if they comply with the mandatory responsiveness requirements/fatal criteria listed in Section 5.1 of this RFP. This will be a yes/no review, conducted by BPS staff, to determine if all requirements have been met. Failure to meet any of these mandatory responsiveness requirements will render a proposal non-responsive and result in rejection of the entire proposal. Further evaluation will not be performed. No points will be awarded for passing the mandatory responsiveness requirements.

6.2.2 Phase 2 – Review of Financial Documentation (Tab 5)

The Proposer's Financial Documentation provided in Section 5.5 will be evaluated by an Independent Certified Public Accountant to determine the Proposer's financial capability. No points will be awarded for the Financial Documentation Review. In order to be deemed responsive, a proposer must meet three of the five minimum acceptable standards outlined in Section 5.5.1; one of the three standards must be either item 4, or item 5.

6.2.3 Phase 3 – Evaluation of Business/Corporate Qualifications (Tab 3), Project Staff (Tab 4), and Technical Proposal/Service Delivery Narrative (Tab 6)

Only those proposals, which have met the mandatory responsiveness requirements, will be considered responsive and will be delivered to the Proposal Evaluation Team to be evaluated as described in Phase 2. All evaluation criteria to be utilized in evaluation of each category of the Evaluation of Business/Corporate Qualifications (Tab 3), Project Staff (Tab 4), and Technical Proposal/Service Delivery Narrative (Tab 6), are listed in ATTACHMENT 7.

NOTE: In order to be considered responsible for Categories 1, 2, and 3, proposals must receive at least ninety percent (90%) of all possible points available for each category.

6.2.3.1 Category 1 – Proposer's Business/Corporate Qualifications (Tab 3)

The Proposer's Business/Corporate Qualifications will be evaluated by the Proposal Evaluation Team based on the information supplied by the Proposer as required in Section 5.3. The factors to be considered in evaluating the Proposer's Business/Corporate Qualifications are listed in ATTACHMENT 7. A maximum of one hundred (100) points will be given to the Proposer with the Business/Corporate Qualifications that received the highest number of points. Points for the other proposal will be determined using the following formula:

$$\frac{(X)}{N} \times 100 = Z$$

Where: N = highest actual Business/Corporate Qualifications points received by any proposal
X = actual Business/Corporate Qualifications points received by Proposer
Z = awarded points

6.2.3.2 Category 2 – Project Staff (Tab 4)

The Proposer's Project Staff will be evaluated based on the information supplied by the Proposer in response to Section 5.4. The factors to be considered in evaluating this category are listed in ATTACHMENT 7.

A maximum of one hundred (100) points will be given to the Proposer with the Project Staff section that received the highest number of points. Points for the other proposals will be determined using the following formula:

$$\frac{(X)}{N} \times 100 = Z$$

Where: N = highest actual Project Staff points received by any Proposer
X = actual Project Staff points received by the Proposer's proposal
Z = awarded points

6.2.3.3 Category 3 – Technical Proposal/Service Delivery Narrative (Tab 6)

The Technical Proposal/Service Delivery Narrative will be evaluated based on the information supplied by the Proposer in response to Section 5.6. The factors to be considered in evaluating the Technical Proposal/Service Delivery Narrative are listed in ATTACHMENT 7.

A maximum of four hundred (400) points will be given to the Proposer with the Technical Proposal/Service Delivery Narrative section that received the highest number of points. Points for the other proposals will be determined using the following formula:

$$\frac{(X)}{N} \times 400 = Z$$

Where: N = highest actual Technical Proposal/Service Delivery Narrative points received by any Proposer
X = actual Technical Proposal/Service Delivery Narrative points received by the Proposer's proposal
Z = awarded points

6.2.4 Phase 4 – Review of Business/Corporate References, Personnel References, and Other Submission Requirements (Tabs 3, 4, 7, 8, 9, and 10)

The BPS staff will review business/corporate references and personnel references, as provided by the Proposers, described in Sections 5.3.4 and 5.4.2, respectively, and may contact references for additional information/verification of business experience. In addition, BPS staff will review other proposal submission requirements (Tabs 7 through 10) as determined necessary. The Department is not limited to verifying references submitted solely by the Proposers and may utilize other sources.

6.2.4 Phase 5 – Public Opening of Price Proposals

The Price Proposal will be publicly opened at the date and time specified in Section 4.2, Calendar of Events, on all proposals qualified for evaluation.

6.2.6 Phase 6 – Review of Price Proposals (Category 4)

Price Proposals will be reviewed by BPS staff to determine if they comply with the mandatory responsiveness requirements/fatal criteria listed in Section 5.1 of this RFP. This will be a yes/no review, conducted by BPS staff, to determine if all requirements have been met. Failure to meet any of these mandatory responsiveness requirements will render a proposal non-responsive and will result in rejection of the entire proposal. Further evaluation will not be performed. No points will be awarded for passing the mandatory responsiveness requirements.

The price proposals that meet mandatory responsiveness requirements will be reviewed by BPS staff to determine price points. These Price Proposals will be examined to determine if they are consistent with the Project Proposals and that all calculations are accurate. In the event a mathematical error is identified, Unit prices submitted by the Proposer will prevail.

A maximum of four hundred (400) points will be awarded for Price Proposal.

The Price Proposals utilizing the Price Information Sheet with the lowest verified Single Capitation Rate Per-Inmate Per-Day (Unit Price) will be awarded four hundred (400) points. All other price proposals will receive points according to the following formula:

$$\left(\frac{N}{X}\right)^3 \times 400 = Z$$

Where: N = lowest verified Single Capitation Rate Per-Inmate Per-Day (Unit Price) of all Price Proposals
X = Proposer's proposed Single Capitation Rate Per-Inmate Per-Day (Unit Price)
Z = points awarded

6.2.7 Phase 7 – Ranking of Proposals

The points awarded for Categories 1 through 4 (Business/Corporate Qualifications, Project Staff, Technical Proposal/Service Delivery Narrative, and Price Proposals), will be totaled to determine the final score of all proposals. A final ranking of proposals will then be determined.

6.2.8 Phase 8 – Notice of Agency Decision

The Department will post a notice of Agency Decision as described in Section 4.4 of the RFP.

The Department has released three separate solicitations for comprehensive healthcare services to be provided by single contractors in Regions I, II, and III, respectively. In the event the Department determines that it is in the best interest of the State to make an award to a single contractor for services in each of the three regions, the Department will make such determination by rejecting all bids related to the multiple-region contract option.

6.3 Incomplete Pricing Sheet

Any Price Information Sheet that is incomplete or in which there are significant inconsistencies or inaccuracies may be rejected by the Department. No deviations, qualifications, or counter offers will be accepted. The Department reserves the right to reject any and all proposals.

6.4 Identical Tie Proposals

When evaluating bids/proposals/responses to solicitations, if the Department receives identical pricing or scoring from multiple vendors, the Department shall determine the order of award using the criteria set forth in Rule 60A-1.011, FA.C., and Chapter 295.187, F.S.

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SECTION 7 – CONTRACT TERMS AND CONDITIONS

This section contains standard terms and conditions that shall be included in any Contract resulting from this RFP. By submitting a response to this RFP, the Proposer is deemed to have accepted these terms and conditions in their entirety.

7.1 Contract Document

When a contract is established between the Department and the Contractor for specific services, this RFP and the successful proposal shall be incorporated into and thereby become a part of that contract. If there is a conflict in language, the Department's Contract will govern.

7.2 Contract Term

The Department anticipates entering into a single contract under this RFP. It is anticipated that the initial term of any Contract resulting from this RFP shall be for a five (5) year period. At its sole discretion, the Department may renew the Contract for an additional five (5) year period. Renewal shall be contingent, at a minimum, on satisfactory performance of the Contract by the Proposer as determined by the Department, and subject to the availability of funds. If the Department desires to renew the Contract resulting from this RFP, it will provide written notice to the Proposer no later than ninety (90) days prior to the Contract expiration date.

7.3 Termination

7.3.1 Termination at Will

The Contract resulting from this RFP may be terminated by the Department upon no less than ninety (90) calendar days' notice, without cause, or by the Contractor upon no less than eighteen (18) months' notice, without cause, unless a lesser time is mutually agreed upon by both parties. Notice shall be delivered by certified mail (return receipt requested), by other method of delivery whereby an original signature is obtained, or in-person with proof of delivery.

7.3.2 Termination Because of Lack of Funds

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

7.3.3 Termination for Cause

If a breach of the Contract resulting from this RFP occurs by the Contractor, the Department may, by written notice to the Contractor, terminate the Contract resulting from this RFP upon twenty-four (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, Florida Administrative Code. The provisions herein do not limit the Department's right to remedies at law or to damages.

7.3.4 Termination for Unauthorized Employment

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

7.4 Payments and Invoices

7.4.1 Payment

The Contract(s) resulting from this RFP shall be a fixed rate/unit price contract based on a daily capitation rate. All charges must be billed in arrears in accordance with Section 215.422 of the Florida Statutes.

The Department will compensate the Contractor on a monthly basis, for the provision of comprehensive healthcare services as specified in the Scope of Service, at the capitation rate (unit price bid) per inmate times the average monthly number of inmates, times the number of days in the month. The average monthly number of inmates will be determined by the Department's official Monthly Average Daily Population (ADP) report. Payment for each facility shall begin at 12:01 a.m. on the implementation date contingent upon actual implementation of services. The Department requires a consolidated, single invoice, on a monthly billing cycle for services performed.

Monthly adjustments will also be made for costs defined as payable by the Contractor which have been paid by the Department or costs defined as payable by the Department which have been paid by the Contractor. Such adjustments will be added or deducted to the subsequent monthly payment after reconciliation between the Department and the Contractor. The monthly payment may also be adjusted based upon imposition of liquidated damages.

The cost of the Health Services Contract Monitors will be a deduction from the monthly management payment to the Contractor. The actual cost for such deductions will be based upon the appropriated rate, salary and expense dollars for the function.

The last payment of the Contract will be withheld until all pending adjustments including those provided for in Section 3.33 of this RFP, have been determined and reconciled.

7.4.2 MyFloridaMarketPlace Transaction Fee

The State of Florida has instituted MyFloridaMarketPlace, a statewide eProcurement System ("System"). Pursuant to Section 287.057(22), Florida Statutes, all payments shall be assessed a Transaction Fee of one percent (1.0%), which the Contractor shall pay to the State, unless otherwise exempt pursuant to Rule 60A-1.032, F.A.C.

For payments within the State accounting system (FLAIR or its successor), the Transaction Fee shall, when possible, be automatically deducted from payments to the Contractor. If automatic deduction is not possible, the Contractor shall pay the Transaction Fee pursuant to Rule 60A-1.031(2), F.A.C. By submission of these reports and corresponding payments, Contractor certifies their correctness. All such reports and payments shall be subject to audit by the State or its designee.

The Contractor shall receive a credit for any Transaction Fee paid by the Contractor for the purchase of any item(s) if such item(s) are returned to the Contractor through no fault, act, or omission of the Contractor. Notwithstanding the foregoing, a Transaction Fee is non-refundable when an item is rejected or returned, or declined, due to the Contractor's failure to perform or comply with specifications or requirements of the agreement.

Failure to comply with these requirements shall constitute grounds for declaring the Contractor in default and recovering reprocurement costs from the Contractor in addition to all outstanding fees. CONTRACTORS DELINQUENT IN PAYING TRANSACTION FEES SHALL BE EXCLUDED FROM CONDUCTING FUTURE BUSINESS WITH THE STATE.

NOTE: Currently, the Transaction Fee cannot be automatically deducted from payments to the Contractor.

7.4.3 Submission of Invoice(s)

The Contractor agrees to request compensation on a monthly basis for services rendered through submission to the Department of a properly completed invoice for each institution/facility serviced within fifteen (15) days following the end of the month for which payment is being requested. The Contractor shall submit invoices pertaining to this Contract to the Contract Manager. Invoices will be reviewed and approved by the Contract Manager and then forwarded to the appropriate Financial Services' Office for further processing of payment. The Contractor's invoice shall include the Contractor's name, mailing address, and tax ID number/FEIN as well as the Contract Number and date services provided. Every invoice must be accompanied by the appropriate supporting documentation as indicated in Section 7.4.4, Supporting Documentation for Invoice.

7.4.4 Supporting Documentation for Invoice

Invoices must be submitted in detail sufficient for a proper preaudit and postaudit thereof. The Contractor shall provide a monthly summary report as an attachment to the monthly invoice. Invoices will only be approved after receipt of the required invoice supporting documentation.

Services will be considered complete and certified as payable when the required monthly report for the previous month has been received. In the report is not received, payment for services provided will be withheld until the report is received.

7.4.5 Travel Expenses

The Department shall not be responsible for the payment of any travel expense for the Contractor which occurs as a result of the Contract resulting from this RFP.

7.4.6 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 the Contract resulting from this RFP.

7.4.7 Annual Appropriation

The State of Florida's and the Department's performances and obligations to pay for services under the Contract resulting from this RFP 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 the Contract resulting from this RFP.

7.4.8 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.

7.4.9 Timeframes for Payment and Interest Penalties

Contractors providing goods and services to the Department should be aware of the following time frames:

7.4.9.1 Upon receipt, the Department has five (5) working days to inspect and approve the goods and services and associated invoice, unless the ITB, RFP, or RFP specifications, or this Contract specifies otherwise. The Department has twenty (20) days to deliver a request for payment (voucher) to the Department of Financial Services. The twenty (20) days are measured from the latter of the date the invoice is received or the goods or services are received, inspected, and approved.

7.4.9.2 If a payment is not available within forty (40) days, a separate interest penalty, as specified in Section 215.422, Florida Statutes, will be due and payable, in addition to the invoice amount, to the Contractor. However in the case of health services contracts, the interest penalty provision applies after a thirty-five (35) day time period to health care contractors, as defined by rule. Interest penalties of less than one (1) dollar will not be enforced unless the Contractor requests payment. Invoices, which have to be returned to a Contractor because of Contractor preparation errors, may cause a delay of the payment. The invoice payment requirements do not start until the Department receives a properly completed invoice.

7.4.10 Final Invoice

The Contractor shall submit the final invoice for payment to the Department no more than forty-five (45) days after acceptance of the final deliverable or the end date of the Contract, by the Department. 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 resulting from this RFP may be withheld until all applicable deliverables and invoices have been accepted and approved by the Contract Manager or designee.

7.4.11 Vendor Ombudsman

A Vendor Ombudsman has been established within the Department of Financial Services. The duties of this individual include acting as an advocate for vendors who may be experiencing problems in obtaining timely payment(s) from a state agency. The Vendor Ombudsman may be contacted by calling the Department of Financial Services' Toll Free Hotline.

7.4.12 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.

7.4.13 Subcontract Approval

As stipulated in Section 7.18, Subcontracts: No payments shall be made to the Contractor until all subcontracts have been approved, in writing by the Department.

7.5 Contract Management

The Department of Corrections will be responsible for management of the Contract resulting from this RFP. The Department has assigned the following named individuals, address and phone number as indicated, as Contract Manager and Contract Administrator for the Contract.

7.5.1 Department's Contract Manager

The Contract Manager for this Contract will be identified in the resultant Contract.

The Contract Manager or his designee will perform all Department designated monitoring tasks indicated in the Scope of Service as well as the following functions:

1. maintain a contract management file;
2. serve as the liaison between the Department and the Contractor;
3. evaluate the Contractor's performance;

4. direct the Contract Administrator to process all amendments, renewals, and termination of this Contract; and
5. evaluate Contractor performance upon completion of the overall Contract. This evaluation will be placed on file and will be considered if the Contract is subsequently used as a reference in future procurements.

The Contract Manager may delegate the following functions to designated Department staff:

1. verify receipt of deliverables from the Contractor;
2. monitor the Contractor's performance; and
3. review, verify, and approve invoices from the Contractor.

7.5.2 Department's Contract Administrator

The Contract Administrator for the Contract will be:

Chief, Bureau of Procurement and Supply
Bureau of Procurement and Supply
Florida Department of Corrections
Mailing Address:
501 South Calhoun Street
Tallahassee, FL 32399-2500
Physical Address:
4070 Esplanade Way
Tallahassee, FL 32399-2500
Telephone: (850) 717-3700
Fax: (850) 488-7189

The Contract Administrator will perform the following functions:

1. maintain the Contract administration file;
2. process all Contract amendments, renewals, and termination of the Contract; and
3. maintain the official records of all formal correspondence between the Department and the Contractor.

7.5.3 Contract Management Changes

After execution of the Contract resulting from this RFP, any changes in the information contained in Section IV, Contract Management, of the Contract, will be provided to the other party in writing and a copy of the written notification shall be maintained in both the Contract Manager's and Contract Administrator's files. The Contract Manager shall be responsible for ensuring that copies are provided to the Contract Administrator.

7.6 Contract Modifications

Unless otherwise stated herein, modifications to the provisions of the Contract resulting from this RFP, with the exception of Section 3.26.2, Add/Delete Institutions/Facilities for Services; Section 7.4.3, Submission of Invoice(s); Section 7.4.4, Supporting Documentation for Invoice; and Section 7.5, Contract Management, shall be valid only through execution of a formal Contract amendment. If cost increases occur as a result of any modification of the contract, in no event may such increases result in the total compensation paid under the contract exceeding the amount appropriated for this project.

7.6.1 Scope Changes After Contract Execution

During the term of the Contract, the Department may unilaterally require, by written order, changes altering, adding to, or deducting from the Contract specifications, provided that such changes are within the general scope of the Contract.

The Department may make an equitable adjustment in the Contract prices or delivery date if the change affects the cost or time of performance. Such equitable adjustments require the written consent of the Contractor, which shall not be unreasonably withheld.

The Department shall provide written notice to the Contractor thirty (30) days in advance of any Department required changes to the technical specifications and/or scope of service that affect the Contractor's ability to provide the service as specified herein. Any changes that are other than purely administrative changes will require a formal contract amendment.

All changes will be conducted in a professional manner utilizing best industry practices. The Department expects changes to be made timely and within prices proposed.

7.6.2 Other Requested Changes

In addition to changes pursuant to Section 7.6.1, State or Federal laws, rules and regulations or Department, rules and regulations may change. Such changes may impact Contractor's service delivery in terms of materially increasing or decreasing the Contractor's cost of providing services. There is no way to anticipate what those changes will be nor is there any way to anticipate the costs associated with such changes.

Either party shall have ninety (90) days from the date such change is implemented to request an increase or decrease in compensation or the applicant party will be considered to have waived this right. Full, written justification with documentation sufficient for audit will be required to authorize an increase in compensation. It is specifically agreed that any changes to payment will be effective the date the changed scope of services is approved, in writing, and implemented.

If the parties are unable to negotiate an agreed-upon increase or decrease in rate or reimbursement, the Assistant Secretary of Health Services shall determine what the resultant change in compensation should be, based upon the changes made to the scope of services.

7.7 Records

7.7.1 Public Records Law

The Contractor agrees to allow the Department and the public access to any documents, papers, letters, or other materials subject to the provisions of Chapter 119, Florida Statutes, and Section 945.10, Florida Statutes, made or received by the Contractor in conjunction with the Contract resulting from this RFP. The Contractor's refusal to comply with this provision shall constitute sufficient cause for termination of the Contract resulting from this RFP.

7.7.2 Audit Records

7.7.2.1 The Contractor agrees to maintain books, records, and documents (including electronic storage media) in accordance with generally accepted accounting procedures and practices which sufficiently and properly reflect all revenues and expenditures of funds provided by the Department under the Contract resulting from this RFP, and agrees to provide a financial and compliance audit to the Department or to the Office of the Auditor General and to ensure that all related party transactions are disclosed to the auditor.

7.7.2.2 The Contractor agrees to include all record-keeping requirements in all subcontracts and assignments related to the Contract resulting from this RFP.

7.7.3 Retention of Records

The Contractor agrees to retain all client records, financial records, supporting documents, statistical records, and any other documents (including electronic storage media) pertaining to this Contract for a period of seven (7) years. The Contractor shall maintain complete and accurate record-keeping and documentation as required by the Department and the terms of this Contract. Copies of all records and documents shall be made available for the Department upon request. All invoices and documentation must be clear and legible for audit purposes. All documents must be retained by the Contractor at the address listed in Section IV., C., Contractor's Representative or the address listed in Section III., 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, the records shall be retained until resolution of the audit findings. The Contractor shall cooperate with the Department to facilitate the duplication and transfer of any said records or documents during the required retention period. The Contractor shall advise the Department of the location of all records pertaining to this Contract and shall notify the Department by certified mail within ten (10) days if/when the records are moved to a new location.

7.8 State Objectives

Within thirty (30) calendar days following award of the Contract, the Contractor shall submit plans addressing each of the State's four (4) objectives listed below, to the extent applicable to the items/services covered by this solicitation.

(Note: Diversity plans and reporting shall be submitted to Jane Broyles, MBE Coordinator, Bureau of Procurement and Supply, Department of Corrections, 501 South Calhoun Street, Tallahassee, FL 32399-2500. All other plans shall be submitted to the Contract Manager or designee as specified in the final Contract resulting from this ITB.)

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

The state is dedicated to fostering the continued development and economic growth of small, minority-, women-, and service-disabled veteran business enterprises. Participation by a diverse group of Vendors doing business with the state is central to this effort. To this end, it is vital that small, minority-, women-, and service-disabled veteran business enterprises participate in the state's procurement process as both Contractors and sub- contractors in this solicitation. Small, minority-, women-, and service-disabled veteran business enterprises are strongly encouraged to contribute to this solicitation.

The Contractor shall submit documentation addressing diversity and describing the efforts being made to encourage the participation of small, minority-, women-, and service-disabled veteran business enterprises

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

Diversity in Contracting documentation should identify any participation by diverse contractors and suppliers as prime contractors, sub-contractors, vendors, resellers, distributors, or such other participation as the parties may agree. Diversity in Contracting documentation shall include the timely reporting of spending with certified and other minority/service-disabled veteran business enterprises. Such reports must be

submitted at least monthly and include the period covered, the name, minority code and Federal Employer Identification Number of each minority/service-disabled veteran vendor utilized during the period, commodities and services provided by the minority/service-disabled veteran business enterprise, and the amount paid to each minority/service-disabled veteran vendor on behalf of each purchasing agency ordering under the terms of the Contract resulting from this RFP.

7.8.2 Environmental Considerations: The State supports and encourages initiatives to protect and preserve our environment. If applicable, the Contractor shall submit a plan to support the procurement of products and materials with recycled content, and the intent of Section 287.045, Florida Statutes. The Contractor shall also provide a plan for reducing and or handling of any hazardous waste generated by Contractor's company. Reference Rule 62-730.160, Florida Administrative Code. It is a requirement of the Florida Department of Environmental Protection that a generator of hazardous waste materials that exceeds a certain threshold must have a valid and current Hazardous Waste Generator Identification Number. This identification number shall be submitted as part of Contractor's explanation of its company's hazardous waste plan and shall explain in detail its handling and disposal of this waste.

7.8.3 Products Available from the Blind or Other Handicapped (RESPECT): The State/Department supports and encourages the gainful employment of citizens with disabilities. It is expressly understood and agreed that any articles that are the subject of, or required to carry out, the Contract resulting from this RFP shall be purchased from a nonprofit agency for the blind or for the severely handicapped that is qualified pursuant to Chapter 413, Florida Statutes, in the same manner and under the same procedures set forth in Section 413.036(1) and (2), Florida Statutes; and for purposes of the Contract the person, firm, or other business entity carrying out the provisions of the Contract shall be deemed to be substituted for this agency insofar as dealings with such qualified nonprofit agency are concerned." Additional information about the designated nonprofit agency and the products it offers is available at http://www.respectofflorida.org.

If applicable, the Contractor shall submit a plan describing how it will address the use of RESPECT in offering the items bid.

7.8.4 Prison Rehabilitative Industries and Diversified Enterprises, Inc. (PRIDE): The State supports and encourages the use of Florida correctional work programs. It is expressly understood and agreed that any articles which are the subject of, or required to carry out, the Contract resulting from this RFP shall be purchased from the corporation identified under Chapter 946, Florida Statutes, in the same manner and under the same procedures set forth in Section 946.515(2), and (4), Florida Statutes; and for purposes of the Contract the person, firm, or other business entity carrying out the provisions of the Contract shall be deemed to be substituted for this agency insofar as dealings with such corporation are concerned. Additional information about PRIDE and the products it offers is available at http://www.pride-enterprises.org.

If applicable, the Contractor shall submit a plan describing how it will address the use of PRIDE in offering the items bid.

7.9 Sponsorship

If the Contractor is a non-governmental organization which sponsors a program financed partially by State funds, including any funds obtained through the Contract resulting from this RFP, it shall, in publicizing, advertising, or describing the sponsorship of the program, state: "Sponsored by *Contractor's name* and the State of Florida, Department of Corrections." If the sponsorship reference is in written material, the words "State of Florida, Department of Corrections" shall appear in the same size letters or type as the name of the organization.

7.10 Employment of Department Personnel

The Contractor shall not knowingly engage in this project, on a full-time, part-time, or other basis during the period of the Contract resulting from this RFP, any current or former employee of the Department where such employment conflicts with Section 112.3185, Florida Statutes.

7.11 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 the Contract resulting from this RFP.

7.12 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, the Contract resulting from this RFP may be canceled, terminated, or suspended in whole or in part and the Contractor may be declared ineligible for further Contracts.

7.13 Contractors Acting as an Agent of the State

In the Contractor's performance of its duties and responsibilities under the Contract resulting from this RFP, the Contractor shall, at all times, act and perform as an agent of the Department, but not as an employee of the Department. The Department shall neither have nor exercise any control or direction over the methods by which the Contractor shall perform its work and functions other than as provided herein. Nothing in the Contract resulting from this RFP is intended to, nor shall be deemed to constitute, a partnership or joint venture between the parties.

7.14 Indemnification for Contractors Acting as an Agent of the State

The Contractor shall be liable, and agrees to be liable for, and shall indemnify, defend, and hold the Department, its employees, agents, officers, heirs, and assignees harmless from any and all claims, suits, judgments, or damages including court costs and attorney's fees arising out of intentional acts, negligence, or omissions by the Contractor, or its employees or agents, in the course of the operations of the Contract resulting from this RFP, including any claims or actions brought under Title 42 USC §1983, the Civil Rights Act, up to the limits of liability set forth in Section 768.28, Florida Statutes.

7.15 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 the Contract resulting from this RFP, in compliance with the financial responsibility requirements of Section 458.320, Florida Statutes, and is not entitled to, and shall not claim, any exemption from such requirements. The Contractor also warrants that funds held under Section 458.320, Florida Statutes, are available to pay claims against the State in accordance with Section 7.14, Indemnification for Contractors Acting as an Agent of the State.

The Contractor agrees to provide adequate liability insurance coverage to the extent of liability under Section 768.28, Florida Statutes, on a comprehensive basis and to hold such liability insurance at all times during the existence of this Contract. Upon the execution of the Contract resulting from this RFP, the Contractor shall furnish the Contract Manager written verification supporting such insurance coverage. Such coverage may be provided by a self-insurance program established and operating under the laws of the State of Florida. The Department reserves the right to require additional insurance where appropriate.

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

7.16 Disputes

Any dispute concerning performance of the Contract resulting from this RFP shall be resolved informally by the Contract Manager. Any dispute that cannot be resolved informally shall be reduced to writing and delivered to the Department's Assistant Secretary for Health Services. The Assistant Secretary for Health Services or designee shall decide the dispute, reduce the decision to writing, and deliver a copy to the Contractor, the Contract Manager, and the Contract Administrator.

7.17 Copyrights, Right to Data, Patents and Royalties

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

The Department shall have unlimited rights to use, disclose or duplicate, for any purpose whatsoever, all information and data developed, derived, documented, or furnished by the Contractor under the Contract resulting from this RFP. All computer programs and other documentation produced as part of the Contract resulting from this RFP shall become the exclusive property of the State of Florida, Department of State, with the exception of data processing software developed by the Department pursuant to Section 119.083, Florida Statutes, and may not be copied or removed by any employee of the Contractor without express written permission of the Department.

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

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

7.18 Subcontracts

The Contractor is fully responsible for all work performed under the Contract resulting from this RFP. The Contractor may, upon receiving prior written consent from the Department's Contract Manager, enter into written subcontract(s) for performance of certain of its functions under the Contract. No subcontract, which the Contractor enters into with respect to performance of any of its functions under the Contract, shall in any way relieve the Contractor of any responsibility for the performance of its duties. All subcontractors, regardless of function, providing services on Department property, shall comply with the Department's security requirements, as defined by the Department, including background checks, and all other Contract requirements. All payments to subcontractors shall be made by the Contractor.

If a subcontractor is utilized by the Contractor, the Contractor shall pay the subcontractor within seven (7) working days after receipt of full or partial payments from the Department, in accordance with Section 287.0685, Florida Statutes. It is understood and agreed that the Department shall not be liable to any subcontractor for any expenses or liabilities incurred under the subcontract and that the Contractor shall be solely liable to the subcontractor for all expenses and liabilities under the Contract resulting from this RFP. Failure by the Contractor to pay the subcontractor within seven (7) working days will result in a penalty to be paid by the Contractor to the subcontractor in the amount of one-half (½) of one percent (1%) of the amount due per day from the expiration of the period allowed herein for payment. Such penalty shall be in addition to actual payments owed and shall not exceed fifteen percent (15%) of the outstanding balance due.

7.19 Assignment

The Contractor shall not assign its responsibilities or interests under the Contract resulting from this RFP to another party without prior written approval of the Department's Contract Manager. The Department shall, at all times, be entitled to assign or transfer its rights, duties and obligations under the Contract resulting from this RFP to another governmental agency of the State of Florida upon giving written notice to the Contractor.

7.20 Force Majeure

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

7.21 Substitution of Key Personnel

In the event the Contractor desires to substitute any key personnel submitted with his/her proposal, either permanently or temporarily, the Department shall have the right to approve or disapprove the desired personnel change in advance in writing.

7.22 Severability

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

7.23 Use of Funds for Lobbying Prohibited

The Contractor agrees to comply with the provisions of Section 216.347, Florida Statutes, which prohibits the expenditure of state funds for the purposes of lobbying the Legislature, the Judicial branch, or a state agency.

7.24 Governing Law and Venue

The Contract resulting from this RFP 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.

7.25 No Third Party Beneficiaries

Except as otherwise expressly provided herein, neither the Contract resulting from this RFP, 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.

7.26 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 the Contract resulting from this RFP, which includes and incorporates ATTACHMENT 8, Business Associate Agreement, as part of this Contract.

In addition to complying with HIPAA requirements, the Contractor shall not disclose any information concerning inmates, specifically concerning inmate transfers/referrals, to parties outside the Department.

7.27 Reservation of Rights

The Department reserves the exclusive right to make certain determinations regarding the service requirements outlined in the 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 the Contract resulting from this RFP 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.

7.28 Cooperative Purchasing

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

Other state agencies wishing to make purchases from this agreement are required to follow the provisions of Section 287.042(16)(a), F.S. This statute requires the 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.

7.29 Performance Guarantee

The Contractor shall furnish the Department with a Performance Guarantee in the amount of eighty-two million dollars ($82,000,000.00) that shall be in effect yearly for a time frame equal to the term of the Contract.

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

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

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*** MANDATORY FORM ***

ATTACHMENT 1 – CERTIFICATION/ATTESTATION PAGE

RFP #11-DC-8324

1. Business/Corporate Experience
This is to certify that the Proposer has at least five (5) years of business/corporate experience with appropriately experienced management and at least three (3) years of business/corporate experience, within the last five (5) years, in the provision of comprehensive healthcare services to an aggregate patient population of a minimum of 50,000 inmate patients at any one time in prison, jail or other comparable managed healthcare settings. The Department understands that, due to the size and complexity of the inmate healthcare program, the service solution may require partnerships, joint ventures, and/or subcontracting between two or more companies, and therefore will consider the combined experience and qualifications of any such partnerships meeting these requirements. To ensure the bidding entity is qualified to serve inmate populations in prison settings, the vendor(s), whether responding independently, as a partnership, as a joint venture, or with a response that proposes utilization of subcontractor(s), must collectively have at least five (5) total years of business/corporate experience with appropriately experienced management and at least three (3) total years of business/corporate experience within the last five (5) years, providing comprehensive healthcare with sufficient levels of service in all areas (dental, mental health and physical healthcare) comparable to the service levels sought via this RFP to an inmate population of at least 50,000 inmates.

2. Authority to Legally Bind the Proposer
This is to certify that the person signing the Florida Department of Corrections RFP Acknowledgement Form and this Certification/Attestation Page is authorized to make this affidavit on behalf of the firm, and its owner, directors and officers. This person is the person in the Proposer's firm responsible for the prices and total amount of this Proposal and the preparation of the Proposal.

3. Acceptance of Terms and Conditions
This is to certify that the Proposer will comply with all terms and conditions contained within the RFP.

4. Certification of Minimum Service Requirements/No Deviations
This is to certify that the services proposed meet or exceed the minimum service requirements as specified in Section 3, Scope of Services Sought, of this RFP. Furthermore, this is to certify that the proposal submission contains no deviations from the requirements of the RFP.

5. Statement of No Involvement:
This is to certify that the person signing the proposal has not participated, and will not participate, in any action contrary to the terms of this RFP.

6. Statement of No Inducement:
This is to certify that no attempt has been made or will be made by the Proposer to induce any other person or firm to submit or not to submit a Proposal with regard to this RFP. Furthermore this is to certify that the Proposal contained herein is submitted in good faith and not pursuant to any agreement or discussion with, or inducement from, any firm or person to submit a complementary or other non-competitive Proposal.

7. Statement of Non-Disclosure:
This is to certify that neither the price(s) contained in this Proposal, nor the approximate amount of this Proposal have been disclosed prior to award, directly or indirectly, to any other proposer or to any competitor.

8. Statement of Non-Collusion:
This is to certify that the prices and amounts in this Proposal have been arrived at independently, without consultation, communications, or agreement as to any matter relating to such prices with any other proposer or with any competitor and not for the purpose of restricting competition.

9. Statement of No Investigation/Conviction:
This is to certify that Proposer, it's affiliates, subsidiaries, officers, directors and employees are not currently under investigation by any governmental agency and have not in the last three years been convicted or found liable for any act prohibited by State or Federal law in any jurisdiction, involving conspiracy or collusion with respect to bidding on any public contract.

10. Non-Discrimination Statement:
This is to certify that the Proposer does not discriminate in their employment practices with regard to race, creed, color, national origin, age, gender, marital status or disability.

11. Unauthorized Alien Statement:
This is to certify that the Proposer does not knowingly employ unauthorized alien workers, pursuant to Section 274A of the Immigration and Nationality Act.

Dated this _____ day of _____ 2011.

Name of Organization: _____

Signed by: _____

Print Name: _____

being duly sworn deposes and says that the information herein is true and sufficiently complete so as not to be misleading.

Subscribed and sworn before me this _____ day of _____ 2011.

Personally Known ____ OR Produced Identification ____ Type of Identification Produced _____

Notary Public: _____

My Commission Expires: _____

ATTACHMENT 2 – BUSINESS/CORPORATE REFERENCE
RFP #11-DC-8324

(THIS FORM MUST BE COMPLETED BY THE PERSON GIVING THE REFERENCE, NOT THE ENTITY FOR WHICH THE REFERENCE IS BEING GIVEN.)

THIS BUSINESS REFERENCE IS FOR (Proposer's Name): _____

NAME OF PERSON PROVIDING REFERENCE: _____

TITLE OF PERSON PROVIDING REFERENCE: _____

FIRM/ENTITY PROVIDING REFERENCE (if applicable): _____

1. How would you describe your relationship to this business/corporate entity? (e.g. Customer, Subcontractor, Employee, Contract Manager, Friend, or Acquaintance)

2. How many years have you done business with this business entity? _____ Please provide dates:

3. A. If a Customer, please specifically describe the primary service this entity provides to you. i.e. Does this vendor provide comprehensive healthcare services or other type of similar services?

B. Generally describe the geographic area where services were provided. (number of counties served, section of the state, etc).

C. What was the estimated population of clients that the entity served, to the best of your knowledge?

4. Did this entity act as a primary provider, or as a subcontractor? If a subcontractor, to whom? Please specifically describe the type of service that was provided by the entity for which this reference is being provided.

5. Can you identify the total number of years that this entity has provided comprehensive healthcare services? Please provide dates to the best of your knowledge.

6. Do you have a vested interest in this business/corporate entity? If yes, what is that interest? (i.e. employee, subcontractor, stockholder, etc).

7. Have you experienced any problems with this business/corporate entity? If so, please state what the problem is/was and how it was resolved.

8. Would you conduct business with this business/corporate entity again? If no, please state the reason.

9. Are there any additional comments you would like to make about this business entity? Use back of form if necessary.

10. Will you provide a phone number, fax or email address so we may contact you for further questions, if necessary?

PLEASE SIGN BELOW AND HAVE THIS FORM CERTIFIED BY A NOTARY PUBLIC. RETURN THIS FORM TO THE BUSINESS/CORPORATE ENTITY FOR WHICH YOU ARE PROVIDING THE REFERENCE. THIS REFERENCE WILL BECOME PART OF THE RFP RESPONSE.

Dated this _____ day of _____ 2011.

Name of Organization: _____

Signed by: _____

Print Name: _____

being duly sworn deposes and says that the information herein is true and sufficiently complete so as not to be misleading.

Subscribed and sworn before me this _____ day of _____ 2011.

Personally Known ____ OR Produced Identification ____ Type of Identification Produced _____

Notary Public: _____

My Commission Expires: _____

ATTACHMENT 3 – PERSONNEL REFERENCE FORM
RFP #11-DC-8324

(THIS FORM MUST BE COMPLETED BY THE PERSON GIVING THE REFERENCE, NOT THE PERSON FOR WHOM THE REFERENCE IS BEING GIVEN.)

THIS PERSONNEL REFERENCE IS FOR: _____

THE POSITION THIS REFERENCE IS FOR: _____

NAME OF PERSON PROVIDING REFERENCE: _____

TITLE OF PERSON PROVIDING REFERENCE: _____

FIRM OR BUSINESS NAME: _____

OFFICE TELEPHONE NUMBER: _____ OFFICE E-MAIL ADDRESS: _____

1. What is your business relationship with the person for whom this reference is being provided? Please specify: business associate, supervisor, employer, former employer, or other.

2. Please indicate how long you have been in a business relationship with the above-referenced individual and the nature of the business conducted.

3. What is/was the type of your association with this person?

4. Please indicate if you worked with the above referenced individual in a capacity that related to:

   A. Executive Management (please explain): _____

   B. Comprehensive Healthcare Services Management (please explain): _____

5. Please describe the above-referenced individual's major job duties during your relationship.

6. Please assess the above referenced individual's knowledge in relation to:

   A. Executive Management: _____

   B. Comprehensive Healthcare Services Management: _____

7. Please evaluate this person's ability to solve problems, communicate with others, work under pressure and make decisions. Please evaluate this person's ability to supervise staff.

8. Please evaluate the above-referenced individual's work habits such as attendance, punctuality, dependability, and observance of work rules.

9. Please describe any strengths or weaknesses the above-referenced individual possesses.

10. Would you conduct or engage in business with this person again? If no, please state the reason.

11. Please make any additional comments here.

PLEASE SIGN BELOW AND HAVE THIS FORM CERTIFIED BY A NOTARY PUBLIC. RETURN THIS FORM TO THE BUSINESS/ CORPORATE ENTITY FOR WHOM YOU ARE PROVIDING THE REFERENCE. THIS REFERENCE WILL BECOME PART OF THE RFP RESPONSE.

Dated this _____ day of _____ 2011.

Name of Organization: _____

Signed by: _____

Print Name: _____

being duly sworn deposes and says that the information herein is true and sufficiently complete so as not to be misleading.

Subscribed and sworn before me this _____ day of _____ 2011.

Personally Known ____ OR Produced Identification ____ Type of Identification Produced _____

Notary Public: _____

My Commission Expires: _____

ATTACHMENT 4 – CONTACT FOR CONTRACT ADMINISTRATION/CONTRACTOR REPRESENTATIVE
RFP #11-DC-8324

The Proposer shall designate one person authorized to conduct Contract administration and function as the Contractor's Representative under the Contract resulting from this RFP.

NAME: _____

TITLE: _____

COMPANY NAME: _____

ADDRESS: _____

_____

TELEPHONE NUMBER: _____

FAX NUMBER: _____

E-MAIL ADDRESS: _____

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

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

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

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

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

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

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

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

_____

VENDOR'S SIGNATURE

(Form revised 4/06/06)

ATTACHMENT 6 – ADDENDUM ACKNOWLEDGMENT FORM
RFP #11-DC-8324

RFP ADDENDUM – SAMPLE ONLY

Department of Corrections
2601 Blair Stone Road
Tallahassee, Florida 32399-2500

PROPOSAL NO: RFP #11-DC-8324

PROPOSAL TITLE: Comprehensive Healthcare Services in Regions I, II and III

PROPOSAL DUE: November 7, 2011

OPENING DATE: November 8, 2011

ADDENDUM NO.: DATE:

PLEASE BE ADVISED THAT THE FOLLOWING CHANGES ARE APPLICABLE TO THE ORIGINAL SPECIFICATIONS OF THE ABOVE-REFERENCED RFP:

THIS ADDENDUM NOW BECOMES A PART OF THE ORIGINAL RFP. THE ADDENDUM ACKNOWLEDGMENT FORM SHALL BE SIGNED BY AN AUTHORIZED COMPANY REPRESENTATIVE, DATED AND RETURNED, AS INSTRUCTED IN SECTION 5, PROPOSAL SUBMISSION REQUIREMENTS, WITH THE PROPOSAL. FAILURE TO DO SO MAY SUBJECT THE PROPOSER TO DISQUALIFICATION.

PROPOSER:_____ BY:_____

ADDRESS:_____ TELEPHONE:_____

CITY, STATE:_____ DATE:_____

_____
Authorized Signature

1. Business/Corporate Qualifications = 100 points

The Department will evaluate the corporate experience, corporate resources, and capabilities of the Proposer and any subcontractors (if known) and points will be assessed based upon information provided which includes, but is not limited to the following:

	Points
a. Relevancy and length of past experience providing comprehensive healthcare services;	20
b. Relevancy and length of experience performing tasks as specified in this RFP;	20
c. Quality of past experience transitioning, and implementing services on a large-scale basis similar to those requested in this RFP;	10
d. Complexity and detail of prior experience delivering services similar to those contemplated by the RFP;	10
e. Appropriateness of licenses, permits, registration and insurance as required by law and the RFP;	5
f. Relevancy of past performance of contracts, with emphasis on specific tasks as specified;	5
g. Evidence of exemplary or qualitative findings, or the absence thereof in delivery of any previous contracted service;	5
h. Past provision of similar services either directly or via subcontracting or other means;	5
i. If subcontractors or other parties are to be utilized, relevant experience/qualifications of proposed subcontractors and percentage to be subcontracted to each; and	15
j. Proposer's Organizational Chart.	5

2. Project Staff - 100 points

The Department will evaluate the Proposer's project staff and points will be assessed based upon information provided which includes, but is not limited to: the adequacy of background and experience, professional qualifications and credentials of the project staff to be utilized for service provision as described in the RFP:

	Points
a. Chief Executive Officer (or equivalent title)	5
b. Administrative Project Manager (or equivalent title)	10
c. Healthcare Services Program Director (or equivalent title)	15
d. Mental Health Program Director (or equivalent title)	20
e. Dental Services Program Director (or equivalent title)	15
f. Pharmacy Program Director (or equivalent title)	15
g. Director of Nursing (or equivalent title)	20

3. Technical Proposal/Service Delivery Narrative = 400 points

The Department will evaluate the Proposer's Technical Proposal/Service Delivery Narrative and points will be assessed based upon information provided which includes, but is not limited to the following:

	Points
a. Demonstration of a complete understanding and knowledge of the Department's Scope of Services Sought;	50
b. Demonstration that services can be implemented within the time frames specified;	50
c. Method and approach to providing comprehensive healthcare services consistent with service tasks as described in Section 3;	50
d. Description of approach to maintaining healthcare accreditation;	25
e. Ability to provide and manage comprehensive healthcare services on a correctional setting;	40
f. Method of approach to providing off-site hospital and specialty services.	30

g.	Appropriateness of the system to geographically meet the needs of the Department;	15
h.	Method of approach for addressing legitimate inmate healthcare grievances and implementing corrective action to prevent recurrence;	20
i.	Method of approach for prevention of suicide and self-mutilation;	40
j.	Method of approach to providing comprehensive healthcare services to inmates housed in confinement units and of working with institutional security to ensure appropriate and efficient access to healthcare;	40
k.	Value-Added Services to be provided by the Proposer which are not required by the Department.	40

4. Price Proposal (Price Information Sheet) = 400 points

The Price Proposals utilizing the Price Information Sheet with the lowest verified Single Capitation Rate Per-Inmate Per-Day (Unit Price) will be awarded four hundred (400) points.

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

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

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

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

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

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

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

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

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

1. Definitions

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

2. Confidentiality Requirements

A. Contractor agrees to use and disclose Protected Health Information that is disclosed to it by the Department solely for meeting its obligations under its agreements with the Department, in accordance with the terms of this agreement, the Department's established policies rules, procedures and requirements, or as required by law, rule or regulation.

B. In addition to any other uses and/or disclosures permitted or authorized by this Agreement or required by law, Contractor may use and disclose Protected Health Information as follows:

(1) if necessary for the proper management and administration of the Contractor and to carry out the legal responsibilities of the Contractor, provided that any such disclosure is required by law or that Contractor obtains reasonable assurances from the person to whom the information is disclosed that it will be held confidentially and used or further disclosed only as required by law or for the purpose for which it was disclosed to the person, and the person notifies Contractor of any instances of which it is aware in which the confidentiality of the information has been breached;

(2) for data aggregation services, only if to be provided by Contractor for the health care operations of the Department pursuant to any and all agreements between the Parties. For purposes of this Agreement, data aggregation services means the combining of protected health information by Contractor with the protected health information received by Contractor in its capacity as a Contractor of another covered entity, to permit data analyses that relate to the health care operations of the respective covered entities.

(3) Contractor may use and disclose protected health information that Contractor obtains or creates only if such disclosure is in compliance with every applicable requirement of Section 164.504(e) of the Privacy relating to Contractor contracts. The additional requirements of Subtitle D of the HITECH Act that relate to privacy and that are made applicable to the Department as a covered entity shall also be applicable to Contractor and are incorporated herein by reference.

C. Contractor will implement appropriate safeguards to prevent use or disclosure of Protected Health Information other than as permitted in this Agreement. Further, Contractor shall implement administrative, physical, and technical safeguards that reasonably and appropriately protect the confidentiality, integrity, and availability of Electronic Protected Health Information that it creates, receives, maintains, or transmits on behalf of the Department. The Secretary of Health and Human Services and the Department shall have the right to audit Contractor's records and practices related to use and disclosure of Protected Health Information to ensure the Department's compliance with the terms of the HIPAA Privacy Rule and/or the HIPAA Security Rule.

Further, Sections 164.308 (administrative safeguards). 164.310 (physical safeguards), 164.312 (technical safeguards), and 164.316 (policies and procedures and documentation requirements) of the Security Rule shall apply to the Contractor in the same manner that such sections apply to the Department as a covered entity. The additional requirements of the HITECH Act that relate to security and that are made applicable to covered entities shall be applicable to Contractor and are hereby incorporated by reference into this BA Agreement.

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

Such report shall notify the Department of:

1) any Use or Disclosure of protected health information (including Security Incidents) not permitted by this Agreement or in writing by the Department;

2) any Security Incident;

3) any Breach, as defined by the HITECH Act; or

4) any other breach of a security system, or like system, as may be defined under applicable State law (Collectively a "Breach").

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

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

1) Identify the nature of the non-permitted or prohibited access, use, or disclosure, including the nature of the Breach and the date of discovery of the Breach.

2) Identify the protected health information accessed, used or disclosed, and provide an exact copy or replication of that protected health information.

3) Identify who or what caused the Breach and who accessed, used, or received the protected health information.

4) Identify what has been or will be done to mitigate the effects of the Breach; and

5) Provide any other information, including further written reports, as the Department may request.

E. In accordance with Section 164.504(e)(1)(ii) of the Privacy Rule, each party agrees that if it knows of a pattern of activity or practice of the other party that constitutes a material breach of or violation of the other party's obligations under the BA Agreement, the non-breaching party will take reasonable steps to cure the breach or end the violation, and if such steps are unsuccessful, terminate the contract or arrangement if feasible. If termination is not feasible, the party will report the problem to the Secretary of Health and Human Services (federal government).

F. Contractor will ensure that its agents, including a subcontractor, to whom it provides Protected Health Information received from, or created by Contractor on behalf of the Department, agree to the same restrictions and conditions that apply to Contractor, and apply reasonable and appropriate safeguards to protect such information. Contractor agrees to designate an appropriate individual (by title or name) to ensure the obligations of this agreement are met and to respond to issues and requests related to Protected Health Information. In addition, Contractor agrees to take other reasonable steps to ensure that its employees' actions or omissions do not cause Contractor to breach the terms of this Agreement.

G. Contractor shall secure all protected health information by a technology standard that renders protected health information unusable, unreadable, or indecipherable to unauthorized individuals and is developed or endorsed by a standards developing organization that is accredited by the American National Standards Institute and is consistent with guidance issued by the Secretary of Health and Human Services specifying the technologies and methodologies that render protected health information unusable, unreadable, or indecipherable to unauthorized individuals, including the use of standards developed under Section 3002(b)(2)(B)(vi) of the Public Health Service Act, pursuant to the HITECH Act, 42 U.S.C.A. § 300jj-11, unless the Department agrees in writing that this requirement is infeasible with respect to particular data. These security and protection standards shall also apply to any of Contractor's agents and subcontractors.

H. Contractor agrees to make available Protected Health Information so that the Department may comply with individual rights to access in accordance with Section 164.524 of the HIPAA Privacy Rule. Contractor agrees to make Protected Health Information available for amendment and incorporate any amendments to Protected Health Information in accordance with the requirements of Section 164.526 of the HIPAA Privacy Rule. In addition, Contractor agrees to record disclosures and such other information necessary, and make such information available, for purposes of the Department providing an accounting of disclosures, as required by Section 164.528 of the HIPAA Privacy Rule.

I. The Contractor agrees, when requesting Protected Health Information to fulfill its contractual obligations or on the Department's behalf, and when using and disclosing Protected Health Information as permitted in this Contract, that the Contractor will request, use, or disclose only the minimum necessary in order to accomplish the intended purpose.

3. Obligations of Department

A. The Department will make available to the Business Associate the notice of privacy practices (applicable to inmates under supervision, not to inmates) that the Department produces in accordance with 45 CFR 164.520, as well as any material changes to such notice.

B. The Department shall provide Business Associate with any changes in, or revocation of, permission by an Individual to use or disclose Protected Health Information, if such changes affect Business Associate's permitted or required uses and disclosures.

C. The Department shall notify Business Associate of any restriction to the use or disclosure of Protected Health Information that impacts the business associate's use or disclosure and that the Department has agreed to in accordance with 45 CFR 164.522 and the HITECH Act.

4. Termination

A. Termination for Breach - The Department may terminate this Agreement if the Department determines that Contractor has breached a material term of this Agreement. Alternatively, the Department may choose to provide Contractor with notice of the existence of an alleged material breach and afford Contractor an opportunity to cure the alleged material breach. In the event Contractor fails to cure the breach to the satisfaction of the Department, the Department may immediately thereafter terminate this Agreement.

B. Automatic Termination - This Agreement will automatically terminate upon the termination or expiration of the original contract between the Department and the Contractor.

C. Effect of Termination

(1) Termination of this agreement will result in termination of the associated contract between the Department and the Contractor.

(2) Upon termination of this Agreement or the contract, Contractor will return or destroy all PHI received from the Department or created or received by Contractor on behalf of the Department that Contractor still maintains and retain no copies of such PHI; provided that if such return or destruction is not feasible, Contractor will extend the protections of this Agreement to the PHI and limit further uses and disclosure to those purposes that make the return or destruction of the information infeasible.

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

6. Interpretation - Any ambiguity in this Agreement shall be resolved to permit the Department to comply with the HIPAA Privacy Rule and/or the HIPAA Security Rule.

7. Indemnification – The Contractor shall be liable for and agrees to be liable for, and shall indemnify, defend, and hold harmless the Department, its employees, agents, officers, and assigns from any and all claims, suits, judgments, or damages including court costs and attorneys' fees arising out or in connection with any non-permitted or prohibited Use or Disclosure of PHI or other breach of this Agreement, whether intentional, negligent or by omission, by Contractor, or any sub-contractor of Contractor, or agent, person or entity under the control or direction of Contractor. This indemnification by Contractor includes any claims brought under Title 42 USC §1983, the Civil Rights Act.

8. Miscellaneous - Parties to this Agreement do not intend to create any rights in any third parties. The obligations of Contractor under this Section shall survive the expiration, termination, or cancellation of this Agreement, or any and all other contracts between the parties, and shall continue to bind Contractor, its agents, employees, contractors, successors, and assigns as set forth herein for any PHI that is not returned to the Department or destroyed.

Instructions to Obtain SQR

The Supplier Qualifier Report (SQR) is a standard report detailing financial and operational capability. If necessary, the prospective Contractor shall request the SQR report from D&B through the following process:

- Go to D&B's *Contractor Management Portal*
  - http://www.dnbgov.com/state-local/contractor-management-portal
    For assistance, the User Guide is on this page or in the following link:
    http://www.dnbgov.com/pdf/SupplierOnRampUserGuideforCMP.pdf
- Step 1: Search for your company
  - Enter your business information and select search
    - You may enter your company's D-U-N-S Number. If you don't know your company's D-U-N-S number, you may use the search feature to find it.
- Step 2: Select your company
  - Select your company from the candidate list
- Step 3: Complete Registration
  - Confirm your company and confirm your registration
- Step 4: End User License Agreement (See instruction in *RED*)
  - *Company Name - *Enter Agency or Contracting Agents Name*
  - *email Address - *Enter Agency or Contracting Agents email address to receive the D&B Report*
  - *Check Yes*
  - Complete registration
- Step 5: Payment Information
  - Enter payment method and information and complete registration. The cost of the preparation of the D&B report shall be the responsibility of the Proposer.
- Once the process is complete, a copy of the D&B SQR must be provided to the Department, and an identical report should be kept by the Proposer as verification.

The SQR report shall be a part of the Proposer's proposal. It is the duty of the Proposer to ensure the timely submission of a D&B report that accurately reflects the proposing entity. If the Department cannot determine on the face of the documents that the SQR report is that of the proposing entity, then the Department will not give credit for this requirement.

Respondents are advised to allow sufficient time before the proposal due date for the D&B processing. Proposers should allow a minimum of 10 business days for D&B to process. If the Department does not receive a D&B SQR from the Proposer prior to the opening date of the solicitation as stated in the Calendar of Events, and a SQR is not submitted with the proposal, the Proposer shall be required to demonstrate that the SQR was requested by the Proposer after the posting date of the solicitation. The SQR must be current to this posting.

ATTACHMENT 10 – NONDISCLOSURE AGREEMENT FOR RESTRICTED INFORMATION
RFP #11-DC-8324

In connection with RFP 11-DC-8324, entitled "Comprehensive Healthcare Services in Regions I, II, and III" the Florida Department of Corrections ("DC") is disclosing to you business information, procedures, technical information and/or ideas identified as "Restricted".

In consideration of any disclosure and any Restricted information provided by DC concerning RFP 11-DC-8324, you agree as follows:

1. You will hold in confidence and not possess or use (except to evaluate and review in relation to the RFP) or disclose any Restricted information except information you can document (a) is in the public domain through no fault of yours, (b) was properly known to you, without restriction, prior to disclosure by DC, or (c) was properly disclosed to you by another person without restriction, and you will not reverse engineer or attempt to derive the composition or underlying information, structure or ideas of any Restricted information. The foregoing does not grant you a license in or to any of the Restricted information.

2. If you decide not to proceed with the proposed business relationship or if asked by DC, you will promptly return all Restricted information and all copies, extracts and other objects or items in which it may be contained or embodied.

3. You will promptly notify DC of any unauthorized release of Restricted information.

4. You understand that this statement does not obligate DC to disclose any information or negotiate or enter into any agreement or relationship.

5. You acknowledge and agree that due to the unique nature of the Restricted information, any breach of this agreement would cause irreparable harm to DC for which damages are not an adequate remedy and that the DC shall therefore be entitled to equitable relief in addition to all other remedies available at law.

6. The terms of this Agreement will remain in effect with respect to any particular Restricted information until you can document that it falls into one of the exceptions stated in Paragraph 1 above.

7. This Agreement is governed by the laws of the State of Florida and may be modified or waived only in writing. If any provision is found to be unenforceable, such provision will be limited or deleted to the minimum extent necessary so that the remaining terms remain in full force and effect. The prevailing party in any dispute or legal action regarding the subject matter of this Agreement shall be entitled to recover attorneys' fees and costs.

Information identified as "Restricted" is included in the Exhibits & Resources CD, specified in Section 2.7 of the RFP.

Acknowledged and agreed on _____, 2011:

By:_____
(Signature)

Name:_____

Company Name:_____

Title:_____

Florida Department of Corrections (DC)

By:_____
(Signature)

Name:_____

Title:_____

PRICE INFORMATION SHEET
RFP# 11-DC-8324

Pursuant to Senate Bill 2000 (see EXHIBIT X), any intent to award for comprehensive health services is contingent upon a cost savings of at least seven percent less than the Department's Fiscal Year 2009-2010 healthcare expenditures (see EXHIBIT E).

For the Price Information Sheet, proposers shall provide a single capitation rate per-inmate, per-day (Unit Price). Proposers shall complete the Price Information Sheet as instructed in Section 5.11.

Note: Services shall be provided at the Unit Price proposed times the average monthly number of inmates, based on the Department's Monthly Inmate Average contained in the Average Daily Population (ADP) report.

Comprehensive Healthcare Services	Contract Years *Years 1 - 5*	Renewal Years *Years 6 - 10*
Single Capitation Rate Per-Inmate, Per Day (Unit Price)	$_____	$_____

Comprehensive Healthcare Services *(Not including Pharmacy Services)*	Contract Years *Years 1 - 5*	Renewal Years *Years 6 - 10*
Single Capitation Rate Per-Inmate, Per Day (Unit Price)	$_____	$_____

All calculations will be verified for accuracy by the Bureau of Procurement and Supply staff assigned by the Department. In the event a mathematical error is identified, the Unit Price submitted by the Proposer will prevail.

_____
NAME OF PROPOSER'S ORGANIZATION

_____
SIGNATURE OF AUTHORIZED REPRESENTATIVE

_____
DATE

ADDENDUM ACKNOWLEDGEMENT FORM
RFP #11-DC-8324
A D D E N D U M #1

Department of Corrections
4070 Esplanade Way
Tallahassee, Florida 32399-2500

SOLICITATION NO.: RFP #11-DC-8324

SOLICITATION TITLE: Comprehensive Healthcare Services in Regions I, II and III

PROPOSAL DUE: November 7, 2011

OPENING DATE: November 8, 2011

ADDENDUM NO.: One (1) DATE: September 16, 2011

PLEASE BE ADVISED THAT THE FOLLOWING CHANGES ARE APPLICABLE TO THE ORIGINAL SPECIFICATIONS OF THE ABOVE-REFERENCED RFP:

This addendum includes the following:

1. Pages 12, 147, and 180, are being replaced with Revised Pages 12, 147, and 180. Revisions are highlighted in yellow.

If you have any difficulty in downloading any of the attached documents, please call or e-mail a request for copies to the Procurement Manager.

THIS ADDENDUM NOW BECOMES A PART OF THE ORIGINAL RFP.

THE ADDENDUM ACKNOWLEDGMENT FORM SHALL BE SIGNED BY AN AUTHORIZED COMPANY REPRESENTATIVE, DATED AND RETURNED WITH THE PROPOSAL AS INSTRUCTED IN SECTION 5, PROPOSAL SUBMISSION REQUIREMENTS. FAILURE TO DO SO MAY SUBJECT THE PROPOSER TO DISQUALIFICATION.

Failure to file a protest within the time prescribed in Section 120.57(3), Florida Statutes, or failure to post the bond or other security required by law within the time allowed for filing a bond shall constitute a waiver of proceedings under Chapter 120, Florida Statutes.

PROPOSER: _____ BY: _____

ADDRESS: _____ PHONE: _____

CITY, STATE: _____ DATE: _____

AUTHORIZED SIGNATURE: _____

The Contractor must understand that the institutions are first charged with the responsibility for maintaining custody and security for inmates. Therefore, the Department retains authority to assign inmates to the most appropriate institution. The Contractor shall not dispute or refuse acceptance of any inmate assignment based on any medical, dental and/or mental health condition (s).

Proposers shall ensure that any person performing work under the Contract(s) agrees to adhere to all Department procedures, policies, and codes of conduct, including procedures concerning fraternization and contact with inmates. The Proposer shall ensure compliance with all applicable statutes, promulgated rules, court orders, and administrative directives pertaining to the delivery of health care services. The Proposer shall employ health care professionals whose licenses or certifications are clear, active and unrestricted.

For additional general description of services, see Section 3, Scope of Services Sought.

2.3 Statement of Purpose

For administrative purposes throughout this document, the Department is referring to a vendor, offeror or proposer as "Contractor" and any contract to be issued as a result of this RFP as "the Contract" or "this Contract". This does not mean or imply that any person or firm submitting a response to the RFP as a vendor, offeror or proposer will ultimately be awarded a contract or otherwise become a Contractor as that term is commonly understood. By utilizing the term "Contractor" and "this Contract" or "the Contract" throughout this RFP, the Department will be able to more quickly and efficiently transfer terms and conditions from this RFP document into a Contract document.

All services to be performed by, or under the direction of the Contractor under any resultant contract shall meet or exceed the minimum requirements outlined in this RFP. Under no circumstances shall service delivery meeting less than the minimum service requirements be permitted without the prior written approval of the Department. Otherwise, it shall be considered that services proposed will be performed in strict compliance with the requirements and rules, regulations and governance contained in this RFP and proposers shall be held responsible therefore.

The Department is requesting proposals from qualified vendors who have at least five (5) years of business/corporate experience with appropriately experienced management and at least three (3) years of business/corporate experience, within the last five (5) years, in the provision of comprehensive healthcare services to an aggregate patient population of a minimum of 50,000 ~~inmate~~ patients at any one time in prison, jail or other comparable managed healthcare settings. The Department understands that, due to the size and complexity of the inmate healthcare program, the service solution may require partnerships, joint ventures, and/or subcontracting between two or more companies, and therefore will consider the combined experience and qualifications of any such partnerships meeting these requirements. To ensure the bidding entity is qualified to serve inmate populations in prison settings, the vendor(s), whether responding independently, as a partnership, as a joint venture, or with a response that proposes utilization of subcontractor(s), must collectively have at least five (5) total years of business/corporate experience with appropriately experienced management and at least three (3) total years of business/corporate experience within the last five (5) years, providing comprehensive healthcare with sufficient levels of service in all areas (dental, mental health and physical healthcare) comparable to the service levels sought via this RFP to an ~~inmate~~ patient population of at least 50,000 ~~inmates~~ patients.

Throughout the term of the resultant contract, it will be the policy of the Department to maintain the institutional capacities and functional grades shown in EXHIBIT A at or near the maximum level at each institution. Note: The actual population at each institution may not currently be at maximum capacity; however, the proposer shall be prepared to deliver healthcare services up to and including the identified maximum capacity level during the term of the resultant contract.

Comprehensive healthcare services shall be made available to inmates according to the program definitions and specifications outlined in this RFP and any applicable exhibits. Access to and provision of comprehensive healthcare services will be in accordance with minimum constitutionally adequate levels of healthcare and in compliance with

(5) years, in the provision of comprehensive healthcare services to an aggregate patient population of a minimum of 50,000 ~~inmate~~ patients at any one time in prison, jail or other comparable managed healthcare settings. The Department understands that, due to the size and complexity of the inmate healthcare program, the service solution may require partnerships, joint ventures, and/or subcontracting between two or more companies, and therefore will consider the combined experience and qualifications of any such partnerships meeting these requirements. To ensure the bidding entity is qualified to serve inmate populations in prison settings, the vendor(s), whether responding independently, as a partnership, as a joint venture, or with a response that proposes utilization of subcontractor(s), must collectively have at least five (5) total years of business/corporate experience with appropriately experienced management and at least three (3) total years of business/corporate experience within the last five (5) years, providing comprehensive healthcare with sufficient levels of service in all areas (dental, mental health and physical healthcare) comparable to the service levels sought via this RFP to an ~~inmate~~ patient population of at least 50,000 ~~inmates~~ patients. Details of the Proposer's experience, including that of any partners to a joint venture, subcontractors, etc., that meet this requirement shall be provided in narrative form and in sufficient detail so that the Department is able to judge its complexity and relevance. Specifically include:

5.3.2.1 Provide a narrative description of Proposer's past experience delivering comprehensive healthcare services that meets the minimum qualifications set forth by this RFP. Clearly identify number of years providing services and dates of service delivery.

5.3.2.2 Provide the Proposer's business plan (the organization's current status and plans for several years into the future) and administrative structure. Describe the Proposer's organizational structure, depicting clear lines of authority.

5.3.2.3 Provide a list of all contracts current and/or past (within five (5) years) that fully demonstrate/illustrate that the Proposer has the experience and ability to completely and timely provide comprehensive healthcare services to an aggregate population of at least 50,000 inmates at any one time inmates in prison settings. If voluminous, no more than 10-15 contracts specifically related to the statement of services sought in this RFP shall be listed.

5.3.2.4 Provide a narrative summary of contract performance in the above-identified contracts, including information on any major adverse findings and/or liquidated damages imposed.

5.3.2.5 Provide a summary of any exemplary or qualitative findings, recommendations, or other validations, demonstrating operational experience. (i.e., specialized accreditations, grant awards, etc.).

5.3.2.6 Provide a list of all contracts Proposer has provided services under that were terminated prior to original expiration date or for which Proposer requested termination, or reached mutual agreement on termination prior to the original contracted expiration date, and all reasons for such actions. Provide complete, detailed information about the circumstances leading to termination as well as the name and contact information for the other party to each terminated contract. If no contracts have been so terminated, Proposer shall provide a statement to that effect.

5.3.2.7 The Proposer shall provide copies of any and all documents regarding complaints filed, investigations made, warning letters or inspection reports issued, or any disciplinary action imposed by any federal or state oversight agencies within the past five (5) years. Proposer shall also identify all entities of or related to the Proposer (including parent company and subsidiaries of the parent company, divisions or subdivisions of parent company, or of Proposer) that have ever been convicted of fraud or of deceit or unlawful business dealings whether related to the services contemplated by this RFP or not, or entered into any type of settlement agreement concerning charges of fraud or any other type of dealings contrary to federal, state, or other regulatory agency regulations. Proposer shall identify the amount of any payments made as part of any settlement agreement, consent order or conviction.

*** MANDATORY FORM ***

ATTACHMENT 1 – CERTIFICATION/ATTESTATION PAGE

RFP #11-DC-8324

1. Business/Corporate Experience
This is to certify that the Proposer has at least five (5) years of business/corporate experience with appropriately experienced management and at least three (3) years of business/corporate experience, within the last five (5) years, in the provision of comprehensive healthcare services to an aggregate patient population of a minimum of 50,000 ~~inmate~~ patients at any one time in prison, jail or other comparable managed healthcare settings. The Department understands that, due to the size and complexity of the inmate healthcare program, the service solution may require partnerships, joint ventures, and/or subcontracting between two or more companies, and therefore will consider the combined experience and qualifications of any such partnerships meeting these requirements. To ensure the bidding entity is qualified to serve inmate populations in prison settings, the vendor(s), whether responding independently, as a partnership, as a joint venture, or with a response that proposes utilization of subcontractor(s), must collectively have at least five (5) total years of business/corporate experience with appropriately experienced management and at least three (3) total years of business/corporate experience within the last five (5) years, providing comprehensive healthcare with sufficient levels of service in all areas (dental, mental health and physical healthcare) comparable to the service levels sought via this RFP to an ~~inmate~~ patient population of at least 50,000 ~~inmates~~ patients.

2. Authority to Legally Bind the Proposer
This is to certify that the person signing the Florida Department of Corrections RFP Acknowledgement Form and this Certification/Attestation Page is authorized to make this affidavit on behalf of the firm, and its owner, directors and officers. This person is the person in the Proposer's firm responsible for the prices and total amount of this Proposal and the preparation of the Proposal.

3. Acceptance of Terms and Conditions
This is to certify that the Proposer will comply with all terms and conditions contained within the RFP.

4. Certification of Minimum Service Requirements/No Deviations
This is to certify that the services proposed meet or exceed the minimum service requirements as specified in Section 3, Scope of Services Sought, of this RFP. Furthermore, this is to certify that the proposal submission contains no deviations from the requirements of the RFP.

5. Statement of No Involvement:
This is to certify that the person signing the proposal has not participated, and will not participate, in any action contrary to the terms of this RFP.

6. Statement of No Inducement:
This is to certify that no attempt has been made or will be made by the Proposer to induce any other person or firm to submit or not to submit a Proposal with regard to this RFP. Furthermore this is to certify that the Proposal contained herein is submitted in good faith and not pursuant to any agreement or discussion with, or inducement from, any firm or person to submit a complementary or other non-competitive Proposal.

7. Statement of Non-Disclosure:
This is to certify that neither the price(s) contained in this Proposal, nor the approximate amount of this Proposal have been disclosed prior to award, directly or indirectly, to any other proposer or to any competitor.

8. Statement of Non-Collusion:
This is to certify that the prices and amounts in this Proposal have been arrived at independently, without consultation, communications, or agreement as to any matter relating to such prices with any other proposer or with any competitor and not for the purpose of restricting competition.

9. Statement of No Investigation/Conviction:
This is to certify that Proposer, it's affiliates, subsidiaries, officers, directors and employees are not currently under investigation by any governmental agency and have not in the last three years been convicted or found liable for any act prohibited by State or Federal law in any jurisdiction, involving conspiracy or collusion with respect to bidding on any public contract.

10. Non-Discrimination Statement:
This is to certify that the Proposer does not discriminate in their employment practices with regard to race, creed, color, national origin, age, gender, marital status or disability.

11. Unauthorized Alien Statement:
This is to certify that the Proposer does not knowingly employ unauthorized alien workers, pursuant to Section 274A of the Immigration and Nationality Act.

Dated this _____ day of _____ 2011.

Name of Organization: _____

Signed by: _____

Print Name: _____

being duly sworn deposes and says that the information herein is true and sufficiently complete so as not to be misleading.

Subscribed and sworn before me this _____ day of _____ 2011.

Personally Known ____ OR Produced Identification ____ Type of Identification Produced _____

Notary Public: _____

My Commission Expires: _____

ADDENDUM ACKNOWLEDGEMENT FORM
RFP #11-DC-8324
A D D E N D U M #2

Department of Corrections
4070 Esplanade Way
Tallahassee, Florida 32399-2500

SOLICITATION NO.: RFP #11-DC-8324

SOLICITATION TITLE: Comprehensive Healthcare Services in Regions I, II and III

PROPOSAL DUE: December 12, 2011

OPENING DATE: December 13, 2011

ADDENDUM NO.: Two (2) DATE: October 27, 2011

PLEASE BE ADVISED THAT THE FOLLOWING CHANGES ARE APPLICABLE TO THE ORIGINAL SPECIFICATIONS OF THE ABOVE-REFERENCED RFP:

This addendum includes the following:

1. Revised Calendar of Events: Pages 136 and 137 are being replaced with Revised Pages 136 and 137. Revisions are highlighted in yellow.

If you have any difficulty in downloading any of the attached documents, please call or e-mail a request for copies to the Procurement Manager.

THIS ADDENDUM NOW BECOMES A PART OF THE ORIGINAL RFP.

THE ADDENDUM ACKNOWLEDGMENT FORM SHALL BE SIGNED BY AN AUTHORIZED COMPANY REPRESENTATIVE, DATED AND RETURNED WITH THE PROPOSAL AS INSTRUCTED IN SECTION 5, PROPOSAL SUBMISSION REQUIREMENTS. FAILURE TO DO SO MAY SUBJECT THE PROPOSER TO DISQUALIFICATION.

Failure to file a protest within the time prescribed in Section 120.57(3), Florida Statutes, or failure to post the bond or other security required by law within the time allowed for filing a bond shall constitute a waiver of proceedings under Chapter 120, Florida Statutes.

PROPOSER: _____ BY: _____

ADDRESS: _____ PHONE: _____

CITY, STATE: _____ DATE: _____

AUTHORIZED SIGNATURE: _____

SECTION 4 – PROCUREMENT RULES AND INFORMATION

4.1. Procurement Manager

Questions related to the procurement should be addressed to:

Ana Ploch, Procurement Manager
Florida Department of Corrections
Bureau of Procurement & Supply
4070 Esplanade Way
Tallahassee, FL 32311
Telephone: (850) 717-3680
Fax: (850) 488-7189
E-mail: ploch.ana@mail.dc.state.fl.us

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

Questions will only be accepted if submitted in writing and received on or before the date and time specified in the Calendar of Events (Section 4.2). Responses will be posted on the Vendor Bid System (VBS) by the date referenced in the Calendar of Events (Section 4.2).

Any person requiring special accommodation in responding to this solicitation because of a disability should call the Bureau of Procurement and Supply at 850-717-3700 at least five (5) days prior to any pre-solicitation conference, solicitation opening or meeting. If you are hearing or speech impaired, please contact the Bureau of Procurement and Supply by using the Florida Relay Service, which can be reached at 1-800-955-8771 (TDD).

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

4.2. Calendar of Events

Listed below are the important actions and dates/times by which the actions shall be taken or completed. If the Department finds it necessary to change any of these dates/times, it will be accomplished by an addendum. All listed times are local Eastern Standard Time in Tallahassee, Florida.

	DATE	TIME	ACTION
4.2.1	September 14, 2011		Release of RFP to public, posted on VBS
4.2.2	September 19, 2011		Last day for Notice of Intent to Propose received by the Department, and for submitting information for background screening (names and identifying information for site visits)
4.2.3	September 26 – October 5, 2011		Site Visits
4.2.4	October 12, 2011	5:00 p.m.	Last day for Written Inquiries received by the Department
4.2.5	November 18, 2011		Anticipated date that Answers to Written Inquiries to the RFP will be posted on VBS.
4.2.6	December 12, 2011	5:00 p.m.	Proposals Due

	DATE	TIME	ACTION
4.2.7	December 13, 2011	2:00 p.m.	Project Proposal Opening - Including Review of Mandatory Responsiveness Requirements (Fatal Criteria)
4.2.8	January 9, 2011	2:00 p.m.	Anticipated date of Price Proposal Opening
4.2.9	January 23-27, 2012		Anticipated date for Legislative Budget Committee Review
4.2.10	February 6, 2012		Anticipated Posting of Agency Decision
4.2.11	March 1, 2012		Anticipated Contract Start Date – Allows for an implementation planning period prior to the beginning of services. Implementation of services shall begin on April 1, 2012 and must be completed for all locations and regions between April 1, 2012 and June 30, 2012

4.3. Procurement Rules

4.3.1 Submission of Proposals

Each proposal shall be prepared simply and economically, providing a straightforward, concise delineation of the Proposer's capabilities to satisfy the requirements of this RFP. Elaborate bindings, colored displays, and promotional material are not desired. Emphasis in each proposal shall be on completeness and clarity of content. In order to expedite the evaluation of proposals, it is essential that Proposers follow the format and instructions contained in the Proposal Submission Requirements (Section 5) with particular emphasis on the Mandatory Responsiveness Requirements.

Proposals are due at the time and date specified in the Calendar of Events (Section 4.2) at the Department of Corrections, Bureau of Procurement and Supply, and shall be submitted to the attention of the Procurement Manager listed in Section 4.1. Proposals shall be delivered via express mail, or hand-delivery, to the address listed in Section 4.1. Proposals received late (after proposal due date and time) will not be considered, and no modification by the Proposer, of submitted proposals, will be allowed, unless the Department has made a request for additional information. No Department staff will be held responsible for the inadvertent opening of a proposal not properly sealed, addressed or identified.

NOTE: Proposers should keep in mind that the PROPOSALS DUE date and the PROJECT PROPOSAL OPENING date are not the same.

4.3.2 Proposal Opening

Proposals will be publicly opened at the time and date specified in the Calendar of Events (Section 4.2). The opening of proposals will take place at the Department of Corrections, Bureau of Procurement and Supply, 4070 Esplanade Way, 2nd floor, Tallahassee, Florida. The name of all Proposers submitting proposals shall be made available to interested parties upon written request to the Procurement Manager listed in Section 4.1.

4.3.3 Costs of Preparing Proposal

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

4.3.4 Disposal of Proposals

All proposals become the property of the State of Florida and will be a matter of public record subject to the provisions of Chapter 119, Florida Statutes. Selection or rejection of the proposal will not affect this right.

ADDENDUM ACKNOWLEDGEMENT FORM
RFP #11-DC-8324
A D D E N D U M #3

Department of Corrections
4070 Esplanade Way
Tallahassee, Florida 32399-2500

SOLICITATION NO.: RFP #11-DC-8324

SOLICITATION TITLE: Comprehensive Healthcare Services in Regions I, II and III

PROPOSAL DUE: December 19, 2011

OPENING DATE: December 20, 2011

ADDENDUM NO.: Three (3) DATE: November 18, 2011

PLEASE BE ADVISED THAT THE FOLLOWING CHANGES ARE APPLICABLE TO THE ORIGINAL SPECIFICATIONS OF THE ABOVE-REFERENCED RFP:

This addendum includes the following:

1. Nondisclosure Agreement for Restricted Information.
2. Pages 12, 25, 26, 40, 41, 50, 51, 57, 70, 123, 124, 136, 137, 146, 148, 150, 152, 154, 155, 157, 158, 159, 160, 165, 167, 169, 179, and 196 are being replaced with Revised Pages 12, 25, 26, 40, 41, 50, 51, 57, 70, 123, 124, 136, 137, 146, 148, 150, 152, 154, 155, 157, 158, 159, 160, 165, 167, 169, 179, and 196. Pages 25A, 40A, 51A, 150A, and 196A have been added. Revisions are highlighted in yellow.
3. Revised Calendar of Events.
4. Responses to Written Inquiries.
5. Informational documents relevant to the written inquiries (available via CD).

If you have any difficulty in downloading any of the attached documents, please call or e-mail a request for copies to the Procurement Manager.

THIS ADDENDUM NOW BECOMES A PART OF THE ORIGINAL RFP.

THE ADDENDUM ACKNOWLEDGMENT FORM SHALL BE SIGNED BY AN AUTHORIZED COMPANY REPRESENTATIVE, DATED AND RETURNED WITH THE PROPOSAL AS INSTRUCTED IN SECTION 5, PROPOSAL SUBMISSION REQUIREMENTS. FAILURE TO DO SO MAY SUBJECT THE PROPOSER TO DISQUALIFICATION.

Failure to file a protest within the time prescribed in Section 120.57(3), Florida Statutes, or failure to post the bond or other security required by law within the time allowed for filing a bond shall constitute a waiver of proceedings under Chapter 120, Florida Statutes.

PROPOSER: _____ BY: _____

ADDRESS: _____ PHONE: _____

CITY, STATE: _____ DATE: _____

AUTHORIZED SIGNATURE: _____

NONDISCLOSURE AGREEMENT FOR RESTRICTED INFORMATION
ADDENDUM #3 – RFP #11-DC-8324

In connection with RFP 11-DC-8324, entitled "Comprehensive Healthcare Services in Regions I, II, and III" the Florida Department of Corrections ("DC") is disclosing to you business information, procedures, technical information and/or ideas identified as "Restricted".

In consideration of any disclosure and any Restricted information provided by DC concerning RFP 11-DC-8324, you agree as follows:

1. You will hold in confidence and not possess or use (except to evaluate and review in relation to the RFP) or disclose any Restricted information except information you can document (a) is in the public domain through no fault of yours, (b) was properly known to you, without restriction, prior to disclosure by DC, or (c) was properly disclosed to you by another person without restriction, and you will not reverse engineer or attempt to derive the composition or underlying information, structure or ideas of any Restricted information. The foregoing does not grant you a license in or to any of the Restricted information.

2. If you decide not to proceed with the proposed business relationship or if asked by DC, you will promptly return all Restricted information and all copies, extracts and other objects or items in which it may be contained or embodied.

3. You will promptly notify DC of any unauthorized release of Restricted information.

4. You understand that this statement does not obligate DC to disclose any information or negotiate or enter into any agreement or relationship.

5. You acknowledge and agree that due to the unique nature of the Restricted information, any breach of this agreement would cause irreparable harm to DC for which damages are not an adequate remedy and that the DC shall therefore be entitled to equitable relief in addition to all other remedies available at law.

6. The terms of this Agreement will remain in effect with respect to any particular Restricted information until you can document that it falls into one of the exceptions stated in Paragraph 1 above.

7. This Agreement is governed by the laws of the State of Florida and may be modified or waived only in writing. If any provision is found to be unenforceable, such provision will be limited or deleted to the minimum extent necessary so that the remaining terms remain in full force and effect. The prevailing party in any dispute or legal action regarding the subject matter of this Agreement shall be entitled to recover attorneys' fees and costs.

Information identified as "Restricted" is included in the Addendum #3 Q&A Documents CD.

Acknowledged and agreed on _____, 2011:

By:_____
(Signature)

Name:_____

Company Name:_____

Title:_____

Florida Department of Corrections (DC)

By:_____
(Signature)

Name:_____

Title:_____

The Contractor must understand that the institutions are first charged with the responsibility for maintaining custody and security for inmates. Therefore, the Department retains authority to assign inmates to the most appropriate institution. The Contractor shall not dispute or refuse acceptance of any inmate assignment based on any medical, dental and/or mental health condition (s).

Proposers shall ensure that any person performing work under the Contract(s) agrees to adhere to all Department procedures, policies, and codes of conduct, including procedures concerning fraternization and contact with inmates. The Proposer shall ensure compliance with all applicable statutes, promulgated rules, court orders, and administrative directives pertaining to the delivery of health care services. The Proposer shall employ health care professionals whose licenses or certifications are clear, active and unrestricted.

Telehealth and/or telemedicine is not currently utilized in any region; however, the Contractor ultimately selected through this RFP process may utilize telehealth at Contractor's own expense to facilitate provision of services where such services can be appropriately provided by these means. Telehealth may only be utilized if it is designed toward and results in improving responsiveness of care, reducing security costs by reducing medical escorts and improving public safety. This service will be considered under any resultant contract as a value added service to be delivered at no cost to the state.

For additional general description of services, see Section 3, Scope of Services Sought.

2.3 Statement of Purpose

For administrative purposes throughout this document, the Department is referring to a vendor, offeror or proposer as "Contractor" and any contract to be issued as a result of this RFP as "the Contract" or "this Contract". This does not mean or imply that any person or firm submitting a response to the RFP as a vendor, offeror or proposer will ultimately be awarded a contract or otherwise become a Contractor as that term is commonly understood. By utilizing the term "Contractor" and "this Contract" or "the Contract" throughout this RFP, the Department will be able to more quickly and efficiently transfer terms and conditions from this RFP document into a Contract document.

All services to be performed by, or under the direction of the Contractor under any resultant contract shall meet or exceed the minimum requirements outlined in this RFP. Under no circumstances shall service delivery meeting less than the minimum service requirements be permitted without the prior written approval of the Department. Otherwise, it shall be considered that services proposed will be performed in strict compliance with the requirements and rules, regulations and governance contained in this RFP and proposers shall be held responsible therefore.

The Department is requesting proposals from qualified vendors who have at least five (5) years of business/corporate experience with appropriately experienced management and at least three (3) years of business/corporate experience, within the last five (5) years, in the provision of comprehensive healthcare services to an aggregate patient population of a minimum of 50,000 inmate patients at any one time in prison, jail or other comparable managed healthcare settings. The Department understands that, due to the size and complexity of the inmate healthcare program, the service solution may require partnerships, joint ventures, and/or subcontracting between two or more companies, and therefore will consider the combined experience and qualifications of any such partnerships meeting these requirements. To ensure the bidding entity is qualified to serve inmate populations in prison settings, the vendor(s), whether responding independently, as a partnership, as a joint venture, or with a response that proposes utilization of subcontractor(s), must collectively have at least five (5) total years of business/corporate experience with appropriately experienced management and at least three (3) total years of business/corporate experience within the last five (5) years, providing comprehensive healthcare with sufficient levels of service in all areas (dental, mental health and physical healthcare) comparable to the service levels sought via this RFP to an inmate population of at least 50,000 inmates.

Throughout the term of the resultant contract, it will be the policy of the Department to maintain the institutional capacities and functional grades shown in EXHIBIT A at or near the maximum level at each institution. Note: The actual population at each institution may not currently be at maximum capacity; however, the proposer shall be prepared to deliver healthcare services up to and including the identified maximum capacity level during the term of the resultant contract.

Comprehensive healthcare services shall be made available to inmates according to the program definitions and specifications outlined in this RFP and any applicable exhibits. Access to and provision of comprehensive healthcare services will be in accordance with minimum constitutionally adequate levels of healthcare and in compliance with

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

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

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

The Department is considering a mission change at Reception and Medical Center Hospital in Lake Butler; therefore, the Contractor shall submit two options for hospital services: one plan that may include the use of RMC Hospital and other community hospitals for hospital services; and a second plan that includes the use of community hospitals only. If used, the reimbursement for using RMC Hospital will be based on an all-inclusive Daily Inpatient Rate established by the Department. The rate will be invoiced per twenty-four (24) hours or any part thereof over twelve (12) hours. Inmate services provided for less than twelve (12) hours will be charged at one-half (1/2) the Daily Inpatient Rate. The reimbursement for using outpatient services at RMC will be based on the reimbursement rate between the Contractor and the vendor providing the services.

Currently, the Department has an established fee schedule for services provided by RMC Hospital/Institution to inmates housed at private prisons. Should the Department decide to continue operating RMC Hospital as a licensed hospital and continue to offer RMC Institutional outpatient consult services, the Region II contractor (RMC Hospital/Institution) shall be entitled to reimbursement in accordance with this fee schedule. The fee schedule will be reviewed at least annually, but not more than semi-annually, by the Department and the Region II Contractor. All fees shall be approved by the Department. Contractors, outside of Region II, will not be required to transfer patients to RMC Hospital/Institution for services; however, the Contractors may use the services provided if cost reductions can be achieved. In order to ensure equal access to RMC services for all contractors, the Department shall approve, pre-authorize, and retain final authority for all movement/transfers, except for emergency hospital admissions.

3.3.14 Specialty Care

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

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

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

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

- Oral surgery
- OB/GYN Services
- Gastroenterology
- Surgical services
- Orthopedic services
- Physiotherapy services
- ENT
- Podiatry
- Dermatology
- Urology
- Neurology
- Internal medicine
- Audiology

- Neurosurgery/Neurology
- Oncology
- Nephrology
- Endocrinology
- Infectious disease treatment
- Ophthalmology
- Respiratory therapy
- Cardiology
- Physical therapy
- Orthotics

3.3.15 Emergency Medical Services

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

3.3.16 Ambulance services

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

3.3.17 Dialysis Services

The contractor shall identify and provide all on-site and off-site peritoneal and/or hemodialysis services, supplies, equipment, and other related expenses. The contractor shall demonstrate in the proposal the ability to provide for onsite dialysis services. The contractor shall provide a Board Certified Nephrologist to supervise all dialysis services. The Contractor is responsible for developing a renal dialysis Quality Improvement and Infection Control Program to include accountability of sharps and waste. As part of the proposal, the contractor shall provide an outline of their proposed dialysis program.

3.3.18 Specialty Care for Impaired, Pregnant and/or Elderly Inmates

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

3.3.19 Off-Site Transportation

To keep security staff overtime to a minimum for health care related transports, the Contractor is required to establish off-site services as conveniently located to the institutions as possible. Some off-site specialty visits are unavoidable and not controllable by the Contractor. Except for radiotherapy services, the Contractor shall be required to pay the sum of $250.00 per inmate per round trip over ~~45~~ 50 miles on the officer's mileage log for every trip made. Mileage shall be calculated door-to-door from institution to the appointment site and back to the institution, taking the most direct route. Inmate transfers/movements and/or referrals between institutions for security and/or health related needs directed by the Department are not applicable to this issue.

inpatient record. Physician's orders shall document the maximum duration of the order for restraint, the clinical rationale for restraint, and the behavioral criteria for release from restraints.

3.5.12 Aftercare Planning for Mentally Retarded and Mentally Disordered Inmates

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

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

3.5.13 Psychological Evaluations and Referrals

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

3.5.14 Clinical Review and Supervision

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

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

3.5.15 Psychology Doctoral Internship and Post-Doctoral Fellowship Programs

The Department has a Doctoral Psychology Internship program that is accredited by the American Psychological Association (APA) and is a member of the Association of Psychology Postdoctoral and Internship Centers (APPIC). The internship mission is to provide training that will produce postdoctoral/entry level psychologists who have the requisite knowledge and skills for successful entry into the practice of professional psychology in general clinical or correctional settings and eventually become licensed psychologists. The internship is organized around a Practitioner-Scholar Model where scientific training is integrated into the practice training component. The internship consists of 2,000 hours over a one year period and begins July 1st and ends on June 30th of the succeeding year. The Florida Department of Corrections funds four (4) interns per year. Interns work at several facilities during the year and are supervised by at least three different Florida licensed psychologists. For more information on the APA Internship program see EXHIBIT W.

~~The successful Contractor shall fund and incorporate the internship training director and the interns into the mental health service delivery system in order to satisfy the internship requirements.~~

The Department will have a Psychology Post-Doctoral Fellowship program starting in 2012, with the goal of obtaining accreditation by the American Psychological Association. The mission of the Fellowship will be to prepare the Psychology Residents for the advanced practice of professional psychology, with an emphasis in correctional psychology. The Fellowship program will consist of two (2) Psychology Residents and a

Training Director, who will also serve as the Internship Training Director, and a data entry operator, who will also support the internship program.

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

3.5.16 Child and Adolescent Psychologist

The Contractor will ensure a Florida Licensed Psychologist with formal training and credentials in child and adolescent psychologist is assigned on a full time basis to one institution designated by the Department to house youthful offenders.

3.6 Nutrition and Health Diets

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

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

3.7 Pharmaceutical Services

~~Pharmaceutical Services are excluded from~~ For purposes of this solicitation~~.~~, Proposers shall provide two pricing packages, one of which will include the requirements outlined in this section and one that excludes Pharmaceutical Services.

NOTE: Price Information Sheet #2, including Pharmaceutical Services, will not be used for scoring or award purposes.

3.7.1 General Pharmaceutical Services

The contractor shall provide and be financially responsible for comprehensive pharmacy services including the provision of pharmaceuticals.

Provision of all pharmacy, prescription records, inmate prescriptions and non-prescription medications shall be the responsibility of the Contractor. All pharmacy services shall be in accordance with all applicable federal and state laws, rules, and regulations, Department of Corrections' rules and procedures, and Health Services Bulletins/Technical Instructions applicable to the delivery of pharmacy services in a correctional setting. All pharmaceutical services must be at the direction of a licensed Florida pharmacist.

3.7.1.1 The contractor shall maintain in the contractor's or subcontractor's name, at each institution, and facilities with stock legend medications, a Florida Department of Health, Board of Pharmacy Permit, i.e. Community Permit, Institutional Class II Permit, Modified II-B Institutional Permit, etc. The original of all required pharmacy-related state and federal licenses, permits, and registrations shall be posted at the facility. Such documentation shall include, but not be limited to, the following:

- 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
- Florida Department of Health, Board of Pharmacy Permit for the community permitted pharmacy Florida Department of Health, Board of Pharmacy, Institutional Class II and/or Modified II-B Institutional Permit
- United States Department of Justice Drug Enforcement Administration registration for the Community Pharmacy Permit
- 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.
- Consultant Pharmacist of Record for Institutional Class II and Modified II-B Institutional Permits
- Pharmacy Manager as designated to the Florida Board of Pharmacy
- Appropriate Wholesale distribution permit.
- The contractor shall comply with all Pedigree requirements such as mandated by Florida Statutes.

3. The Contractor must ensure that the health care status of inmates admitted to outside hospitals is reviewed to assure that the duration of hospitalization is no longer than medically indicated.
4. The Contractor must ensure that its staff documents all health care contacts in the medical record.
5. The Contractor must provide a staffing plan that identifies all personnel required to perform the services and/or responsibilities under the Contract. All staffing plans shall be approved by the Department's Office of Health Services.
6. The majority of outside services should be provided within a forty-five (45)-mile radius of each of the Department's secured institutions.
7. The Contractor will be responsible for the cost of disposal of all bio-hazardous, hazardous and/or other EPA regulated waste produced in the care, diagnosis, and treatment of the inmate.
8. The Contractor will be responsible for all long distance phone charges.

3.14.2 Administrative Functions

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

1. Attendance at monthly contract overview meetings;
2. Attendance at institution monthly/weekly Wardens meetings;
3. Attendance at regional meetings scheduled by the Regional Director;
4. Attendance at statewide meetings scheduled by the Department;
5. Reporting in compliance with statutes, rules, policies and procedures, court orders, health services bulletins, court orders, and other contractual requirements set forth by the Department. (risk management/incident reporting; infection control, quality management; HIPAA reports, etc.);
6. Attendance by Designated Office of Health Services staff and/or Health Services Administrator for each institution at all Regional Directors meetings;
7. Participation in statewide Quarterly Pharmaceutical and Therapeutic, and Quality Management meetings.
8. Provide administrative support for tracking inmate co-payments in the Department's Offender Based Information System (OBIS) or through the Electronic Health Record;
9. Responding to inmate health care requests and grievances;
10. Tracking and responding to inquiries from family members and officials making inquiry about health care issues on behalf of inmates. This includes referrals from the Department, the Executive Office of the Governor, and other elected officials.
11. Tracking and providing information in response to public records requests
12. Tracking and providing information in response to requests from the Office of Attorney General, DOH, and AHCA.

~~3.15 Telehealth~~

~~Telehealth is not currently utilized in any region; however, the Contractor ultimately selected through this RFP process shall utilize telehealth at Contractor's own expense to facilitate provision of services where such services can be appropriately provided by these means and the resulting telehealth design results in improving responsiveness of care, reducing security costs by reducing medical escorts and improving public safety. This service will be considered under any resultant contract as a service to be delivered at no cost to the state.~~

~~The goal of the Department is to develop a telehealth management application. The purchase will include product updates/upgrades, training, maintenance and support. Telehealth is to be a web-based, integrated, COTS system. The software, by sharing information about practice variations with individual providers, will assist the staff in the use of resources and help with improving overall quality of inmate healthcare. The software will support clinical positions and provide guidance to reviewers as well as enhance consistency of inmate healthcare.~~

~~The Department desires to use interactive audio-visual technology ("telehealth and/or telemedicine") at all of its major institutions. The goals in using telemedicine will be to improve inmate's access to primary health services, improve the quality and timeliness of primary, psychiatric, and specialty health services, and reduce the cost and disruption of~~

~~transportation. The Contractor shall use telemedicine for clinical consultations whenever possible, unless directed otherwise by the Department.~~

~~The Contractor will be responsible for the cost of the acquiring and maintaining the necessary telemedicine communication system, equipment and consultations provided by telemedicine. The contractor will also be responsible for paying for all telemedicine service line charges for calls related to provision of health care to Department inmates.~~

~~The proposed solution must meet the following minimum requirements, and shall be approved by the Department's Office of Information Technology (OIT):~~

- ~~Platform –~~
- ~~Browser IE6, IE7, IE8~~
- ~~Useable at 800x600 resolutions~~
- ~~Runs on a 64-bit platform Windows 2003 server & above~~
- ~~Application runs on Microsoft SQL 2008 or 2005 environment and above~~
- ~~Application capable of running in a 64-bit environment~~
- ~~Network –~~
- ~~Application supports clients connecting at T1, T3, WAN speed, and 100 mbps~~
- ~~Must integrate with supporting single sign-on User ID~~
- ~~Must support HL7 compatibility as well as other data standards~~

~~The proposed solution will be Intranet web-based and users will need Internet Explorer to access the application. The personal computer shall have a minimum of MS XP Pro, 512 MB RAM & 1GHz CPU. Users will not be required to have a client module on their PC. Must be Windows Active Directory compliant, capable of supporting single sign-on and be centrally managed by User ID. Updates (including white papers), patches and fixes must be approved by the Department's Office of Information Technology; however, the Contractor will be responsible for any up-load and install.~~

~~Software offered must have the ability to:~~

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

3.16 Computer and Information Systems

The Contractor must have an automated, integrated tracking and reporting system. ~~The Contractor must provide all computer equipment where needed, technical, and clerical support necessary to support the automated, integrated tracking and reporting system.~~ The Department will make available to the Contractor, at the Contractor's expense, PCs and printers currently being used by Health Services staff and that said equipment is the property of the Department. If the Contractor decides to use the equipment then the Contractor assumes responsibility for the equipment and the equipment will be treated like other Contractor equipment. This responsibility will include, but is not all inclusive, configuration, maintenance, support, upgrade, replacement and other requirements specified within this RFP. The equipment will not reside on the Department's network. The equipment (or its replacement) shall remain the property of the Department upon expiration or termination of the contract. Other references in regards to ownership, usage, transfer, end of contract and related subjects, apart from PCs and printers, still apply.

3.16.1 Corporate Access to the Departments Network

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

3.16.2 LAN to LAN Connections

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

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

3.16.16 Electronic Health Record (EHR)

The Department requires a paperless health record in compliance with the Health Care Reform Act, but no later than January 2014. Contractor must submit a plan for moving from a paper-based record system to a paperless health record. The plan must address such issues as hardware, software, transition, technical support, and ownership at the termination of the contractual period.

The Contractor's EHR:

- Must integrate and exchange encounter data in XML format including documentation version control and electronic signature encryption.
- Must be able to exchange data with other systems as approved by OIT and/or required by OHS.
- Must integrate single sign on access for all users to physician and patient medical reference library such as Up-to-date.
- Must provide Hosted solutions with no server hardware onsite. The contractor is to provide complete disaster recovery services including fail over data centers.
- Should combine patient records including scanned documents and dynamic (keyed) data entry document types.
- Should provide the feature of Electronic signature workflows on all document types.
- There should be an option to electronically verify medications on demand with outside providers via RXHUB or similar data sources.
- Should have a device level security for individual PC's and Laptops to access the EHR.
- Must not utilize a Virtual Private Network (VPN).

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

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

3.17 Health Records

All inmates must have a health record that is up-to-date at all times, and that complies with problem-oriented health record format, Department's policy and procedure, and ACA and/or NCCHC standards. The record must accompany the inmate at all health encounters and will be forwarded to the appropriate institution in the event the inmate is transferred. All procedures (including HIPAA and the HITECH Act) concerning confidentiality must be followed.

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

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

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

receives a Notice to Appear for violation of any criminal law involving a misdemeanor, or felony, or ordinance (except minor violations for which the fine or bond forfeiture is $200 or less) or when Contractor or Contractor's staff has knowledge of any violation of the laws, rules, directives or procedures of the Department.

3.20.2.5 No person who has been barred from any Department institution or other facility shall provide services under this Contract.

3.20.2.6 Department employees terminated at any time by the Department for cause may not be employed or provide services under this Contract.

3.20.2.7 The Contractor shall notify the Department, prior to employing any current or former employee of the Department to provide either full-time or part-time services pursuant to this Contract.

3.30.3 Utilization of E-Verify

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

3.30.4 Orientation and Training

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

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

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

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

3.30.4.4 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.

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

3.30.5 TB Screening/Testing

The Contractor shall ensure that all institutional staff, including subcontractors and other service providers, are screened and/or tested for tuberculosis prior to the start of service delivery, as appropriate, and screened/tested annually thereafter, as required by Department Procedure 401.015, Employee Tuberculosis

During follow-up monitoring, any noted failure by the Contractor to correct deficiencies for Other Contract Requirement violations identified in the monitoring report within the time frame specified in the CAP shall result in application of liquidated damages as specified in Section 3.36.11, Liquidated Damages for Other Contract Requirements.

3.35.4 Repeated Instances

Repeated instances of failure to meet either the Performance Outcomes and Standards or Other Contract Requirements Outcomes and Standards or to correct deficiencies thereof may, in addition to imposition of liquidated damages, result in determination of Breach of Contract and/or termination of the Contract in accordance with Section 7.3, Termination.

3.36 Liquidated Damages

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

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

3.36.1 Accreditation

Liquidated damages will be assessed for the failure to maintain compliance with mandatory health standards or lack of sufficient compliance with non-mandatory health standards which result in the failure any of the institutions within the Department to be reaccredited (Section 3.34.1.5.1), provided any such failure is the sole result of Contractor's actions or omission. Contractor agrees to pay liquidated damages in the amount of $50,000 per institution. In addition, the Contractor shall be responsible for any fee associated with a re-audit by ACA and/or NCCHC, provided such re-audit is the sole result of Contractor's actions or inactions.

If Contractor becomes aware of actions or omissions by the Department or a third party that interferes with Contractor meeting or maintaining ACA and/or NCCHC health standards, Contractor must immediately notify the Department and the third party in writing, as appropriate.

3.36.2 Staffing

3.36.2.1 Positions Not Staffed per Staffing Plan

In the event that on any day and/or shift, one or more healthcare staff positions are not staffed as agreed upon in the contract by a person or persons possessing qualifications at least as high as those required by that position(s), a ~~$1,000~~ deduction equal to the salary and benefits of the vacant staff per vacancy shall be made from the monthly contractual payment to the Contractor. Cross-coverage (one individual assigned to two positions simultaneously) will not be considered coverage under the contract. However, the Department will allow the Contractor to utilize contracted staffing options to staff positions full-time. In addition, the Contractor may utilize part-time employees to fill vacancies for a period not to exceed one week, without penalty.

3.36.2.2 90% of Required Staffing within 30 Days

A transition penalty of $5,000 per week per institution shall be assessed against the Contractor for failing to have at least 90% of the required staffing hours on site as of 30 days after the transition implementation effective date of the contract. However, the Department will allow the contractor to utilize contracted staffing options to staff positions full-time. In addition, the contractor may utilize part-time employees to fill vacancies for a period not

to exceed one week, without penalty. The transition penalty will apply, even if the aggregate staffing exceeds 90% of the required staffing hours, if the facility does not have a designated health service administrator, designated primary care physician, or designated senior registered nurse supervisor.

3.36.2.3 Staffing Levels Deficiencies

In the event staffing levels fall below five percent (5%) of staffing plan as required in Section 3.34.1.5.9, liquidated damages in the amount of one thousand dollars ($1,000) per day, per institution shall be imposed until such time as the deficiency is corrected. However, the Department will allow the contractor to utilize contracted staffing options to staff positions full-time. In addition, the contractor may utilize part-time employees to fill vacancies for a period not to exceed one week, without penalty.

3.36.3 Medical Services

3.36.3.1 Access to Care

For failure to maintain compliance with Section 3.34.1.1.1, liquidated damages in the amount of two hundred fifty dollars ($250) times the number of inmates who did not have access to care will be assessed for each institution for each calendar quarter of non-compliance.

3.36.3.2 Reception

For failure to maintain compliance with Section 3.34.1.1.3.1, liquidated damages in the amount of two hundred fifty dollars ($250) times the number of inmates for whom screening were not completed will be assessed for each institution for each calendar quarter of non-compliance.

3.36.3.3 Health Appraisals

For failure to maintain compliance with Section 3.34.1.1.3.2, liquidated damages in the amount of two hundred fifty dollars ($250) times the number of inmates for whom health appraisals were not completed within fourteen (14) days of arrival will be assessed for each institution for each calendar quarter of non-compliance.

3.36.3.4 Pre-release Planning

For failure to maintain compliance with Section 3.34.1.1.4, liquidated damages in the amount of two hundred fifty dollars ($250) times the number of inmates whom HIV Testing was not performed will be assessed for each institution for each calendar quarter of non-compliance.

3.36.3.5 Specialized Medical Care

For failure to maintain compliance with Section 3.34.1.1.6, liquidated damages will be assessed for the individual measures outlined below at each institution as follows:

1. Inmates who need specialized care that cannot be provided by the contractor will receive a specialty consultation appointment as clinically indicated - liquidated damages in the amount of two hundred fifty dollars ($250) times the number of inmates who were not referred for specialty care when needed will be assessed for each institution for each calendar quarter of non-compliance.
2. Follow up care after Specialty Consultation - liquidated damages in the amount of two hundred fifty dollars ($250) times the number of inmates who were not referred for specialty care when needed will be assessed for each institution for each calendar quarter of non-compliance.

3.36.3.6 Chronic Illness Clinics

SECTION 4 – PROCUREMENT RULES AND INFORMATION

4.1 Procurement Manager

Questions related to the procurement should be addressed to:

Ana Ploch, Procurement Manager
Florida Department of Corrections
Bureau of Procurement & Supply
4070 Esplanade Way
Tallahassee, FL 32311
Telephone: (850) 717-3680
Fax: (850) 488-7189
E-mail: ploch.ana@mail.dc.state.fl.us

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

Questions will only be accepted if submitted in writing and received on or before the date and time specified in the Calendar of Events (Section 4.2). Responses will be posted on the Vendor Bid System (VBS) by the date referenced in the Calendar of Events (Section 4.2).

Any person requiring special accommodation in responding to this solicitation because of a disability should call the Bureau of Procurement and Supply at 850-717-3700 at least five (5) days prior to any pre-solicitation conference, solicitation opening or meeting. If you are hearing or speech impaired, please contact the Bureau of Procurement and Supply by using the Florida Relay Service, which can be reached at 1-800-955-8771 (TDD).

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

4.2 Calendar of Events

Listed below are the important actions and dates/times by which the actions shall be taken or completed. If the Department finds it necessary to change any of these dates/times, it will be accomplished by an addendum. All listed times are local Eastern Standard Time in Tallahassee, Florida.

	DATE	TIME	ACTION
4.2.1	September 14, 2011		Release of RFP to public, posted on VBS
4.2.2	September 19, 2011		Last day for Notice of Intent to Propose received by the Department, and for submitting information for background screening (names and identifying information for site visits)
4.2.3	September 26 – October 5, 2011		Site Visits
4.2.4	October 12, 2011	5:00 p.m.	Last day for Written Inquiries received by the Department
4.2.5	November 18, 2011		Anticipated date that Answers to Written Inquiries to the RFP will be posted on VBS.
4.2.6	December 19, 2011	5:00 p.m.	Proposals Due

	DATE	TIME	ACTION
4.2.7	December 20, 2011	2:00 p.m.	Project Proposal Opening - Including Review of Mandatory Responsiveness Requirements (Fatal Criteria)
4.2.8	January 9, 2011	2:00 p.m.	Anticipated date of Price Proposal Opening
4.2.9	January 16-20, 2011		Anticipated date for Legislative Budget Committee Review
4.2.10	February 6, 2012		Anticipated Posting of Agency Decision
4.2.11	March 1, 2012		Anticipated Contract Start Date – Allows for an implementation planning period prior to the beginning of services. Implementation of services shall begin on April 1, 2012 and must be completed for all locations and regions between April 1, 2012 and June 30, 2012

4.3 Procurement Rules

4.3.1 Submission of Proposals

Each proposal shall be prepared simply and economically, providing a straightforward, concise delineation of the Proposer's capabilities to satisfy the requirements of this RFP. Elaborate bindings, colored displays, and promotional material are not desired. Emphasis in each proposal shall be on completeness and clarity of content. In order to expedite the evaluation of proposals, it is essential that Proposers follow the format and instructions contained in the Proposal Submission Requirements (Section 5) with particular emphasis on the Mandatory Responsiveness Requirements.

Proposals are due at the time and date specified in the Calendar of Events (Section 4.2) at the Department of Corrections, Bureau of Procurement and Supply, and shall be submitted to the attention of the Procurement Manager listed in Section 4.1. Proposals shall be delivered via express mail, or hand-delivery, to the address listed in Section 4.1. Proposals received late (after proposal due date and time) will not be considered, and no modification by the Proposer, of submitted proposals, will be allowed, unless the Department has made a request for additional information. No Department staff will be held responsible for the inadvertent opening of a proposal not properly sealed, addressed or identified.

NOTE: Proposers should keep in mind that the PROPOSALS DUE date and the PROJECT PROPOSAL OPENING date are not the same.

4.3.2 Proposal Opening

Proposals will be publicly opened at the time and date specified in the Calendar of Events (Section 4.2). The opening of proposals will take place at the Department of Corrections, Bureau of Procurement and Supply, 4070 Esplanade Way, 2nd floor, Tallahassee, Florida. The name of all Proposers submitting proposals shall be made available to interested parties upon written request to the Procurement Manager listed in Section 4.1.

4.3.3 Costs of Preparing Proposal

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

4.3.4 Disposal of Proposals

All proposals become the property of the State of Florida and will be a matter of public record subject to the provisions of Chapter 119, Florida Statutes. Selection or rejection of the proposal will not affect this right.

5.2.8 A statement affirmatively certifying that the Proposer has no interest and shall not acquire any interest that shall conflict in any manner or degree with the performance of the services required under this RFP.

5.2.9 The Proposer shall provide for both the Contractor and Contractor's personnel, copies of any and all documents regarding complaints filed, investigations made, warning letters or inspection reports issued, or any disciplinary action imposed by Federal or State oversight agencies within the past five (5) years.

5.2.10 The Proposer shall also identify all entities of or related to the Proposer (including parent company and subsidiaries of the parent company; divisions or subdivisions of parent company or of Proposer), that have ever been convicted of fraud or of deceit or unlawful business dealings whether related to the services contemplated by this RFP or not, or entered into any type of settlement agreement concerning a business practice, including services contemplated by this RFP, in response to a civil or criminal action, or have been the subject of any complaint, action, investigation or suit involving any other type of dealings contrary to federal, state, or other regulatory agency regulations. The Proposer shall identify the amount of any payments made as part of any settlement agreement, consent order or conviction.

~~5.2.11 A current copy of all required state and federal licenses, permits and registrations, including, but not limited to the face-sheet of the Contractor's current insurance policy coverage.~~

5.2.12 A current copy of all required state and federal licenses, permits, and registrations including, but not limited to the following:

5.2.12.1 the face-sheet of the Contractor's current insurance policy showing sufficient coverage as indicated in Section 7.15; and

5.2.12.1 any applicable state and/or federal licenses related to services provided under this RFP as applicable.

5.3 Tab 3 – Business/Corporate Qualifications

The purpose of this section is to provide the Department with a basis for determining the Proposer's competence and experience to undertake a project of this size. The Department is not interested in a voluminous description of previous contracts but rather a concise and thorough description of relevant information, background and experience as specified herein.

The Proposer shall supply the following information for the legally qualified corporation, partnership or other business entity submitting the proposal under this RFP that will be performing as "the Contractor" and insert it under Tab 3.

5.3.1 Business/Corporate Background

The background information of the Proposer indicated, which, at a minimum, shall include:

5.3.1.1 date established;
5.2.1.2 ownership (public company, partnership, subsidiary, etc.);
5.3.1.3 primary type of business and number of years conducting primary business;
5.3.1.4 total number of employees;
5.3.1.5 list of all officers of the firm indicating the percentages of ownership of each officer, and the names of the Board of Directors if applicable;
5.3.1.6 national accreditations, memberships in professional associations or other similar credentials.

5.3.2 Narrative/Record of Past Experience

As indicated in Section 2.3, Section 5.3.2, and ATTACHMENT 1, it is a mandatory responsiveness requirement that the Proposer has at least five (5) years of business/corporate experience with appropriately experienced management and at least three (3) years of business/corporate experience, within the last five

5.5.3 Organizational Chart

The Proposer shall provide an organizational chart outlining the hierarchy of key project personnel for the Contract proposed under this RFP, including management staff and key leadership at the institutional level. Note: The Department shall approve all management and key positions. In addition, the vendor may not hire any individual who has been terminated by the Department without the written approval of the Department.

5.3.4 Business/Corporate References

The Proposer shall furnish a minimum of three (3) business/corporate references with its Project Proposal submission, utilizing the form provided as ATTACHMENT 2 to support Proposer's stated business/corporate experience as outlined in this RFP. In order to qualify as relevant current experience, services described by corporate references shall be ongoing or have been completed within the sixty (60) months preceding the issue date of this RFP.

The references shall be completed and signed by the individual offering the reference, and certified by a notary public. Reference(s) shall identify the type of services provided by the Proposer (which should be directly relevant to the services outlined in this RFP), dates the Proposer provided such services, the firm/agency name of the entity for which the Proposer provided services, and the reference signer's *current* telephone number and address. Reference(s) shall include statements supporting that the Proposer has performed services similar in magnitude and scope to those requested in the RFP. References that do not support relevant service delivery experience shall be rejected. Proposers may not use the Florida Department of Corrections as a corporate reference. The Department reserves the right to contact the above-provided references as well as reference sources not listed in the proposal.

NOTE: The Department reserves the right to use all information provided in determining Proposer qualifications and responsibleness, as well as any other information the Department may obtain through any means that bears on the issue of responsibility.

5.4 Tab 4 – Project Staff

The purpose of this section is to provide the Department with a basis for determining the Proposer's understanding of the qualifications of personnel required for administrative oversight and/or management of a contract of this size and scope. The Proposer shall insert the required information under Tab 4 of the proposal.

5.4.1 Key Management Personnel and Qualifications

The Proposer shall provide biographies or curriculum vitae and qualifications of the following individuals to be assigned to the Contract. Such information shall include employment history for all relevant and related experience and all education and degrees (including specific dates, names of employers, and educational institutions). Licenses and credentials, as applicable, shall be provided with resumes, and experience and training must be indicated and must support that the respective individual meets the specifications listed below:

NOTE: The Department shall approve all management and key positions. In addition, the vendor may not hire any individual who has been terminated by the Department without the written approval of the Department.

5.4.1.1 Chief Executive Officer (or equivalent title) – The Chief Executive Officer is the highest ranking officer in the Contractor's company or organization. The CEO shall have a minimum of one (1) years' experience as CEO.

5.4.1.2 Administrative Project Manager (or equivalent title) - The Project Manager is the individual who will have corporate responsibility for administration of the contract. This individual shall have a minimum of three (3) years' experience within the past ten (10) years at the management

5.4.2 Project Staff References

The Proposer shall provide, for the individuals identified for the positions identified in Section 5.4.1, a minimum of two (2) and a maximum of four (4) references utilizing the form provided as ATTACHMENT 3 of this RFP. Reference(s) shall be completed and signed by the individual offering the reference, and certified by a notary public. Reference(s) shall demonstrate, at a minimum, the required timeframe of work experience and shall include statements supporting the ability of the individual to perform on the Contract resulting from this RFP. Employees, or former employees, of the Department may not be used and will not be accepted as references. Further, references will not be accepted from persons currently or formerly supervised by the person for whom the reference is being submitted or related to that person in any way. References shall be from objective sources. The Department reserves the right to contact references not listed in the Contractor's proposal.

5.5 Tab 5 – Financial Documentation

5.5.1 Proposer shall provide financial documentation that is sufficient to demonstrate its financial viability to perform as required under the Contract that results from this RFP. Three of the following five minimum acceptable standards shall be met, one of which must be either item 4, or item 5, immediately below. Unless otherwise stated, the Proposer shall supply the following information, in TAB 5 of its Proposal, for the legally qualified corporation, partnership or other business entity submitting the Proposal under this RFP that will be performing as the Contractor.

1. Current ratio: ~~greater than or equal to~~ ≥ .9:1 (.9)
   Computation: Total current assets ÷ total current liabilities

2. Debt to tangible net worth: ~~less than or equal to~~ ≤ 5:1
   Computation: Total liabilities ÷ (net worth minus intangible assets)

3. Dun & Bradstreet Supplier Evaluation Risk (SER Score) Rating: ~~less than or equal to~~ ≤ 4 (on a scale of 1-9). If the proposer, in its own assessment of these financial viability requirements, needs this element to meet 3 of the 5 standards, the proposer must request a Supplier Qualifier Report (SQR) from Dun & Bradstreet (D&B) and provide a copy of the SQR to the Department with the original proposal package. Otherwise, it is not required to submit the SQR, unless the proposer is uncertain of the Department's evaluation of all of these requirements. Instructions to obtain the SQR are included in ATTACHMENT 9.

4. Minimum existing annual sales or revenue as reported in the calendar or fiscal year ended in 2010~~:~~ ~~greater than or equal to $500 million~~. Either Option A or B below:

Option A	OR	Option B*
$ 500 Million		$ 250 Million*

*With the additional requirement, that in the three, most recent calendar or fiscal years, the proposer has reported positive net income in two of the last three years, as evidenced by audited or reviewed financial statements. A proposer intending to apply this option is required to submit audited or reviewed financial statements for the three most recent calendar or fiscal years.

5. Total equity requirements; either Option A or B: ~~as reported in the calendar or fiscal year ended in 2010: greater than or equal to $50 million~~

   Option A: Total equity ≥ $50 Million.

   Option B: Total equity ≥ $ 25 Million.*

*With the additional requirement, that in the three, most recent calendar or fiscal years, the proposer has reported positive net income in two of the last three years, as evidenced by audited or reviewed financial statements. A proposer intending to apply this option is required to submit audited or reviewed financial statements for the three most recent calendar or fiscal years.

NOTE: The Department acknowledges that privately held corporations and other business entities are not required by law to have audited financial statements. In the event the Proposer is a privately held corporation or other business entity whose financial statements ARE audited, such audited statements shall be provided. If the privately held corporation or other business entity does not have audited financial statements, then unaudited statements or other financial documentation sufficient to provide the same information as is generally contained in an audited statement, and as required below, shall be provided.

The Department also acknowledges that a Proposer may be a wholly-owned subsidiary of another corporation or exist in other business relationships where financial data is consolidated. Financial documentation is requested to assist the Department in determining whether the Proposer has the financial capability of performing the contract(s) that is issued pursuant to this RFP. The Proposer MUST provide financial documentation sufficient to demonstrate such capability including, where possible, financial information specific to the Proposer itself. All documentation provided will be reviewed by an independent

the services sought by the Department as set forth in the RFP. The Proposer shall insert the Technical Proposal/Service Delivery Narrative under Tab 6 of the Project Proposal.

The Technical Proposal/Service Delivery Narrative shall include all areas addressed in the Scope of Services not otherwise addressed and, at a minimum, the following service delivery information:

The Department seeks insightful proposals that describe proven, state-of-the-art methods. Recommended solutions should demonstrate that the Proposer would be prepared to quickly undertake and successfully complete the required tasks. The Proposer's work plan should include a staffing plan that will clearly and specifically identify key personnel assignments and the number of hours by individual for each task. (NOTE: The staffing plan should be consistent with the Work Plan). After award, the Work Plan will become the Proposer's master plan to fulfill the Contract. It will incorporate other plans required by this RFP, if any. The Work Plan must be as complete as possible at the time of submission. ~~It must:~~ The Department requests that the Proposer provides an introduction that addresses, but is not limited in scope, to the following items:

- Proposer's proposed organization(s) and management structure responsible for fulfilling the Contract's requirements.
- The methodologies, process, and procedures the Proposer's proposed organization(s) would follow to do the work.
- Proposer's quality review process and describe how communication and status review will be conducted between all parties.
- The work reporting procedures required for the successful completion of the work.
- Identification of any potential problem areas, recommended solutions to the problem areas, and any assumptions used in developing those solutions.

~~NOTE: Each of the above elements must be addressed separately and tabbed individually.~~

5.6.1 Contractor's Proposed Work Plan

To ensure the proposer's network is adequate to serve the Department's inmate, the Contractor will include written descriptions of the following:

1. Establishment of a network of regional and tertiary care settings for outpatient specialty services, including dental care.
2. Establishment of a network of regional and tertiary care settings for inpatient care services.
3. Establishment of arrangements for local off-site emergency room services, including transportation.
4. Establishment of a process for managing prior approval for elective off-site medical transportation for outpatient care, for inpatient care (not excluding mental health care when off-site inpatient mental health care placement is necessary), for placement in on-site infirmaries, mid-level residential mental health treatment settings, and for acute care mental health treatment units.
5. Management of a prior approval process for emergency travel within one business day, and that provides a clear process for dispute management.

5.6.2 Clinical Services/Outcomes

1. Describe current/actual clinical service capabilities in state correctional health care including resources (provide names and credentials of the Proposer's clinical experts).
2. Detail the Proposer's programming currently available in other state correctional health care contracts, and demonstrate how the programs are currently meeting the needs of states serviced.
3. Describe and enumerate your organization's clinical and administrative management oversight positions (e.g., directors, program managers, supervisory personnel, administrative services staff, etc.) which would be utilized to support the clinical staff assigned to the Department's mission. These may be identified as on-site or at the corporate center or at the Department's Central Office.
4. Provide a sample organizational chart showing the typical positioning of medical staff in a health unit.

Contractor and Department staff will run the Quality Assurance Program jointly. The proposer should describe the process that will be followed to achieve consensus regarding appropriate criteria screens. The proposer also shall describe how it will develop and implement plans to address findings.

All Contractors will cooperate in the performance of joint mortality reviews, with the results to be reviewed by the joint institution and Contractor's quality assurance workgroups. Contractors should define their peer review processes; the results of peer reviews will be shared with the Department's peer review workgroup and with the joint quality assurance workgroup as appropriate.

5.6.5 Program Management

Submit an overall Program Management Plan including, but not limited to:

1. A detailed description of the program management plan for this health care Contract.
2. Describe how your organization will provide services in accordance with ACA and/or NCCHC standards of care.
3. A list of each program's health managers and their contact information, credentials, and years of experience in state correctional healthcare.
4. Evidence regarding the Proposer's ability to recruit and retain qualified health program managers.
5. A description of each administrative and management position.
6. A description of how the Proposer will provide management services to each facility.
7. The Department is seeking medical services under the supervision of a board certified physician licensed by the Florida Board of Medical Examiners in general medicine or internal medicine. Provide information in response to the following:
   a. Explain the availability of such a professional through your organization.
   b. Provide a copy of your company's organizational chart identifying how clinical oversight is provided.
8. A description of how the Contractor will provide the following mandatory personnel:

   Physicians:
   Physicians who are board eligible or board certified in family medicine, internal medicine, or emergency medicine; licensed in the State of Florida with no conflicting restrictions. This requirement is not applicable to currently employed Department professional staff; however, past employees who request to be considered for hire must meet the requirement.

   Nurse Administrators:
   - Three years (3) professional nursing experience functioning as part of a multi-disciplinary health care team.
   - Twelve months experience in a supervisory capacity at a clinical or health care institution.
   - Licensed to practice nursing in the State of Florida with no restrictions.

   Staff Nurses:
   - Twelve (12) months experience functioning as part of a multi-disciplinary health care team.
   - Licensed to practice nursing in the State of Florida with no restrictions.

   Dentists - Clear, Active, unrestricted Florida License in Dentistry with no conflicting restrictions.

   Optometrists - Clear, Active, unrestricted Florida License in Optometry Pharmacist – Clear, Active, unrestricted Florida License in Pharmacy

   Consultant Pharmacist - Clear, active, unrestricted Florida Consultant Pharmacist License

   Psychologist - Clear, Active, unrestricted Florida License

   Psychiatrist - Clear, Active, unrestricted Florida License

   Mid Levels:

- Physician Assistants and Nurse Practitioners; licensed in the State of Florida with no conflicting restrictions
- Mental Health Professionals, LCSW, LPC MSW licensed in the State of Florida with no conflicting restrictions
- Dental Hygienists; licensed in the State of Florida with no conflicting restrictions.

The qualifications of Contractor's personnel are material to the Department's evaluation and subsequent award of the Contract. Any personnel identified in the Proposal will be considered the standard by which any subsequent replacement personnel will be evaluated. The Contractor is not to propose personnel solely as a startup effort, with the intention of introducing replacement personnel at the earliest possible opportunity. Contractor shall have all key personnel hired by the commencement of the contract

The Department will be moving to a paperless health record system in compliance with the Health Care Reform Act, but no later than January 2014. Proposers shall submit in their proposal a short-term classical paper-based health record and shall submit a plan to migrate from a paper-based health record to paperless health record system. The plan submitted by the Proposer must address such issues as hardware, software, transition, technical support, ongoing maintenance, software updates, training and ownership at the termination of the contractual period. The plan shall include a timeline for a phased-in implementation by institution or region, to be fully completed ~~within one year of contract execution~~ by January 2014.

5.6.6 Pharmaceutical Services

The Contractor shall be responsible for all pharmacy institutional licenses, non-formulary medications and emergency prescriptions filled at local pharmacies. If pharmaceutical services are awarded to the contractor, the contractor shall also be responsible for all pharmaceutical services including prescription records, inmate prescriptions and stock medications. All pharmacy services shall be in accordance with all applicable federal and state laws, rules, and regulations, Department of Corrections' rules and procedures, and Health Services Bulletins/Technical Instructions applicable to the delivery of pharmacy services in a correctional setting. All pharmaceutical services must be at the direction of a licensed Florida pharmacist.

5.6.6.1 The Contractor shall provide a plan to carry out pharmaceutical operations as stated in Section 3, Scope and Services Sought, pharmacy services that include, but shall not be limited to:

1. Controlled substances accountability
2. Medication administration record utilization
3. Drug Exception Request (DER), if applicable
4. Monthly reports as to the number of prescriptions written, medications dispensed and as needed reports
5. Reporting of medication nursing errors
6. Medication pharmacy errors
7. Corrective action plans
8. Return and refund for unused medication
9. Emergency medication acquisition
10. Pharmacist consultation: Consultant Pharmacist of Record and policies and procedures
11. Pharmacy inspections
12. Pharmacy medication education materials
13. Institutional pharmacy perpetual inventory
14. Formulary
15. Unit-dose packaging method for all medications
16. Pharmacy and Therapeutics Workgroup
17. Continuous Quality Improvement Program
18. DEA License verification
19. Institutional Drug Room License
20. Medication renewal tracking system
21. Drug storage and delivery services
22. IV Drugs
23. Accountability and destruction process

4. Include a list of names of the program administrator and clinical and support staff members. The Proposer will provide a description of the role of each staff member in the project, and a resume for each staff member that demonstrates the appropriate training, education, background, and/or experience with projects of comparable size and scope. The Proposer must also specify the job duties and discuss the qualifications of the proposed staff relative to such position requirements needed to perform the required health services.

5.6.8 Health Operational Oversight

Health services must be provided in a manner which meets established standards of the American Correctional Association (ACA) and/or National Commission on Correctional Health Care (NCCHC), Department, and all federal, state, and local laws. (Note that all of the activities undertaken in providing medical services to inmates are provided in an environment that encompasses every aspect of correctional health care.) The Proposer must define a system to provide for all of the following aspects of health care:

1. Medical services, to include on-site primary care, and medically necessary secondary, tertiary and emergency care.
2. Pharmacy services, all prescription medications, and over the counter medications to treat medical problems, pharmacy licenses, and consultant pharmacists.
3. On-site dental services: dental care, dental X-rays, and dental supplies including oral surgery when needed;
4. Specialty care as requested by primary care physicians or dentist;
5. Chronic care management;
6. Dialysis, radiotherapy and chemotherapy treatment;
7. Emergency medical care as requested by health care staff;
8. Hospitalization as required;
9. End-of-Life/Palliative Care
10. Optometry and eyeglass services;
11. Ancillary medical services, specifically including but not limited to: phlebotomy, laboratory, EKG and radiographic procedures and supplies;
12. Podiatry services medically indicated, including supplies, prescription, and procedures;
13. Emergency transport (ambulance);
14. Communicable disease and an institutional infection control program;
15. Lab services, including blood draws and supplies;
16. Routine physician care and periodic physical exams as required;
17. X-rays, X-ray interpretation and supplies;
18. Medical supplies
19. Prosthetics;
20. Medically-related office supplies and equipment;
21. Removal of all bio-hazardous, hazardous and/or other regulated EPA waste;
22. Nursing care on-site, 24 hours per day, seven days per week, including all holidays.
23. Sick call;
24. Management and ancillary staff to support health services program;
25. Medical and mental health reception process (initial intake screening)
26. All other items indentified in the Scope of Services not specifically address here.

5.6.9 Staffing Plan For Delivery of Care

The Contractor, using the Department's current baseline staffing matrix as a guide (see EXHIBIT K), shall develop its own individualized institutional staffing plans. The Contractor's staffing plan at each facility will ensure there is sufficient staff coverage for the delivery of care that meet and/or exceeds:

- Constitutionally adequate healthcare
- Current federal laws and state statutes, rules and procedures
- Current Health Service Bulletins/policies/procedures
- All outcome expectations as outlined in the RFP, particularly Section 3.22, Rules, Regulations and Governance, and Section 3.34, Contractor's Performance

During the transition phase, the Department will review and approve the Contractor's final staffing plan. The Contractor's staffing plans shall become the baseline staffing matrix that will determine all future staffing levels and liquidated damages. Any potential changes in the baseline staffing matrix must be approved by the Department and shall become the baseline staffing matrix on record.

5.6.10 Description of Special Program Areas

1. Re-entry Programs – Describe in detail what the Proposer is doing in other state correctional health contracts. The Department is looking to see how the Proposer's programs aid in the reduction of recidivism and in the delivery of continuation of care from prison to the community.
2. Behavior Management Programs – Submit examples of such programs from other state correctional mental health care contracts that the Proposer serves.
3. Special Population Management – Again submit program details for inpatient units from other state correctional mental health care contracts.
4. Describe mental health programming for other state correctional mental health contracts for mentally ill inmates in administrative segregation (what the Department refers to as Close Management).
5. Specify the policies and procedures to be utilized by your organization to deal with inmate complaints regarding any aspect of the health care delivery system.

5.6.11 Utilization Management and Utilization Review

1. The Proposer shall provide proposed methods for conducting UM and Utilization Review of the health case load and various service levels.
2. The service levels include Inpatient, Outpatient, Specialty and Crisis Intervention levels.
3. The system must include criteria for healthcare treatment, procedures and specialty care.
4. The system must be electronic and available to all institutions.
5. Provide actual programs and Outcomes in other state correctional health care contracts that the Proposer currently has.

5.6.12 Core Services delivered to provide a quality cost-effective program

1. Staffing, with specific numbers of all staff that will be provided by facility and position in key categories such as clinicians, registered nurses, clinical associates, psychologists, mental health specialists, psychiatrists, dental assistants, dental hygienists, consultant pharmacists, licensed practical/vocational nurses, etc. This shall include full position descriptions and proposed work schedule.
2. Credentialing Plan – Describe current initiatives and evidence to substantiate how the Proposer will ensure only credentialed professionals work for the Agency.
3. Cost Containment.
4. Recruitment Plan to ensure maintenance of professional clinical health staff and describe current recruiting resources that will be dedicated to the agency.

5.6.13 Core Services delivered to provide a quality assurance-effective program

1. ~~Describe your Quality Assurance plans specific to the needs of the Department.~~
2. Samples of other state correctional health care quality assurance programs, initiative, and outcomes shall be provided.
3. Describe the organization and management responsibilities of the QA plan and how it will integrate with that of the Agency and other stakeholders including that of the medical program.
4. Outcomes data should measure the ability of the plan to ensure with compliance with applicable standards such as ACA and/or NCCHC requirements, Agency Policies, and key aspects of patient care.

5.6.14 Medication Management

1. What resources does the Proposer have to ensure the appropriate and the effective use of medications?
2. Formulary management plan should be provided, and examples of its formulary management plan from other programs.
3. Utilization Review of high-cost medication management must be provided. Specifically, describe how the prescribing pattern of each provider will be monitored, reviewed, and addressed in cases of variation from the norm. Also, provide examples of this from other state correctional health programs that the Proposer currently serves.
4. Treatment Guidelines – Provide copies of any current treatment guidelines used in any other state correctional health programs and any proposed guidelines for use in the Agency's program.
5. Training – Submit a description of actual training programs for medication management in any other state correctional health care programs that the Proposer currently serves.
6. Outcomes – Give examples of pharmacy management initiatives in other contracts the Proposer currently serves with regards to state correctional health care.
7. Transition Plan – Submit a plan, with timelines, for the transition of all pharmacy licenses and inmate prescription transfers to the new vendor.

5.6.15 Suicide and Self-Injury Prevention

Provide a narrative describing the Contractor's existing suicide and self-injury prevention program, including specific examples from other state correctional mental health care contracts that currently exist. The Department wants to see evidence of a continual high level of awareness facility-wide versus simple one-time training. Give examples how the Contractor will be aware facility by facility, and how the Contractor will work with security and other Agency personnel to make suicide prevention and self-harm prevention an ongoing process in the mental health care delivered to the Agency. Specific data from other state correctional mental health care facilities shall be submitted along with suicide rates in all mental health care contracts the Proposer currently serves.

5.6.16 Description of approach to applying the principles of Managed Care to the delivery of comprehensive healthcare services to inmates.

5.6.17 Description of approach for addressing and resolving legitimate inmate healthcare grievances and implementing corrective action to prevent recurrence.

5.6.18 Description of approach to providing basic healthcare to inmates housed in confinement units and of working with institutional security to ensure appropriate and efficient access to healthcare.

5.6.19 Description of approach to the development and implementation of disease management programs in providing care to inmates with chronic illnesses.

5.6.20 Description of approach to the timeframe for the implementation of the delivery of healthcare at each institution.

5.6.21 Description and diagram of complete data network with redundancy components.

5.6.22 HIV Positive Inmates

Please explain how you will coordinate the delivery of services to HIV+ inmates in the Department's immunity clinics.

5.6.23 Private Correctional Facilities

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

The contractor shall describe how it will support the functions outlined above.

5.6.24 Specialty Programs

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

5.6.25 Statement of Acceptance

The Contractor verifies that they shall not dispute or refuse acceptance of any inmate assignment based on any medical and/or mental health condition(s). Furthermore, no additional compensation shall be granted to the Contractor unless the conditions under Chapter 287, Florida Statutes has been satisfactorily met and/or allowed. The Contractor ~~attested~~ agrees that they shall not terminate the contract during the initial period based upon monetary losses and acknowledged that termination for this purpose shall result in damages assessed at the full contract compensation to the State payable within 90 days of notice by the Contractor.

5.7 Tab 7 – Contact for Contract Administration

The Proposer shall complete ATTACHMENT 4 of this RFP and insert it under Tab 7 of the Proposal.

5.8 Tab 8 – Certification of Drug Free Workplace Program

The State supports and encourages initiatives to keep the workplaces of Florida's suppliers and contractors drug free. Section 287.087 of the Florida Statutes provides that, where identical tie proposals are received, preference

6.2 Review and Evaluation Process

6.2.1 Phase 1 – Public Opening and Review of Mandatory Responsiveness Requirements/Fatal Criteria (Tab 1)

Proposals will be publicly opened at the date and time specified in Section 4.2, Calendar of Events. Proposals will be reviewed by BPS staff to determine if they comply with the mandatory responsiveness requirements/fatal criteria listed in Section 5.1 of this RFP. This will be a yes/no review, conducted by BPS staff, to determine if all requirements have been met. Failure to meet any of these mandatory responsiveness requirements will render a proposal non-responsive and result in rejection of the entire proposal. Further evaluation will not be performed. No points will be awarded for passing the mandatory responsiveness requirements.

6.2.2 Phase 2 – Review of Financial Documentation (Tab 5)

The Proposer's Financial Documentation provided in Section 5.5 will be evaluated by an Independent Certified Public Accountant to determine the Proposer's financial capability. No points will be awarded for the Financial Documentation Review. In order to be deemed responsive, a proposer must meet three of the five minimum acceptable standards outlined in Section 5.5.1; one of the three standards must be either item 4, or item 5.

6.2.3 Phase 3 – Evaluation of Business/Corporate Qualifications (Tab 3), Project Staff (Tab 4), and Technical Proposal/Service Delivery Narrative (Tab 6)

Only those proposals, which have met the mandatory responsiveness requirements, will be considered responsive and will be delivered to the Proposal Evaluation Team to be evaluated as described in Phase 3. All evaluation criteria to be utilized in evaluation of each category of the Evaluation of Business/Corporate Qualifications (Tab 3), Project Staff (Tab 4), and Technical Proposal/Service Delivery Narrative (Tab 6), are listed in ATTACHMENT 7.

NOTE: In order to be considered responsible for Categories 1, 2, and 3, proposals must receive at least ninety percent (90%) of all possible points available for each category.

6.2.3.1 Category 1 – Proposer's Business/Corporate Qualifications (Tab 3)

The Proposer's Business/Corporate Qualifications will be evaluated by the Proposal Evaluation Team based on the information supplied by the Proposer as required in Section 5.3. The factors to be considered in evaluating the Proposer's Business/Corporate Qualifications are listed in ATTACHMENT 7. A maximum of one hundred (100) points will be given to the Proposer with the Business/Corporate Qualifications that received the highest number of points. Points for the other proposal will be determined using the following formula:

$$\frac{(X)}{N} \times 100 = Z$$

Where: N = highest actual Business/Corporate Qualifications points received by any proposal
X = actual Business/Corporate Qualifications points received by Proposer
Z = awarded points

6.2.3.2 Category 2 – Project Staff (Tab 4)

The Proposer's Project Staff will be evaluated based on the information supplied by the Proposer in response to Section 5.4. The factors to be considered in evaluating this category are listed in ATTACHMENT 7.

The price proposals that meet mandatory responsiveness requirements will be reviewed by BPS staff to determine price points. These Price Proposals will be examined to determine if they are consistent with the Project Proposals and that all calculations are accurate. In the event a mathematical error is identified, Unit prices submitted by the Proposer will prevail.

A maximum of four hundred (400) points will be awarded for Price Proposal.

The Price Proposals utilizing the Price Information Sheet with the lowest verified Single Capitation Rate Per-Inmate Per-Day (Unit Price) will be awarded four hundred (400) points. All other price proposals will receive points according to the following formula:

$$\left(\frac{N}{X}\right)^3 \times 400 = Z$$

Where: N = lowest verified Single Capitation Rate Per-Inmate Per-Day (Unit Price) of all Price Proposals
X = Proposer's proposed Single Capitation Rate Per-Inmate Per-Day (Unit Price)
Z = points awarded

NOTE: Price Information Sheet #2, including Pharmaceutical Services, will not be used for scoring or award purposes.

6.2.7 Phase 7 – Ranking of Proposals

The points awarded for Categories 1 through 4 (Business/Corporate Qualifications, Project Staff, Technical Proposal/Service Delivery Narrative, and Price Proposals), will be totaled to determine the final score of all proposals. A final ranking of proposals will then be determined.

6.2.8 Phase 8 – Notice of Agency Decision

The Department will post a notice of Agency Decision as described in Section 4.4 of the RFP.

The Department has released three separate solicitations for comprehensive healthcare services to be provided by single contractors in Regions I, II, and III, respectively. In the event the Department determines that it is in the best interest of the State to make an award to a single contractor for services in each of the three regions, the Department will make such determination by rejecting all bids related to the multiple-region contract option.

6.1 Incomplete Pricing Sheet

Any Price Information Sheet that is incomplete or in which there are significant inconsistencies or inaccuracies may be rejected by the Department. No deviations, qualifications, or counter offers will be accepted. The Department reserves the right to reject any and all proposals.

6.2 Identical Tie Proposals

When evaluating bids/proposals/responses to solicitations, if the Department receives identical pricing or scoring from multiple vendors, the Department shall determine the order of award using the criteria set forth in Rule 60A-1.011, FA.C., and Chapter 295.187, F.S.

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7.4 Payments and Invoices

7.4.1 Payment

The Contract(s) resulting from this RFP shall be a fixed rate/unit price contract based on a daily capitation rate. All charges must be billed in arrears in accordance with Section 215.422 of the Florida Statutes.

The Department will compensate the Contractor on a monthly basis, for the provision of comprehensive healthcare services as specified in the Scope of Service, at the capitation rate (unit price bid) per inmate times the average monthly number of inmates, times the number of days in the month. The average monthly number of inmates will be determined by the Department's official Monthly Average Daily Population (ADP) report. Payment for each facility shall begin at 12:01 a.m. on the implementation date contingent upon actual implementation of services. The Department requires a consolidated, single invoice, on a monthly billing cycle for services performed.

Monthly adjustments will also be made for costs defined as payable by the Contractor which have been paid by the Department or costs defined as payable by the Department which have been paid by the Contractor. Such adjustments will be added or deducted to the subsequent monthly payment after reconciliation between the Department and the Contractor. The monthly payment may also be adjusted based upon imposition of liquidated damages.

The cost of the Health Services Contract Monitors will be a deduction from the monthly management payment to the Contractor. The actual cost for such deductions will be based upon the appropriated rate, salary and expense dollars for the function.

The last payment of the Contract will be withheld until all pending adjustments including those provided for in Section 3.33 of this RFP, have been determined and reconciled.

7.4.2 MyFloridaMarketPlace ~~Transaction Fee~~

7.4.2.1 Transaction Fee Exemption

The State of Florida has instituted MyFloridaMarketPlace, a statewide eProcurement System ("System"). Pursuant to section 287.057(22), Florida Statutes, all payments shall be assessed a Transaction Fee of one percent (1.0%), which the Contractor shall pay to the State, unless otherwise exempt pursuant to Rule 60A-1.032, F.A.C.

The Department has determined that payments to be made under this Contract are not subject to the MyFloridaMarketPlace Transaction Fee pursuant to Rule 60A-1.032(2), Florida Administrative Code (F.A.C).

7.4.2.2 Vendor Substitute W9

The State of Florida Department of Financial Services (DFS) needs all vendors that do business with the state to electronically submit a Substitute W-9 Form to https://flvendor.myfloridaacfo.com by October 2011. Forms can be found at: http://www.myfloridacfo.com/aadir/docs/SubstituteFormW-9-03-21-11.pdf Frequently asked questions/answers related to this requirement can be found at: http://www.myfloridacfo.com/aadir/docs/VendorFAQPosted090310.pdf. DFS is ready to assist vendors with additional questions. You may contact their Customer Service Desk at 850-413-5519 or FLW9@myfloridaacfo.com.

7.26 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 the Contract resulting from this RFP, which includes and incorporates ATTACHMENT 8, Business Associate Agreement, as part of this Contract.

In addition to complying with HIPAA requirements, the Contractor shall not disclose any information concerning inmates, specifically concerning inmate transfers/referrals, to parties outside the Department.

7.27 Reservation of Rights

The Department reserves the exclusive right to make certain determinations regarding the service requirements outlined in the 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 the Contract resulting from this RFP 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.

7.28 Cooperative Purchasing

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

Other state agencies wishing to make purchases from this agreement are required to follow the provisions of Section 287.042(16)(a), F.S. This statute requires the 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.

7.29 Performance Guarantee

The Contractor shall furnish the Department with a Performance Guarantee in the amount of thirty-five million dollars ($35,000,000.00) that shall be in effect yearly for a time frame equal to the term of the Contract.

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

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

7.30 Scrutinized Companies List

Pursuant to Chapter 287.135, F.S., an entity or affiliate who has been placed on either the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List is ineligible for and may not bid on, submit a proposal for, or enter into or renew a contract with an agency or local governmental entity for goods or services of $1 million or more.

In executing this contract and any subsequent renewals, the Contractor certifies that it is not listed on either the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, created pursuant to section 215.473, Florida Statutes. Pursuant to section 287.135(5), F.S., the Contractor agrees the Department may immediately terminate this contract for cause if the Contractor is found to have submitted a false certification or if Contractor is placed on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List during the term of the contract. Additionally, the submission of a false certification may subject company to civil penalties, attorney's fees, and/or costs.

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PRICE INFORMATION SHEET #1
RFP# 11-DC-8324

Pursuant to Senate Bill 2000 (see EXHIBIT X), any intent to award for comprehensive health services is contingent upon a cost savings of at least seven percent less than the Department's Fiscal Year 2009-2010 healthcare expenditures (see EXHIBIT E).

For the Price Information Sheet, proposers shall provide a single capitation rate per-inmate, per-day (Unit Price). Proposers shall complete the Price Information Sheet as instructed in Section 5.11.

Note: Services shall be provided at the Unit Price proposed times the average monthly number of inmates, based on the Department's Monthly Inmate Average contained in the Average Daily Population (ADP) report.

Comprehensive Healthcare Services *(Not including Pharmacy Services)* *(Including the use of RMC Hospital)*	Contract Years *Years 1 - 5*	Renewal Years *Years 6 - 10*
Single Capitation Rate Per-Inmate, Per Day (Unit Price)	$_____	$_____

Comprehensive Healthcare Services *(Not including Pharmacy Services)* *(Not including the use of RMC Hospital)*	Contract Years *Years 1 - 5*	Renewal Years *Years 6 - 10*
Single Capitation Rate Per-Inmate, Per Day (Unit Price)	$_____	$_____

All calculations will be verified for accuracy by the Bureau of Procurement and Supply staff assigned by the Department. In the event a mathematical error is identified, the Unit Price submitted by the Proposer will prevail.

_____
NAME OF PROPOSER'S ORGANIZATION

_____
SIGNATURE OF AUTHORIZED REPRESENTATIVE

_____
DATE

PRICE INFORMATION SHEET #2
RFP# 11-DC-8324

NOTE: This Price Information Sheet will not be used for scoring or award purposes.

Pursuant to Senate Bill 2000 (see EXHIBIT X), any intent to award for comprehensive health services is contingent upon a cost savings of at least seven percent less than the Department's Fiscal Year 2009-2010 healthcare expenditures (see EXHIBIT E).

For the Price Information Sheet, proposers shall provide a single capitation rate per-inmate, per-day (Unit Price). Proposers shall complete the Price Information Sheet as instructed in Section 5.11.

Note: Services shall be provided at the Unit Price proposed times the average monthly number of inmates, based on the Department's Monthly Inmate Average contained in the Average Daily Population (ADP) report.

Comprehensive Healthcare Services (*) *(Including Pharmacy Services)* *(Including the use of RMC Hospital)*	Contract Years *Years 1 - 5*	Renewal Years *Years 6 - 10*
Single Capitation Rate Per-Inmate, Per Day (Unit Price)	$_____	$_____

Comprehensive Healthcare Services (*) *(Including Pharmacy Services)* *(Not including the use of RMC Hospital)*	Contract Years *Years 1 - 5*	Renewal Years *Years 6 - 10*
Single Capitation Rate Per-Inmate, Per Day (Unit Price)	$_____	$_____

All calculations will be verified for accuracy by the Bureau of Procurement and Supply staff assigned by the Department. In the event a mathematical error is identified, the Unit Price submitted by the Proposer will prevail.

(*)NOTE: This Price Information Sheet will not be used for scoring or award purposes.

_____
NAME OF PROPOSER'S ORGANIZATION

_____
SIGNATURE OF AUTHORIZED REPRESENTATIVE

_____
DATE

Responses to Written Inquiries
RFPs #11-DC-8324, #11-DC-8325, #11-DC-8326, #11-DC-8327, & #11-DC-8328
Comprehensive Healthcare Services in Regions I, II, III, and IV

Questions are color-coded as follows:

Highlighted in YELLOW→ RFP #11-DC-8324 Comp HS Regions I, II, & III
Highlighted in GREEN → RFP #11-DC-8325 Comp HS Region I
Highlighted in BLUE → RFP #11-DC-8326 Comp HS Region II
Highlighted in PINK → RFP #11-DC-8327 Comp HS Region III
With text in GREEN → RFP #11-DC-8328 Comp HS Region IV
With normal text (black font/white background) → All 5 RFPs
With text in BLUE → Apply only to individual RFPs #11-DC-8325, #11-DC-8326, #11-DC-8327, and #11-DC-8328
With text in RED → Apply only to individual RFPs #11-DC-8325, and #11-DC-8327

All written inquiries are reproduced in the same format as submitted by the Contractor, unless otherwise indicated.

Professional Care Partners (PCP)	
Question #1	… what prison outfit *[is]* currently servicing Florida?
Answer #1	Corizon, Inc., and Armor Correctional Health Services, Inc., have contracts for mental health services in Region IV. The Department has contracts with more than 200 other vendors that provide a variety of services, including: specialty care, staffing, labs, x-rays, etc. throughout the state. In addition, there are companies providing healthcare services in the 7 prisons currently privatized, these are under contracts with the Department of Management Services and not the Department of Corrections (The GEO Group, Inc.(South Bay CF), Corrections Corporation of America (Bay CF/Graceville CF/Lake City CF/Moore Haven CF) and Management and Training Corporation (Gadsden CF)).
CORIZON	
Question #2	1. Section 7.29, page 179; Performance Guarantee: The performance bonding industry has changed dramatically over the past few years, requiring not only significantly increased premiums, but more importantly, requiring considerably higher levels of collateral to even obtain the bond. The end result is that bonds of this magnitude are difficult, if not impossible to obtain, very expensive, and could serve to limit competition. Our preliminary estimates from our surety company are that a bond of this magnitude, if obtainable at all, will cost in excess of $2 million annually. In addition, it is our understanding that there has NEVER been a performance called in the 32 year history that the contracted correctional healthcare industry has been in existence. Whatever the cost of the performance bond, the cost is simply passed on from the vendor to the state in the form of contract pricing, and given the fact there has never been a bond called, we believe this is a waste of taxpayer money. Furthermore, this is a cost that the state does not incur so when trying to compare costs of a vendor to that of the self operated state system, this significant additional cost on the part of the vendor presents an unfair comparison. Of the 13 statewide systems that we currently operate, only six of them require any kind of a performance bond at all. Of those six, the average bond amount is approximately 5% of the annual contract value and typically the higher the contract value the lower % of the contract amount required for the bond.

	Question: Will the Florida Department of Corrections consider removing this requirement or a reduction in the amount of the performance guarantee to no more than $25 million annually?
Answer #2	See Revised Page 179 for RFP #11-DC-8324, included with Addendum #3.
Question #3	1. Section 7.29, page 178; Performance Guarantee: The performance bonding industry has changed dramatically over the past few years, requiring not only significantly increased premiums, but more importantly, requiring considerably higher levels of collateral to even obtain the bond. The end result is that bonds of this magnitude are difficult, if not impossible to obtain, very expensive, and could serve to limit competition. Whatever the cost of the performance guarantee, the cost is simply passed on from the vendor to the state in the form of contract pricing, and given the fact there has never been a bond called, we believe this is a waste of taxpayer money. Furthermore, this is a cost that the state does not incur so when trying to compare costs of a vendor to that of the self operated state system, this significant additional cost on the part of the vendor presents an unfair comparison. Of the 13 statewide systems that we currently operate, only six of them require any kind of a performance bond at all. Of those six, the average bond amount is approximately 5% of the annual contract value and typically the higher the contract value the lower % of the contract amount required for the bond. *Question: Will the Florida Department of Corrections consider removing this requirement or a reduction in the amount of the performance guarantee to $10 million?*
Answer #3	See Revised Page 178 for RFP #11-DC-8325, included with Addendum #3.
Question #4	1. Section 7.29, page 178; Performance Guarantee: The performance bonding industry has changed dramatically over the past few years, requiring not only significantly increased premiums, but more importantly, requiring considerably higher levels of collateral to even obtain the bond. The end result is that bonds of this magnitude are difficult, if not impossible to obtain, very expensive, and could serve to limit competition. Whatever the cost of the performance guarantee, the cost is simply passed on from the vendor to the state in the form of contract pricing, and given the fact there has never been a bond called, we believe this is a waste of taxpayer money. Furthermore, this is a cost that the state does not incur so when trying to compare costs of a vendor to that of the self operated state system, this significant additional cost on the part of the vendor presents an unfair comparison. Of the 13 statewide systems that we currently operate, only six of them require any kind of a performance bond at all. Of those six, the average bond amount is approximately 5% of the annual contract value and typically the higher the contract value the lower % of the contract amount required for the bond. *Question: Will the Florida Department of Corrections consider removing this requirement or a reduction in the amount of the performance guarantee to $20 million?*
Answer #4	See Revised Page 178 for RFP #11-DC-8326, included with Addendum #3.
Question #5	1. Section 7.29, page 178; Performance Guarantee: The performance bonding industry has changed dramatically over the past few years, requiring not only significantly increased premiums, but more importantly, requiring considerably higher levels of collateral to even obtain the bond. The end result is that bonds of this magnitude are difficult, if not impossible to obtain, very expensive, and could serve to limit competition. Whatever the cost of the performance

	guarantee, the cost is simply passed on from the vendor to the state in the form of contract pricing, and given the fact there has never been a bond called, we believe this is a waste of taxpayer money. Furthermore, this is a cost that the state does not incur so when trying to compare costs of a vendor to that of the self operated state system, this significant additional cost on the part of the vendor presents an unfair comparison. Of the 13 statewide systems that we currently operate, only six of them require any kind of a performance bond at all. Of those six, the average bond amount is approximately 5% of the annual contract value and typically the higher the contract value the lower % of the contract amount required for the bond. *Question: Will the Florida Department of Corrections consider removing this requirement or a reduction in the amount of the performance guarantee to $10 million?*
Answer #5	See Revised Page 178 for RFP #11-DC-8327, included with Addendum #3.
Question #6	1. Section 7.29, page 178; Performance Guarantee: The performance bonding industry has changed dramatically over the past few years, requiring not only significantly increased premiums, but more importantly, requiring considerably higher levels of collateral to even obtain the bond. The end result is that bonds of this magnitude are difficult, if not impossible to obtain, very expensive, and could serve to limit competition. Whatever the cost of the performance guarantee, the cost is simply passed on from the vendor to the state in the form of contract pricing, and given the fact there has never been a bond called, we believe this is a waste of taxpayer money. Furthermore, this is a cost that the state does not incur so when trying to compare costs of a vendor to that of the self operated state system, this significant additional cost on the part of the vendor presents an unfair comparison. Of the 13 statewide systems that we currently operate, only six of them require any kind of a performance bond at all. Of those six, the average bond amount is approximately 5% of the annual contract value and typically the higher the contract value the lower % of the contract amount required for the bond. *Question: Will the Florida Department of Corrections consider removing this requirement or a reduction in the amount of the performance guarantee to $10 million?*
Answer #6	See Revised Page 178 for RFP #11-DC-8328, included with Addendum #3.
Question #7	2. Section 3.34, Page 78; Contractor Performance: Section 3.36, Page 123; Liquidated Damages: We understand and support the Florida Department of Corrections need to monitor the health services program and we welcome the opportunity to demonstrate the overall quality of our program through compliance with performance measures. It is important that the intent of the performance measures is a process to gauge the overall quality of the program and make the necessary improvements, similar to CQI, and not as a subjective punitive tool against the contractor for failing to live up to the stated performance measures 100% of the time. This is a human service being provided and errors are going to occur, but the performance measures should be used to address systemic errors, not individual human errors. The ideal contract monitoring structure is one based on mutual development between the Florida Department of Corrections and the vendor to work in partnership to ensure that a quality program is provided in accordance with the contract requirements as well as industry and community standards. Including the number of specific measures as detailed in the RFP, many of which have a performance

	threshold of 100%, and assessing liquidated damages in the amounts also included in the RFP, will require proposers to add significant costs to their pricing to account for anticipated damages when perfection is not achieved. *Question: Will the Florida Department of Corrections consider modifying the performance measures and associated liquidated damages to a) include standards of achievement that do not exceed 95%; and b) include maximum liquidated damages of $1,000 per performance measure?*
Answer #7	No, with the exception of Accreditation and Staffing. The performance measures are all based on requirements outlined in statute, rule, policy or health services bulletins. See revised Sections 3.36.1, and 3.36.2, on Revised Pages 123 and 124, included with Addendum #3.
Question #8	3. Section 3.34.1.5.9, Page 117; Staffing: Section 3.36.2.1, Page 123; Positions Not Staffed per Staffing Plan: Section 3.34.1.5.9 of the RFP includes a performance measure related to staffing with a threshold of 95% for each clinical position in each discipline at each institution after the first 60 days of the contract. We believe this to be reasonable measure of staffing performance and appropriate given the size of the Florida Department of Corrections system, although we would prefer to see this measured on an aggregate basis by region rather than by institution. This allows the vendor appropriate flexibility to move staff around between facilities as population fluctuates, facility missions change, infirmary census fluctuates, etc. and assumes a reasonable level of turnover, vacancies, paid time off, etc. will occur that cannot be back filled. However, Section 3.36.2.1 includes a penalty of $1,000 for any vacant day and/or shift. If we are interpreting this correctly, this means for example, if a clerk making $10/hour calls in sick and misses a shift, we are assessed a $1,000 penalty in lieu of the $80 plus benefits it would cost us to pay the clerk for an eight hour shift. As you can imagine in a system the size Florida Department of Corrections, sick time and vacant positions have the potential to be a daily occurrence. Such a penalty for failure to fill every shift will add significant costs to a vendor's proposed pricing. Based on the observations from the site tours the week of September 26, 2011 and October 3, 2011 it appears that current vacancy rates at some facilities are in excess of 50% compared to the expected contracting staffing per the RFP of 100%. To further illustrate the cost associated with such penalties, if there was just one unfilled shift at each of the 60 major facilities every day, this would result in associated penalties of almost $22 million annually. *Question: Will the Florida Department of Corrections consider deleting Section 3.36.2.1 from the RFP and use the 95% staffing threshold by region as the benchmark for staffing levels with paybacks for vacant positions based on the salary of applicable positions below the 95% threshold?*
Answer #8	No. However, the Department will allow the vendor to use locum tenens and other contracted agency staff to staff positions full time for a period not to exceed one week, without penalty. See revised Section 3.36.2, Staffing, on Revised Pages 123 and 124, included with Addendum #3.
Question #9	4. Section 5.11, Page 161; Price Proposal: The RFP requires vendors to provide a single capitated rate per inmate per day for Years 1-5 of the contract with a separate single capitated rate per inmate per day for Years 6-10. Requiring five years of a fixed per diem, with no increase, is not realistic given the fact we know health care costs are going to increase and the vendor's associated costs will increase over a five year period. In addition, projecting health care costs over a 10 year period is not something any health care company can do effectively. This could create a scenario where a vendor submits an artificially low bid in order to win the business, knowing that at some point they will have to go back to the Department of Corrections to negotiate increased compensation. a. *Question: Will the Florida Department of Corrections consider modifying the requested pricing to include a maximum of three years of fixed pricing, with some mechanism for vendors to adjust pricing annually to account for inflation?*

	b. Question: Will the Florida Department of Corrections consider adjusting the vendor's proposed pricing annually based on some known formula, such as the increase in the health care component of the Consumer Price Index? *c. Question: Please provide the formula the Florida Department of Corrections will use to measure the requirement for a 7% savings over the 2009/2010 costs. Please explain how the department plans to measure the required 7% savings when vendors have to provide a five year fixed per diem price?* *d. Question: Will the measurement for savings be calculated on a per diem basis or total cost basis?* *e. Question: Given ongoing healthcare inflation, shouldn't the measurement be calculated on the first year of the contract only and adjusted according to an agreed upon rate of increase year over year for the life of the contract?* *f. Question: Will the Florida Department of Corrections consider modifying the required pricing to include different pricing by year so a fair and accurate comparison can be made between the vendors first year price and your 2009/2010 costs to measure if the 7% savings has been achieved?*
Answer #9	a. No b. No c. The 7% savings will be based on FY 2009-2010 expenditures. d. Total cost basis e. No f. No
Question #10	5. Section 3.34.1.5.9, Page 117; Staffing: During facility tours most reported staffing vacancies of 40 to 60% in nursing, physician, and other positions. *Question: Given this significant vacancy rate and considering the time required to hire, train and orient new employees, will the Florida Department of Corrections consider allowing more than 60 days to achieve required staffing levels?*
Answer #10	No. The vendor(s) will have the opportunity to hire existing DOC staff and utilize contracted staffing options to staff positions full-time. Part time employees will not count toward the total unless under exceptional circumstances as approved by the Department.
Question #11	6. Section 3.36.2.1, Page 123; Positions Not Staffed per Staffing Plan: During facility tours most reported staffing vacancies of 40 to 60% and that facilities are not currently allowed to utilize overtime. *Question: Since the shared goal of both Florida Department of Corrections and the contractor is to provide services to offender patients, will the department consider staffing requirements based on cumulative hours for each position category? For example if a facility requires 2 RNs for a total of 80 RN hours per week, and one nurse is out sick for 8 of those hours, could the contractor utilize 8 hours of overtime to fill the hours?*
Answer #11	Yes. However, overtime will be restricted per Fair Labor Standard Act and shall not exceed 20 hours per week per employee. See Answer #8.
Question #12	7. Section 3.36.2.1, Page 123; Positions Not Staffed per Staffing Plan:

	During facility tours, most reported staffing vacancies of 40 to 60%. While contractors do not wish to utilize agency or locums tenums, they may be necessary in the short term to meet patent service needs. The current payback system does not recognize agency or locums tenums staffing. This could inadvertently lead to the contractor either budgeting this additional expense which is not consistent with the department's desire for cost savings, or force the vendor to work with a shorter staff which is not consistent with good patient care and outcomes. a. *Question: Will the Florida Department of Corrections allow staffing to be measured on hours provided, per job description?* b. *Question: Will the Florida Department of Corrections count agency and locums hours toward this goal?*
Answer #12	a. Based on job description. b. See Answers #8 and #11.
Question #13	8. Section 3.3.13, Page 24; Inpatient Hospital Services: During the facility tours, all facilities reported it was common practice to send patients with high medical acuity, including the need for in-patient hospitalization and specialty clinics to the Reception and Medical Center (RMC). Florida State Prison West Unit also reported being an overflow for high acuity patients that received services at RMC. a. *Question: In the event of multiple awards to different vendors, each with different regions, how will the Florida Department of Corrections prevent a disproportionate share of high acuity patients from being shifted to the contractor providing services in Region II?* b. *Question: In the event of multiple awards to different vendors, each with different regions, how will Utilization Management be completed and coordinated amongst multiple vendors?* c. *Question: Would the Contractor for Region II make the final UM decision?* d. *Question: How would disagreements regarding UM approval be resolved?*
Answer #13	In Section 3.3.13 of the RFPs, the vendors were asked to submit two options for hospital services: one plan that may include the use of RMC hospital and other community hospitals for hospital services; and a second plan that that includes the use of community hospitals only. The answers to the questions outlined above will be contingent upon the option that is chosen. However, the Department will retain all final decision-making authority for issues involving inmate assignments, inmate movement and utilization management. DOC's Office of Health Services will work collaboratively with DOC Classification and the vendors to ensure a fair distribution of inmates in accordance with the established per diem. See revised Section 3.3.13, on Revised Page 25, included with Addendum #3.
Question #14	1. Section 4.2.6, Page 137; Calendar of Events: Based on the current calendar of events, there will only be five working days between when answers to questions are released to the Vendors and the deadline for proposal submission on November 7, 2011. *Question: Will the department consider a minimum of fifteen (15) working days between the date answers to questions are released and the date when proposals are due? Will the Department consider an extension to November 21, 2011 based on the current calendar of events?*
Answer #14	See revised Section 4.2, Calendar of Events, on Revised Pages 136 and 137, included with Addendum #3.
Question #15	2. Section 5.4, Page 148; Tab 4 – Project Staff:

	On page 148 of the RFP (within Tab 4), it states that the proposer should provide the required information regarding our proposed project staff behind Tab 5. *Question: Should this RFP language read "behind Tab 4?*
Answer #15	Yes. See Revised Page 148 for RFP 11-DC-8324, and Revised Page 147 for RFPs 11-DC-8325 through 8328.
Question #16	3. Legal Clarifications: *Question: Are there any consent decrees and/or court orders that impact or govern any aspect of the health care services to be provided at any of the facilities in any Region?* *If so, will the Department provide a copy of any such consent decree or court order prior to submission of the Proposal?*
Answer #16	There are no consent decrees and/or court orders that impact or govern any aspect of the health care services to be provided in any Region.
Question #17	4. Section 5.6.7, Page 156; Access to Care: *a. Question: Please identify the two Department secure institutions referenced in item #2 in this section of the RFP.* Item #4 in this section of the RFP appears to require a list of names and resume for each staff member proposed. Given you currently have approximately 2,800 employees providing health services and the fact RFP regulations preclude contact with existing staff other than the procurement manager, this requirement appears impossible to fulfill. *b. Question: Will the Department consider modifying this requirement to include job descriptions for each position proposed in lieu of a list of names and resumes?*
Answer #17	a. The two secure hospital units are located at Memorial Hospital Jacksonville (Jacksonville, FL) and Kendall Regional Medical Center (Miami, FL). b. Yes. However, the Department will need the names and resumes of any proposed members of the management team.
Question #18	5. Section 5.2.12, Page 145; Transmittal Letter with Executive Summary: *Question: Is the Department aware of any required state or federal licenses, permits or registrations beyond those specifically outlined within the RFP that relate to the services provided under this RFP?*
Answer #18	No, but it is the Contractor's responsibility to have the proper state and federal licenses, permits, etc. The Contractor will submit current copies of all state and federal licenses as outlined in the RFP to include, but not limited to, business and professional licenses that cover individuals, equipment and/or commodities required to perform the necessary services under the document.
Question #19	6. Section 5.6.25, Page 160; Statement of Acceptance: *Question: Can you please clarify the statement "The Contractor attested that they shall not terminate the contract during the initial period based upon monetary losses and acknowledged that termination for this purpose shall result in damages assessed at the full contract compensation to the State payable within 90 days of notice by the Contractor." We do not see any such attestation or acknowledgment in the RFP?*
Answer #19	See revised Section 5.6.25, Statement of Acceptance, on Revised Page 160, included with Addendum #3.
Question #20	7. Section 7.4.2, Page 169; MyFloridaMarketPlace Transaction Fee: *Question: Given the fact this contract will be in the hundreds of millions of dollars, is there a cap on the*

	total dollar amount of the 1% transaction fee?
Answer #20	The Transaction Fee Exemption is approved for this contract. Therefore, the 1% transaction fee is waived. See revised Section 7.4.2, on Revised Page 169 for RFP 11-DC-8324, and Revised Page 168 for RFPs 11-DC-8325 through 8328.
Question #21	8. Section 5.3.2.4, Page 147; Narrative/Record of Past Experience: *Question: What time frame should be used for reporting past liquidated damages?*
Answer #21	5 Years
Question #22	9. Section 3.3.3, Page 20 - 21; Infirmary Care: a. *Question: Is there currently a Hospice program in place? If so, which facility?* b. *Question: Does the requirement to maintain preventative maintenance programs on space and equipment include negative pressure units?*
Answer #22	a. The Department currently services inmates with complex medical needs (including palliative care) at RMC, CFRC South, SFRC F Dorm and Zephyrhills. b. Yes the vendor would be responsible for negative pressure room. See Exhibit O, Contracts – Statewide, Contract #C2580, CSC of Central Florida concerning preventative maintenance on medical equipment.
Question #23	10. Section 3.3.4, Page 21; Health Appraisals & Assessments: *Question: Are routine verbal screenings or actual audiograms part of the 72 hour health appraisal?*
Answer #23	Verbal screenings are part of the 72 hour health appraisal.
Question #24	11. Section 3.3.19, Page 26; Off-site Transportation: *Question: Will the Florida Department of Corrections consider deleting Section 3.36.2.1 from the RFP and use the 95% staffing threshold by region as the benchmark for staffing levels with paybacks for vacant positions based on the salary of applicable positions below the 95% threshold?*
Answer #24	See Answers #8 and #11.
Question #25	12. Section 5.11, Page 160; Price Proposal: Except for radiotherapy – the contractor shall be required to pay the sum of 250.00 per inmate trip over 45 miles on the officer's mileage log for every trip made. *Question: Does this include transfer of an inmate patient from one facility to another where transferring to a higher level of infirmary care could result in savings?*
Answer #25	Inmate transfers/movements/referrals between institutions for security and/or health related needs are not applicable to this issue. In addition, the Department has determined that transfer mileage will be changed to 50 miles round trip before any charges are assessed. See revised Section 3.3.19, Off-Site Transportation, on Revised Page 26, included with Addendum #3.
Question #26	13. Section 3.19.4, Page 60; Private Correctional Facilities: *Question: How many inmates were transferred from the private correctional facilities in 2010? What was the average length of stay? How many were housed in specialty units or infirmaries?*
Answer #26	This Information is not available. However, the contractor's responsibility under this section is to coordinate with the private prison contractor when the transfer occurs to insure continuity of

	care.
Question #27	14. Section 5.6.15, Page 159; Suicide and Self-Injury Prevention: The RFP requires the vendors to provide specific data from other state correctional mental health care facilities along with suicide rates in all mental health care contracts the Proposer currently serves. *Question: Will the Florida Department of Corrections please clarify what specific "data" other than suicide rates is required?*
Answer #27	Evidence of training which emphasizes an integrated, collaborative approach to suicide prevention.
Question #28	15. Section 3.5.15, Page 40; Psychology Doctoral Internship Program: The Florida Department of Corrections funds four interns (4) per year. Interns work at several facilities during the year and are supervised by at least three different Florida licensed psychologists. The successful Contractor shall fund and incorporate the internship training director and the interns into the mental health services delivery system in order to satisfy the internship requirements. a. *Question: Will the Vendor be fully responsible for running this training program and for providing the 3 different Florida licensed psychologists?* b. *Question: Will the Vendor be responsible for funding the training director position and the three interns?*
Answer #28	a. The vendor will work collaboratively with the Department to ensure compliance with the accreditation requirements of the American Psychological Association. The supervision by the psychologists for the interns and residents will be part of their assigned duties. b. The Contractor will be responsible for funding the training director, 4 interns, 2 residents, and 1 data entry operator.
Question #29	16. Section 5.6.10, Page 158; Description of Special Program Areas: The RFP states, "Describe in detail what the Proposer is doing in other state correctional health contracts". *Question: If there is no statewide vendor but the Proposer/Vendor holds the contract for mental health in several prisons in that state, can this data be used to respond to this question (i.e. BH in FL region IV)?*
Answer #29	Yes, excluding Florida Department of Corrections' contracts.
Question #30	17. Section 5.6.2.14, Page 153; Clinical Services/Outcomes: The RFP states, "How will the Proposer schedule and supervise psychiatric services and psychiatrist participation? *Question: How will the Proposer ensure the availability of on-site psychiatrists? Is the second part of the requirement referencing recruitment and retention?*
Answer #30	Psychiatric services must be provided in accordance with HSB 15.05.19.
Question #31	18. Section 3.3.14, Page 25; Specialty Care: The RFP requires the vendors Utilization Review process to be in accordance with established

	Department policy and procedures. *Question: Please provide a copy of the Florida Department of Corrections policy and procedures for Utilization Review/Utilization Management.*
Answer #31	The requested information is contained in HSB 15.09.04 and attachments, which is provided in the Exhibit C, Policies Procedures Rules Bulletins Manuals Forms, Health Services Bulletins-Policies, Clinical Quality Management.
Question #32	19. Section 3.4.2.6, Page 30; Dental Exams: The RFP requires the topical application of fluoride to be included as part of the dental treatment plan for all youthful inmates. *Question: Please define the actual age of "youthful inmates".*
Answer #32	For purposes of this RFP, Youthful Offenders receiving dental care are considered inmates under the age of eighteen (18).
Question #33	20. General Dental Clarifications: a. *Question: In Region IV, the staffing plan lists two dentists at Glade Correctional Facility. Is this correct? It is our understanding that Glade is closing, when is the projected date and where will the inmates be transferred once this facility closes?* b. *Question: There are currently no Dentist hours at Indian River Youth. Does the dentist from Martin go to Indian River to provide services? If not, how are dental services currently being provided at Indian River Youth?* c. *Question: In Region I, Jefferson CI DDS contracted out, who is expected to pay for this position?* d. *Question: In Region III, there are no DDS hours at Hillsbourgh CI, does Polk or Zephyrill cover Hillsbourgh? If not, how are dental services currently being provided at Hillsbourgh?* e. *Question: In Region III, there are no DDS hours at Putnam CI, does the dentist at Gainesville cover Putnam? If not, how are dental services currently being provided at Putnam CI?* f. *Question: In Exhibit D, RMC Scope of Services states one contract oral surgeon and one OPS oral surgeon. Who is expected to staff these positions?* g. *Question: RMC, in the staffing plan there are no oral surgeons, periodontics or endodontics listed. It is our understanding that these services are provided currently at RMC. Please clarify, number of dental specialists on site and off site, number of hours provided and who is expected to pay for the specialists services?* h. *Question: Similar to the question above, nowhere in the staffing plans (state wide) are any dental specialists listed. Do other facilities/reception centers state wide; staff and provide specialists services? If so, please provide specialty, FTE's and who compensates these specialists.*
Answer #33	a. When the RFP was written there were two Senior Dentists at Glades CI. That was recently changed to one Senior Dentist and one Dental Hygienist. Glades CI is projected to close December 1, 2011. Dental care for all inmates housed at satellite facilities currently assigned to Glades CI will be provided at Martin CI. One Senior Dentist and one Dental Assistant will be added to the dental staff at Martin CI based on the increased workload. b. The Dentist at Martin CI also provides dental care at Indian River CI. Indian River CI has a part-time OPS Dental Assistant.

	c. Currently the Florida Department of Corrections pays the contract dentist at Jefferson CI. The contract vendor will be responsible to pay for all dental staff employed at Jefferson CI. d. Dental services at Hillsborough CI are provided by the Dentist from Hernando CI. Hillsborough CI has a full-time Dental Assistant. e. Dental Services at Putnam CI are provided by the Dentist from Gainesville CI. Putnam CI has a full-time Dental Assistant. f. The OPS Oral Surgeon is a FDOC employee and is paid an hourly wage and the Contract Oral Surgeon is paid per an agreed upon fee schedule, based on actual procedures done. The contract vendor is responsible to pay for all dental staff and on-site and off-site dental care including the Oral Surgeons. Section 2.6 of the RFP lists items the contract vendor is responsible for. g. Currently RMC has a part-time OPS Oral Surgeon who typically works three days per week and a Contract Oral Surgeon who works on an as needed basis for cases that cannot be handled by the RMC Oral Surgeon. Specialized endodontic care is provided on-site at RMC thru an agreement with endodontic post-graduate dentists from the University of Florida College of Dentistry. Any specialized dental care not available at RMC is done by referral to the University of Florida College of Dentistry or Nova Southeastern College of Dental Medicine. Currently Region IV is referring most specialized cases to Nova Southeastern College of Dental Medicine rather than RMC. Currently the OPS Oral Surgeon is paid an hourly wage and the Contract Oral Surgeon is paid per an agreed upon fee schedule based on actual procedures done. The contract vendor will be responsible for all on-site and off-site dental costs. h. The only dental specialists are located at RMC; Oral Surgery and Endodontics. Other specialized dental care is available by referral to the University of Florida College of Dentistry or Nova Southeastern College of Dental Medicine. The contract vendor will be responsible for all on-site and off-site dental costs.
Question #34	21. Section 3.7.1, Page 41; General Pharmaceutical Services: The Department of Corrections has implemented a system whereby certain of its HIV and HCV inmate population is under the care of a 340B Covered Entity and is thereby Eligible for 340B pharmaceutical pricing. The RFP states that the pharmaceutical subcontractor will be required to provide all pharmacy services. *a. Question: Will the successful Vendor be required to assume risk for the provision of HIV/HCV medication for the inmate population or will these medications be a "pass through" cost to the State of Florida?* *b. Question: Is it the intent of the State to expand its existing 340B pricing to all HIV/HCV facilities within the state?* *c. Question: Will the pharmacy subcontractor be responsible for dispensing HIV/HCV medication and for the provision of 340B price reconciliation or will the state procure these medications separately?* *d. Question: Is the Vendor financially responsible for those HIV/HCV costs that are not under 340B pricing?*
Answer #34	a. The vendor will be required to assume risk for the provision of HIV medications for the inmate population not enrolled in the DOH STD/HIV program and prescribed by DOH clinicians. The vendor will be responsible for all HCV treatment including medications.

	b. No. However, the Department is beginning to transfer some HIV+ inmates who are not being served by the County Health Departments to existing 340b institutions. c. The DOH will dispense covered STD/HIV medications for inmates enrolled in the DOH STD/HIV program. Currently no HCV medications are covered by DOH. The vendor will be responsible for all HCV treatment including medications. d. Yes
Question #35	22. Section 3.27.7, Page 67; Administrative Requirements, Space, Equipment & Commodities: *Question: Please provide the current cost of the Department's pharmacy inventory.*
Answer #35	Inventories at institutional medication rooms are being provided at RFP Questions & Answers Documents\Pharmacy Data. See Answer #447
Question #36	23. Clarifications from Site Tours: It is our understanding following site tours that 90 days of HIV meds are being provided for HIV+ offenders upon release. The RFP states "30 Days" of meds will be sent with inmates leaving the Department of Corrections system. *Question: Who will be responsible for the additional 60 days of meds should the expectation remain 90 days?*
Answer #36	The Department does <u>not</u> provide 90 days of EOS meds. DOC provides 30 days of EOS HIV medications in compliance with Section 945.355 Florida Statutes, and this will be the Contractor's responsibility.
Question #37	24. General Pricing Clarification: In reference to Attachment 11, and Exhibit A; it is our understanding that Graceville CF, is currently operated by a private prison provider and is not included in the RFP for medical services. Exhibit A, Facility Profiles does not show Graceville which would seem to support that this facility is not included. However, Attachment A, Single Capitation Rate, has Graceville CF included. *Question: Can you please verify that Graceville CF is not included in any of the RFPs for pricing purposes?*
Answer #37	Graceville CF is not included in this RFP.
Question #38	25. Section 2.6, Page 13; Pricing Methodology: This section of the RFP indicates if the Contractor is not awarded the pharmaceutical services component, the Department's cost of non-formulary and emergency medications will be adjusted from the monthly payment. *a. Question: Why does this not include formulary medication also? Does the carve out for pharmaceutical services only apply to non-formulary and emergency medications?* *b. Question: Please provide the expected cost of the Health Service Contract Monitors (number of Monitors and Annual Salary) that will be deducted from the monthly payment to the Contractor.* *c. Question: Please provide the total % of HIV/STD positive inmates (compared to the total DC HIV/STD population) that were covered by the Florida Department of Health's 340b pricing included in your 2009/2010 costs and the % covered year to date in 2011.* On Page 15, section 2.6 the RFP mentions several requirements including "ability to provide digital

	radiology within 1 year of execution of contract". *d. Question: Does the current dental x-ray equipment in use at the facilities have digital capability today?*
Answer #38	a. If the department retains Pharmacy Services, formulary medications will be covered by the Department, except as indicated as carve outs in the RFP. b. Each regional health services monitoring team will be comprised of clinical and administrative staff. There will be 25 FTE total for all 4 regions, with 6 ½ FTE per region for Regions I and II, and 6 FTE for Regions III & IV (regions I & II will split an additional mental health monitor). Total cost statewide is $2,333,000 in salary and benefits, as follows: Regions I and II - approximately $609,500 per year in salary and benefits; Regions III & IV - approximately $557,000 per year in salary and benefits. c. As of September 16, 2011, approximately 1737 of the 2838 HIV+ inmates that are housed at DOC institutions are being served at existing 340b sites (61%). d. No Department dental clinic currently has digital radiographs. The majority of current dental x-ray machines should be able to be used to expose digital radiographs depending on what digital imaging system and sensors the contract vendor purchases. See RFP Questions & Answers Documents, FDOC Dental Panorex.
Question #39	26. Section 3.3.13, Page 24; Inpatient Hospital Services: Contractors are requested to submit two options for hospital services, one that includes the use of RMC Hospital and a second that includes only the use of community hospitals. *Question: Does the department require a full set of detail pricing sheets for both options, or just a footnote in the pricing proposal that provides the change, if any, to the capitation rate when the RMC facility is closed?*
Answer #39	See revised Price Information Sheet, on Revised Page 196 for RFP 11-DC-8324, and Revised Page 195 for RFPs 11-DC-8325 through 8328, and Added Page 196A for RFP 11-DC-8324, and Added Page 195A for RFPs 11-DC-8325 through 8328.
Question #40	27. Section 3.30.2, Page 69; Background/Criminal Records Checks: *Question: Please provide the cost of the Department's background/criminal records check.*
Answer #40	CREDENTIALING COST FOR BACKGROUND CHECKS: a. NCIC/FCIC Criminal background checks are conducted through the Department's Emergency Action Center at no charge. NCIC/FCIC are conducted for all new hires and then every one-two years, or at the Department's discretion, or as they come up for reassignment. b. National Practitioners Data Bank (NPDB) -- $4.75 each --- done as above for all physicians, psychiatrists, dentists and PA'S (who got their PA license through the strength of an M.D. Degree.) c. Federation of State Medical Boards (FSMB) - done as above for all physicians, dentist and all PA'S. For each occasion there is a flat $30 set-up charge plus $3.00 per practitioner inquiry charge.
Question #41	28. Section 6.2.6, Page 166; Phase 6 – Review of Price Proposals (Category 4): *Question: Will the evaluation of price proposals be based on the initial 5 year contract term, the total 10 year contract term, or some other time period? Please clarify.*
Answer #41	On the initial 5 year contract term.

Question #42	29. General Pricing/Data Request: a. *Question: Please provide a medical claims detail file for all inpatient and outpatient encounters for the last fiscal year (2010-2011). Please include the following:* 1) *Inmate Identifier* 2) *Date of Service* 3) *Admit and Discharge dates for Inpatients* 4) *Place of service* 5) *Provider name* 6) *Provider specialty* 7) *CPT Code* 8) *Revenue Code* 9) *3 ICD9 Diagnosis codes* 10) *DRG codes (where applicable)* 11) *Billed Amount* 12) *Paid Amount* b. *Question: Please provide the number of Emergency Room runs broken out by region for the last two fiscal years (2009-2010 and 2010-2011).*
Answer #42	a. Unable to provide patient-specific identifiers due to HIPAA 1 – 6. Refer to Exhibit 9e for inpatient data regarding questions 2 – 5 & 9 Refer to Exhibit 9d and new consult report for outpatient data regarding questions 2 - 6 & 9. 7 – 11 U.M. does not track CPT codes; Revenue codes; DRG Codes; billed and/or paid amounts 12 See RFP Questions & Answers Documents\Data\Total Expenditures by Location FY 2009-2010 Revised Summary.xls b. See RFP Questions & Answers Documents\UM Data
Question #43	30. Section 3.15, Page 50; Telehealth: a. *Question: In a hosted telemedicine environment, and the need for multi-point conferencing required by the use of a video gateway, would the video gateway be considered the property of the DOC?* b. *Question: In a private MPLS network provided by the Vendor, the Vendor leases the network lines and network facing equipment from a carrier; would the Florida Department of Corrections view this equipment as the Departments property or the Vendors property?* In consideration of physical locations and difficult to recruit areas, telemedicine can be a useful adjunct (but not replacement for) onsite primary care physician services that would improve the ability to provide primary care coverage and create a mechanism to enhance the clinical quality of primary care providers. c. *Question: Will the Department allow for onsite primary care physician coverage to be conducted via telemedicine under conditions to be mutually agreed upon by the Department and the medical vendor? Such conditions may include the following terms that are not all inclusive and subject to mutual agreement as previously noted:* • *Establishing a policy and procedure* • *Mechanism for primary care telemedicine peer review* • *Training program for primary care telemedicine providers and support personnel* • *Documentation into the EHR* • *Primary care telemedicine specific Quality Assurance program* • *Minimum threshold of required onsite primary care physician services*
Answer #43	a. & b. Not if was purchased by the Contractor. See Section 3.27.3 "…equipment purchased by the Contractor, except inventory list replacements, shall remain the property of the contractor

	after expiration or termination of the Contract." c. Section 3.15, Telehealth, has been deleted, this will be considered as a value added feature. See Revised Pages 50 and 51, included with Addendum #3.
Question #44	31. Section 3.16, Page 51-57; Computer and Information Systems: a. *Question: Can you please define the requirements for the "automated, integrated tracking and reporting system"? What systems and information should be available in this reporting system?* b. *Question: In regards to software licenses, since some companies like Microsoft do not allow licenses to transfer from one company to another, will the contractor be allowed to purchase these in the DOC's name as a pass through cost? This can alleviate a lot of transition issues at the end of a contract* c. *Question: Will the DOC accept HL7 and NCPDP as valid transactions for interfacing?* d. *Question: Please identify the Work Camps, Forestry Camps, Road Prisons, and Re-Entry Centers that share a common network wiring infrastructure with Major Institutions.* The RFP states that the EHR must integrate and exchange encounter data in XML format including documentation version control and signature encryption. e. *Question: Does the Department have a specific need or requirement regarding this data such as integration with a Health Exchange or RHIO?* f. *Question: Is the Department's email server capable of using TRANSPORT LAYER SECURITY (TLS) encryption?* The RFP states that the EHR must be able to exchange data with other systems as approved by OIT and OHS. g. *Question: Can the Department identify the systems that will need to exchange data with the EHR as part of the initial deployment? Please include a list of unique systems requiring interfaces including Offender Management, Lab, Pharmacy, and Digital Imaging.* h. *Question: Does the Department have any requirements regarding the integration protocols that must be used? Will the Department support standard interface protocols including HL7, NCPDP for integration with various systems including Offender Management Systems, Lab Systems, and Pharmacy System?* The RFP states that the EHR must be able to combine patient records including scanned documents and dynamic (keyed) data entry document types. i. *Question: Please confirm that dynamic (keyed) data entry document types are common EHR documents such as structured progress notes, orders, telephone encounter notes, etc... If this assumption is incorrect, please specify what is meant by this requirement.* The Department states that the contractor must not utilize a Virtual Private Network (VPN). j. *Question: Will the Department allow an exception for using VPN when the main network is down or during a Disaster Recovery/Business Continuity incident?* k. *Question: Would the Department approve the use of a Private MPLS secure network to connect from*

	the DOC facilities to the hosted (EHR) application? l. *Question: If regions are awarded to different contractors, how does the department intend to handle deployment of the EMR? Will there be a single solution and what contractor(s) will be responsible for implementation and cost?* The RFP states that the contractor must not utilize a Virtual Private Network (VPN). m. *Question: Would the Florida Department of Corrections approve the use of a private MPLS secure network to connect from the facilities to the hosted (HER) application?*
Answer #44	a. Answer to be furnished in later addendum. b. No, see section 3.16. The Vendor is responsible for obtaining the proper licenses. The Department cannot purchase licenses for a private company. c. The Department will accept HL7; however, the Department will need to review the version number and layout before approving the format. Please see sections 3.31.1 and 3.16.6.1 for more information. d. The vendor is responsible for defining and establishing their own data network and data (Internet) communications. e. The data must integrate with existing Department systems: i.e., OBIS. f. Yes g. At a minimum, the vendor must provide capabilities as described in section 3.16.6.1. This capability shall allow data exchanges to occur with the Offender Based Information System (OBIS). However, other exchanges of data are dependent on the negotiation with the selected vendor. Please see section 3.31.1 and 3.16.6.1 for more information as well as references to CARP and OBIS in section 3.34.1 Performance Outcomes, Measures, and Standards. h. The Department requires that the Vendor system integrate with OBIS. The Department will accept HL7; however, the Department will need to review the version number and layout before approving the format. i. Answer to be furnished in later addendum. j. No, the standard is to use a VPN to connect into the Department's network. The Department does not allow a direct connect into systems that would provide a feasible alternative to circumvent an outage to the network. k. The Department may approve a separate network that meets the standards required by the Department of Management Services and any CJIS security policies. l. If multiple Vendors are selected, then each can use their own EHR system. The Vendors, at their own cost, will be responsible for integrating their systems to each other. m. The Department will approve a separate network that meets the standards required by the Department of Management Services and any CJIS security policies.
Question #45	32. Section 3.31, Page 71; Offender Based Information System (OBIS): a. *Question: Please specify the types of data the Florida Department of Corrections will require and in what format.*

	b. *Question: Please provide the estimated Vendor cost associated with use of the OBIS system?* c. *Question: How does the Department expect the vendor to access the OBIS system (e.g., Department supplied workstations, vendor supplied workstations, etc...)? If OBIS will be accessed through vendor workstations, what additional software such as a terminal emulator will be required and will the software be supplied by the Department or will the vendor be required to purchase the software?*
Answer #45	a. The Department will accept HL7; however, the Department will need to review the version number and layout before approving the format. This capability shall at a minimum allow data exchanges to occur with the Offender Based Information System (OBIS). However, exchanges of data will be determined prior to contract execution. Please see section 3.31.1 and 3.16.6.1 for more information as well as references to CARP and OBIS in section 3.34.1 Performance Outcomes, Measures, and Standards. b. The Department does not have an estimate for the cost. The Contractor shall have an account number associated with their company and each contracted staff person working for the Contractor shall have that account number tied to them while using OBIS. All CPU utilization under that account number will be tracked in OBIS, summed at the end of every month, and calculated as a percentage of all the CPU utilized for that month in OBIS. This percentage will then be applied to the OBIS service bill cost we receive from the State's Shared Resource Center. This cost will then be deducted in the monthly payment made to the Contractor by the Department. c. See the following sections: 3.16.1 Corporate Access to the Departments Network, 3.16.2 LAN to LAN Connections and 3.16.3 Outside Entity Obligations.
Question #46	33. Section 3.3.19, Page 26; Off-Site Transportation: There are approximately 10 facilities that do not have a hospital within 22.5 miles. a. *Question: Will the $250 penalty for off-site round trips over 45 miles be waived for those facilities?* b. *Question: Excluding radiotherapy services, please provide the number of trips that exceeded 45 miles on the officer's mileage log for each of the past three years.* c. *Question: Does the stated penalty for off-site round trips over 45 miles include ER trips?*
Answer #46	a. See revised Section 3.3.19, Off-Site Transportation, on Revised Page 26, included with Addendum #3. This section has been changed to reflect 50 miles round trip, before charges are assessed. b. Information unavailable. c. Yes, unless directed by the Emergency Management System (EMS) Note: Inmate transfers/movements/referrals between institutions for security and/or health related needs directed by the Department are not applicable to this issue. In addition, the Department has determined that transfer mileage will be changed to 50 miles round trip before any charges are assessed.
Question #47	34. Section 3.25.4, Page 65; Final Implementation Plan and Transition Date Schedule: This section of the RFP requires completed implementation by 12:01 a.m. on June 30, 2012. Section 3.25.7 requires completed implementation by 12:01 a.m. on July 1, 2012. *Question: Please clarify which date is to be used for completion of implementation.*

Answer #47	12:01 AM by July 1, 2012
Question #48	35. Section 3.34.1, Page 78; Performance Outcomes, Measures, and Standards: *Question: Can the Florida Department of Corrections provide a current baseline assessment for each of the performance indicators described in the RFP?*
Answer #48	No. The Department does not currently have an outsourced model of health care, so we do not have baseline assessments for these indictors. In the past, the Department's health care systems and services have been reviewed internally through a quality management process, and externally by the Correctional Medical Authority (CMA). All CMA findings were addressed through corrective action plans (CAPs). The CMA CAPs were not closed until 100% compliance was achieved and approved by CMA. The Correctional Medical Authority was statutorily abolished in July 2011 and no longer exists. The performance measures include in this RFP are based on applicable statutes, rule, polices, health services bulletins and care manuals and were reviewed by representatives from DOC, the Department of Health, the Agency for Health Care Administration and the Department of Management Services.
Question #49	36. Section 3.18, Page 59; 340b Special Care Program: *Question: Is it the Departments intention that providers in the specialty care program as well as any other contracted or interagency program staff be expected to train on, and utilize the electronic health record implemented by the contractor?*
Answer #49	No
Question #50	37. General Staffing Question: *Question: Is the Vendor required to hire/transition all current employees or merely give all current employees the opportunity to be interviewed should they be interested in employment?*
Answer #50	Pursuant to the proviso language, Department of Corrections employees shall be given "first preference for continued employment with the contractor." The Department interprets this to be more than just the opportunity to be interviewed. See Section 2.2 and 3.25
Question #51	38. All Facilities: a. *Question: Please provide clarification on meaning of Registered Nurses must do all health assessments. (i.e. is intake considered an assessment, triage considered an assessment, etc.)* b. *Question: What are the data entry requirements for medical services in the offender management system (OBIS)?* c. *Question: Spectra partnership agreement – please verify if the phlebotomist is provided as part of that contracted service or provided by the site as part of their staffing matrix?* d. *Question: Please verify by institution the specific work release and offsite camps that are serviced by other facilities. Also, please verify staffing coverage that is provided onsite at each of those facilities.* e. *Question: Please describe the responsibility of medical and/or mental health staff in the process for monitoring suicidal inmates?* f. *Question: Regarding mental health & dental records – it was noted at some facilities that medical and mental health records appeared to be separate from the medical record. Is the record supposed to be in a combined comprehensive medical record? Please verify.* g. *Question: Regarding dental care – it was noted at one of the facilities that routine dental care wait*

	times were up to 18 months. Please verify what the average wait times by facility is averaging for routine vs. urgent care needs? h. *Question: Please verify electronic documentation (i.e., pharmacy ordering/refills, utilization management, scheduling of appointments for onsite/offsite clinics, lab ordering/results, etc.) that is currently being done statewide. Is this currently being done statewide or only at some institutions? Please name the select locations if not statewide.*
Answer #51	a. The intent is that nurses must practice within their scope of practice. If the licensed nurse is not trained to perform a specific task then they should not be assigned the task unless they are properly trained. b. Please see section 3.31.1, as well as references to CARP and OBIS in section 3.34.1 Performance Outcomes, Measures, and Standards. c. Spectra Laboratories d/b/a Spectra Diagnostics provides phlebotomists at selected institutions as part of their contract. d. See Exhibit A-Staff is provided by the designated Major Institution. e. See Exhibit C – must be in accordance with Procedure 404.001. f. All Health Care Record components, which include all medical and mental health records are placed together when the inmate transfers or is released. Only the dental record component of the inmate's Health Care Record is kept in the dental clinic. See Exhibit C – HSB 15.12.03 Appendix F concerning Mental Health Records and HSB 15.05.17 concerning filing and maintaining security of raw psychological test data and psychological test protocols. g. FDOC has no waiting times for emergent dental care. Urgent dental care needs are addressed as soon as possible and not normally placed on waiting lists. FDOC does track initial dental waiting times after an inmate request routine/comprehensive dental care and the waiting times between appointments for those requests. See RFP Questions & Answers Documents, Dental Waiting Times for the times as on October 1, 2011. h. Pharmacy: All facilities fax new prescriptions to the regional pharmacies. Major institutions may submit refills electronically through the pharmacy software system. Facilities without cips access fax refill requests to the pharmacies.
Question #52	39. Facility – NWFRC: a. *Question: Are intakes and transfers done on the off-shifts/weekends at NWFRC?* b. *Question: For the Main Unit at NWFRC, are the 11 Master's level psych specialists FTE's or bodies?*
Answer #52	a. Not routinely b. As of 10/20/11, there are 16 Career Service Behavioral Spec and 2 OPS Behavioral Specs assigned to NWFRC
Question #53	40. Facility – Santa Rosa: a. *Question: Please verify the staff dedicated to the Q Dorm at Santa Rosa.* b. *Question: Are RN's required to staff the close management unit at Santa Rosa?*
Answer #53	a. Nursing staff 07:00-15:00 3 Registered Nurse Specialists and 2 Licensed Practical Nurses 15:00-23:00 2 Registered Nurse Specialists and 1 Licensed Practical Nurse 23:00-07:00 1 Registered Nurse and 2 Licensed Practical Nurses

	b. Yes, along with Licensed Practical Nurses
Question #54	41. Facility – RMC: *Question: During site tours it was noted that there were different arrangements with specialty care groups, i.e., Orion, US medical group, radiation oncology. Please specify by arrangement what services (i.e., physician, equipment, and supplies) are covered by the Department versus provided as part of the contracted services.*
Answer #54	See Exhibit O, Current Health Services Contracting Services for the scope of services provided under the above contracts: Contract C2687, Orion Medical Enterprises, Inc. d/b/a Physicians Dialysis; #Contract #S6277, United States Medical Group of Florida, Inc.; and Contract C2573, Community Cancer Center of North Florida, LLC..
Question #55	Section 3.3.13, Page 24; Inpatient Hospital Services: *Please provide a list of hospital stays (by region and hospital) that exceeded $150,000 per stay for the historical fiscal periods 2009-2010 and 2010-2011.*
Answer #55	U.M. does not track actual cost data. For FY 2010-2011, there were 90 inmates with total costs exceeding $100,000 for a total cost of $17,877,857. For FY 2009-2010, there were 86 inmates with total costs exceeding $100,000 for a total cost of $17,503,470. See RFP Questions & Answers Documents\UM\Statewide Over $100,000 FY 2010-11.xls for inmate costs over $100,000. These costs include all services provided to an inmate, which may or may not include hospitalization costs.
ARMOR CORRECTIONAL HEALTH SERVICES	
Question #56	1. Since the answers to questions are scheduled to be released only one week prior to the proposal due date, we respectfully request that the proposal due date be extended by a minimum of two weeks to allow sufficient time for vendors to analyze the answers and incorporate the additional information into our work plans.
Answer #56	The calendar has been revised to reflect a proposal due date of December 19, 2011.
Question #57	2. Since such substantial Performance Bonds are required which increase the overall cost of the contract to the State, will the Department consider cost-saving alternatives that provide the same assurance of performance?
Answer #57	See Revised Page 179 for RFP 11-DC-8324, and Revised Page 178 for RFPs 11-DC-8325 through 8328, included with Addendum #3.
Question #58	3. The financial requirements outlined in Section 5.5.1 effectively eliminate genuine competitive bidding on these proposals by restricting the field of eligible correctional healthcare companies to a select few. We respectfully request that the Department consider changing the financial requirements to 2010 sales of $50 million or total equity of $5 million. This change will significantly increase the field of responsible vendors without materially changing the substance of the requirements.
Answer #58	See revised 5.5.1, on Revised Page 150 for RFP 11-DC-8324, and Revised Page 149 for RFPs 11-DC-8325 through 8328, and Added Page 150A for RFP 11-DC-8324, and Added Page 149A for RFPs 11-DC-8325 through 8328, included with Addendum #3.
Question #59	4. Since the requirements to become a Minority/Service Disabled Veteran Business Enterprise include that the company have a net worth of less than $5 million and few than 200 employees, it is unlikely that any vendor who qualifies to bid will be able to meet those requirements. Will the DOC consider other certifications, such as the National Minority Supplier Development Council?
Answer #59	No, but see Section 7.8.1 of the RFP.

Question #60	5. Will Minority/Service Disabled Veteran Business Enterprises be awarded additional points toward the final evaluations? If so, how will points be awarded? If not, why is this information being requested?
Answer #60	No, this information is used for tiebreaking purposes, see Section 6.4 of the RFP.
Question #61	6. Will additional consideration be given to Florida-based businesses? If so, how will this be determined? If not, why not?
Answer #61	See Section 6.4 of the RFP.
Question #62	7. The evaluation criteria outlined in Attachment 7 for Business/Corporate Qualifications appears to favor length of experience over quality of experience by assigning 40% of the available points to "relevancy and length of experience." In accordance with RFP Section 4.3.9.2 we request the DOC change evaluation points 1.a. to read "Relevance, length, and quality of past experience providing comprehensive healthcare services" and 1.b. to read "Relevancy, length, and quality of experience performing tasks as specified in this RFP."
Answer #62	No justification has been offered for this requested change, the requirement remains as stated.
Question #63	8. Section 5.6.2 #9 asks for an estimate of personnel costs, but Section 5 states that "Inclusion of any costs or pricing data in the Project Proposal may result in rejection of the entire proposal submission" and Section 5.1.3 state that "no cost information may be reflected in the Project Proposal." Please clarify.
Answer #63	This information should only be included in the Price Proposal.
Question #64	9. The RFP asks for multiple responses to the same question in several places such as Quality Assurance, Pharmacy, Organizational Charts, and Transition Plans. Would the Department prefer for vendors to repeat their responses or to provide a single detailed response and cross-reference back to the original answer?
Answer #64	Proposers can provide a single detailed response and cross-reference back to the original answer
Question #65	10. Please clarify what positions fall under the definition of healthcare provider for dental and mental health. (page 23)
Answer #65	Dental Providers include: Sr. Dentist, Dentist, Dental Hygienist Mental Health: senior behavioral analysts, behavioral health specialists/mental health specialists, institutional counselors, human service counselors, psychiatrists
Question #66	11. Please describe the Department's method for calculating ADP. Is anyone excluded from this calculation?
Answer #66	The 'average daily population' is calculated by adding all the daily prison populations in a given month and then dividing that monthly total by the number of days in a given month. No one is excluded.
Question #67	12. Will provider be allowed to propose alternate, cost-saving options?
Answer #67	Only as outlined in Section 3.38, Value Add Services.
Question #68	13. Are providers permitted to take exceptions to the RFPs?
Answer #68	It is unclear what is meant by this question, to the extent that proposers have asked for changes during the question and answer phase, yes. Proposers are expected to comply with all requirements of the RFP.

Question #69	14. Please provide the dates of the last ACA accreditations for each facility.
Answer #69	See RFP Questions & Answers Documents\Data\ACA Accreditations.xls
Question #70	15. The RFP makes repeated references to "ACA and/or NCCHC" accreditation. Please clarify whether one or both accreditations will be sought, who will make the choice, and if the vendor would be responsible for all fees or only those associated with the medical accreditation.
Answer #70	The vendor can choose either accrediting body.
Question #71	16. Please provide the medical portion of the ACA fee for each facility from the most recent audit.
Answer #71	Out of 529 total standards involving ACA accreditation, 83 are medical standards (15.7%). However, 31 of the 61 mandatory standards are medical (51%). The total cost of accreditation is $8,625. In consideration of the weighting of the mandatory standards, the Department expects the vendor to pay for $1,700 of the total accreditation costs (19.7%). The cost of $1,700 is the current fee portion which is subject to change based on the ACA accreditation standards distribution and/or price increase.
Question #72	17. If multiple vendors are selected will each be expected to use the same EMR or can each use its own? Who will make the decision?
Answer #72	If multiple Vendors are selected, then each can use their own EHR system. The Vendors, at their own cost, will be responsible for integrating their systems to each other.
Question #73	18. Please clarify which sites are currently receiving 340b pricing and provide a list of what those medications are.
Answer #73	Region I – Apalachee, Jackson, Okaloosa, Northwest Florida Reception Center, Jefferson, Wakulla. Region II – Columbia, Hamilton, FSP, Union/New River, RMC, Madison, Taylor Region III – Lowell, Tomoka, Lake, Central Florida Reception Center See www.hhs.gov and RFP Questions & Answers Documents\Pharmacy Data\Question 73
Question #74	19. Section 2.6 – Please clarify specifically what pharmaceutical costs will be covered by County Health Departments
Answer #74	STD/HIV drugs for inmates enrolled in the STD/HIV clinic and prescribed by DOH clinicians.
Question #75	20. Section 2.6 – Please describe the process the Department will employ when determining whether to add or delete a site from the 340b program. Also, please confirm that the vendor's contract price will be appropriately adjusted to reflect any additional or reduced costs to the vendor.
Answer #75	Decisions regarding 340b expansion will be based on County Health Department availability and cost savings to the State of Florida. The contractor will be reimbursed for services based upon the contract compensation as noted in Section 7.4.1. Any changes in compensation will be as noted in Section 7.6.
Question #76	21. Section 2.6 – please provide a schedule by Facility or by Region outlining how much the vendors will be charged for the contract monitors.
Answer #76	Each regional health services monitoring team will be comprised of clinical and administrative staff. There will be 25 FTE total for all 4 regions, with 6 ½ FTE per region for Regions I and II, and 6 FTE for Regions III & IV (regions I & II will split an additional mental health monitor). Total cost statewide is $2,333,000 in salary and benefits, as follows: Regions I and II - approximately $609,500 per year in salary and benefits; Regions III & IV - approximately $557,000 per year in salary and benefits.

Question #77	22. Will the vendor be permitted to participate in the hiring process for the contract monitor since they will be responsible for the payroll costs?
Answer #77	No. These are pass-through costs. It could create the appearance of a conflict of interest for the vendor to participate in the selection and hiring process for these DOC contract monitors.
Question #78	23. Section 2.6 – Please provide a description of each facility's current state of readiness with regards to wiring and internet capacity, as well as internet availability, to the degree these are necessary for EMR and Telehealth.
Answer #78	The vendor is responsible for defining and establishing their own data network and data (Internet) communications. See section 3.16.4 Contractor's Network.
Question #79	24. Section 2.6 – please clarify how the Department is defining a "nationally accepted or recognized electronic system which must contain basic audits & edits, and must include criteria for determination of healthcare treatment, procedures & specialty care, and to include an electronic process for higher level review of denials."
Answer #79	InterQual and/or Milliman/Roberts, or equivalent.
Question #80	25. Section 3.1 states "The contractor shall identify the clinical criteria utilized to determine necessity for health care and treatment that at a minimum meet National Clinical Practice Guidelines (i.e. internally developed or other national criteria)." Please clarify: a. whether this is referring to ALL health care (on-site & off-site) and b. if clinical criteria is to be internally developed or based on other national criteria (i.e. Interqual, Milliman/Roberts).
Answer #80	a. It includes all on-site and off-site care. b. It can be either internally developed and/or a commercial product that is based on National Clinical Practice Guidelines, such as Interqual and/or Milliman/Roberts.
Question #81	26. Please clarify who is responsible for housekeeping within the medical units.
Answer #81	Inmates who are supervised by assigned security staff provide the housekeeping services for the medical units.
Question #82	27. Section 3.3.4 – Please clarify non-compliance will be determined as it relates to receiving and transfer screenings requiring payment of liquidated damages. Also, please confirm that the vendor will not be held accountable for circumstances beyond the vendor's control.
Answer #82	This is determined by the Performance Outcome Measures Reception, Transfers and Continuity of Care. Yes, the vendor will not be held accountable for circumstances beyond their control, as determined by the Department.
Question #83	28. Section 3.3.19 – Please clarify whether the 45 miles indicated refers to a one-way or a round-trip as it appears to be round-trip.
Answer #83	See revised Section 3.3.19, Off-Site Transportation, on Revised Page 26, included with Addendum #3.
Question #84	29. Section 3.3.21 – Please provide the total number of first aid kits that will be required by facility.
Answer #84	The required locations for first aid kits are outlined in DOC Procedure 403.005.

Question #85	30. Section 3.3.21 – Please provide a detail, by facility, as to how many total AEDs will be needed to meet this requirement. a. How many of these are currently in place and operational? b. Where are they currently located? c. Please provide a list of how many of each brand.
Answer #85	An AED inventory is included in RFP Questions and Answers Documents/Data\AEDs.xls
Question #86	31. Please clarify what services, equipment, and supplies will the contractor be responsible for providing at the road prisons, forestry/work camps, work release centers, and contract work release centers.
Answer #86	Services at satellite facilities must be provided in accordance with HSB 15.07.02 (Exhibit C).
Question #87	32. Section 3.3.23 – In the event that the Department's Office of Health Services overrules Armor's Medical Director, please confirm that the Department will indemnify the vendor and pay any resultant costs associated with that decision.
Answer #87	The Department CANNOT INDEMNIFY ANYONE AS A MATTER OF LAW.
Question #88	33. Section 3.4.1.1 – Please provide a listing of all dental equipment, by site, with status, condition, and estimated life expectancy.
Answer #88	A list of dental equipment at each institution is contained in Exhibit L, Inventory of Medical Equipment. In addition, a listing of operatories in each dental clinic, the equipment in need of repair and equipment in need of replacement as of October 1, 2011 is located in RFP Questions & Answers Documents, Dental Equipment.
Question #89	34. Section 3.4.1.3 – Please define "dental emergency."
Answer #89	See Exhibit C, Health Services Bulletin 15.04.13 Supplement H Section R and Rule 33-402.101, #2, for definitions of a Dental Emergency.
Question #90	35. Section 3.7.1.12 – Please clarify what is meant by an emergency medication.
Answer #90	The Contractor shall have a system in place to provide emergency medication to inmates 24hrs/7days of week. All associated costs for emergency medication is the responsibility of the vendor and should be reflected in the price proposals submitted with or without pharmacy.
Question #91	36. Section 3.5.10 – Please confirm that all facilities provide IMRs that meet the DOC's requirements.
Answer #91	All Department institutions have IMRs that meet DOC's requirements except: Indian River, Hernando, Putnam, Gainesville, Demilly and New River.
Question #92	37. Section 3.5.15 – Please provide a detailed schedule for each Region of the total costs of the Psychology Doctoral Internship Program over the past three years as well as projected annual increases for the next 10 years.
Answer #92	The Internship is only in Region III and the schedule and cost are located at: RFP Questions & Answers Documents\Data\Psychology Doctoral Internship.pdf
Question #93	38. Section 3.13 – How many security staff, by facility, will be participating in health education training?
Answer #93	Region I - 5,301 Region 2 - 5,979 Region 3 - 3,650 Region 4 - 3,508 Total 18,438 Note, the health education training would be institutional specific for the security staff and not

	the mandatory education required by Staff Development.
Question #94	39. Section 3.18 – Please clarify that prices will be appropriately adjusted if facilities are added or deleted from 340b pricing.
Answer #94	Prices will not be adjusted except as based on the awarded price reimbursement method.
Question #95	40. Section 3.19 – Please provide a copy of all interstate compact agreements.
Answer #95	Copies are provided in RFP Questions & Answers Documents under Interstate Compact.
Question #96	41. Section 3.19 – Please provide a detailed accounting of any costs associated with interstate compact agreements for each of the past three years.
Answer #96	The following amounts were paid out for the time period indicated: July 1, 2009 – June 30,2010 $ 98,143.52 July 1, 2010 – June 30, 2011 $ 183,869.81 July 1, 2011 - Oct 24, 2011 $ 31,053.85 The following amounts were collected out for the time period indicated Jan 2010 – June 2010 $ 68,336 July 2010 – June 2011 $ 453,737 July 2011 – Oct, 24, 2011 $ 324,184 (There is an additional $45,351 that is billed but not yet received of which approximately $5,500 is during this fiscal year)
Question #97	42. Section 3.19.1 – Please confirm that any such care will be provided on site at the facilities within the Regions awarded.
Answer #97	Healthcare provided at the institution for an ICC inmate is not separately billable to the Department and is covered under the awarded reimbursement method within the contract. However, healthcare provided to an ICC inmate outside the institution is billable to the ICC inmate's State according to the ICC agreement for that State.
Question #98	43. Section 3.19.3 – Please clarify what the healthcare contractor's responsibility will be pertaining to the transfer of inmates to and from federal prisons.
Answer #98	The same responsibility as a transfer and receiving process from any facility.
Question #99	44. Section 3.19.4 – Please confirm that the vendor is not responsible for any costs associated with any care at any of the private correctional facilities.
Answer #99	The vendor is not responsible for any costs associated with any healthcare provided to an inmate assigned to a private correctional facility. Inmates housed in private facilities are not counted in the ADP for the Region.
Question #100	45. Sections 3.22.18 and 3.26.2 – Please clarify that vendor will be appropriately compensated if any changes to contract result in additional costs.
Answer #100	The terms and conditions set forth in Section 3.22.18 and Section 3.26.2 are clear on the matter of compensation. See Section 7.6 Contract Modifications for further clarification.
Question #101	46. Section 3.25.1 – Please clarify whether vendors can approach current employees about jobs.
Answer #101	Vendors may not approach current employees until after an award is announced. At that time, the Department will work with the vendor(s) to facilitate introductions and interviews with current staff during the transition period.

Question #102	47. Section 3.27.10 – Do the medical providers need to include housekeeping personnel as part of their pricing?
Answer #102	No
Question #103	48. Section 3.30.5 – Please clarify that the medical vendor is responsible for providing initial and annual TB screening/testing for all individuals associated with the institution, including all security staff and all security subcontractors. If so, please provide the number of individuals other than those employed by the medical provider, who must be tested.
Answer #103	Yes the vendor is responsible for TB Screening/Testing. For fiscal year 09/10 23,880 employees were screened and/or tested for TB.
Question #104	49. Who is responsible for maintaining TB screening/testing records for staff outside of Contractors' staff?
Answer #104	The Environmental Health and Safety Officer assigned to the institution and personnel.
Question #105	50. Section 3.31.1 – Please clarify whether the vendor or the Department is responsible for actually inputting the information into OBIS.
Answer #105	The Department will entertain direct data entry in OBIS or near real-time data exchanges into OBIS. Please see section 3.31.1 as well as references to CARP and OBIS in section 3.34.1 Performance Outcomes, Measures, and Standards.
Question #106	51. Section 3.31.3 – Please provide a range of projected costs, by facility, for utilizing the OBIS system. Please provide a method to project anticipated annual increases over the next 10 years.
Answer #106	The Department does not have an estimate for the cost. The Contractor shall have an account number associated with their company and each contracted staff person working for the Contractor shall have that account number tied to them while using OBIS. All CPU utilization under that account number will be tracked in OBIS, summed at the end of every month, and calculated as a percentage of all the CPU utilized for that month in OBIS. This percentage will then be applied to the OBIS service bill cost we receive from the State's Shared Resource Center. This cost will then be deducted in the monthly payment made to the Contractor by the Department.
Question #107	52. Section 3.36.2.1 – Please clarify what positions will not be required to be backfilled for holidays.
Answer #107	There are no exceptions for holidays. The Contractor must have sufficient staff to cover all health care services outlined in DOC policy, including but not limited to: emergency care, inpatient units, infirmaries, medication administration and distribution, transfers, etc.
Question #108	53. Section 5.2.9 could be interpreted to refer to issues involving employees' personal lives such as custody issues, bankruptcies, child support, etc. Please clarify that the Department is referring to professional concerns in this section.
Answer #108	The section relates to the professional behavior of Contractor's employees.
Question #109	54. Section 5.3.2 Could be interpreted so that Proposers are required to provide all the background information requested in Sections 5.3.2.1 through 5.3.2.7 on every supplier including housekeeping suppliers. Is it correct to assume that the DOC is requesting such information only for the providers of material services, such as pharmacy services?
Answer #109	Yes.
Question #110	55. Section 5.3.3 Indicates that vendors must get approval prior to hiring any individual who has been terminated by the Department. Does this requirement also apply to former employees who were laid off or resigned as opposed to terminated?

Answer #110	Yes. The DOC guiding directive for re-hiring employees is covered in Personnel Information Memorandum 09-60-01R entitled Re-employment of Previous Employees that states: Approval must be obtained from the hiring authority to re-hire those individuals previously employed by the department.
Question #111	56. Section 5.3.3 – If a proposer wishes to submit the name of an individual who was terminated by the Department as one of its key positions, what is the appropriate method to request approval prior to the submission of the proposal?
Answer #111	DOC Process for Rehires: The supervisor will complete a Request for Re-hire form, DC2-814, revised 03/19/2008. A copy of the form is available on the Intranet at http://dcweb/co/forms/dc2-814.doc. The following steps will be taken by the supervisor in completing this form: a. Contact the appropriate servicing personnel office to obtain former personnel file information. (Personnel will complete #1 through #7 of the DC2-814 form), b. Complete #8 through #12 of the DC2-814 form and obtain appropriate signatures, c. Contact the Inspector General's office to inquire if the applicant was the subject of any investigations while employed with the department, d. Contact the former supervisor at the applicant's previous work location for recommendation of re-hire.
Question #112	57. Are any sites currently operating under consent decrees? If so, please provide copies of the consent decrees.
Answer #112	No.
Question #113	58. Are there any Court Orders in effect at any facilities at this time? If so please list and describe.
Answer #113	No.
Question #114	59. Please confirm whether or not it is the intention of the Department to keep Glades CI open.
Answer #114	Glades Correctional Institution is projected to close on December 1, 2011.
Question #115	60. Will there continue to be state monitors in the absence of CMA?
Answer #115	Yes, there will be clinical and administrative monitors. Yes, refer to Section 2.6, Section 3.3.4, Section 3.22.6, Section 3.32.11.2, Section 3.35, Section 3.35.3 and Section 7.4.1
Question #116	61. What sites have on-site x-ray machines and which sites use portable x-ray services?
Answer #116	The Reception and Medical Center Hospital at Lake Butler, FL has Department owned on-site x-ray machines and a MRI/CT Scan provided by a contracted vendor (S6306 E. Edward Franco, MD, PA). Central Florida Reception Center has a MRI/CT Scan provided by a contracted vendor (S3079, Cure Medical Services, Inc.). All other institutions utilize mobile x-ray services provided under Contract #C2527, Tech Care. All contracts are located in Exhibit O, Current Health Services Contracting Services.
Question #117	62. The introduction to Section 5.6 includes a description of what must be included in the Work Plan and lists five requirements. It then concludes with a note stating that "Each of the above elements must be addressed separately and tabbed individually." Should these tabs be included as "sub-tabs" within Tab 6? If not, please clarify.
Answer #117	See revised Section 5.6, Tab 6 – Technical Proposal/Service Delivery Narrative, on Revised Page 152 for RFP 11-DC-8324, and Revised Page 151 for RFPs 11-DC-8325 through 8328, included with Addendum #3.

Question #118	63. Section 5.6.2, # 5 – Please clarify what is meant by "matching" salaries and benefits.
Answer #118	Providing equivalent salaries and benefits.
Question #119	64. Section 5.6.5, #3 – Please define what is meant by "Program Health Managers."
Answer #119	Program Health Managers is defined as qualified mid-level institutional supervisory staff.
Question #120	65. Please provide the number of Air Ambulance transports for each facility in the last two years.
Answer #120	The Department does not track this data
Question #121	66. Are Hepatitis B Vaccines to be provided by the Contractor for contract employees only? If not, please list any others.
Answer #121	No, it includes all staff outlined in Blood Borne Pathogen Manual Exposure Control Plan Section 6 (Exhibit C).
Question #122	67. Please provide a list of out-patient services and in-patient scope of services provided by RMC.
Answer #122	Outpatient services include; Reception process, Urgent Care, 34 bed infirmary, cancer center – chemotherapy, radiation therapy, dialysis center, centralized medical scheduling office, outpatient medical records, record archives, 25 specialty clinics, dental along with oral surgery and mental health including psychology/psychiatry with TCU/CSU services. Inpatient services include; general hospital services - long term vent care, extensive wound care, blood transfusions, IV therapy with peak and trough management, hospice/palliative care, extensive post operative recovery, stroke and cardiac rehabilitation, chemotherapy, skilled respiratory care including tracheotomy management, AFB isolation and treatment, reverse isolation for severely immune-compromised patients, intensive pain management, risk and quality management nursing, medical warehouse, modular surgery unit, lithotripsy, utilization management, radiology, laboratory, respiratory therapy, social services, health education and training, dietary, pharmacy, special services – video EEG, Sleep Studies, PET/CT Scans and minor procedures – toe removals, removal of tunneled dialysis catheters, central line placements, thoracentesis and chest tube insertions.
Question #123	68. Please clarify whether trips to the RMC would be subject to the 45 mile limit referenced in Section 3.3.19.
Answer #123	Yes; however, the round trip mileage has been changed to 50 miles. See revised Section 3.3.19, Off-Site Transportation, on Revised Page 26, included with Addendum #3.
Question #124	69. Please provide a Fee Schedule for all in-patient & out-patient services provided by RMC.
Answer #124	See RFP Questions & Answered Documents\UM Data\ RMC Fee Schedule.pdf All outpatient fees are based on the contract rates located under compensation in each contract. Those specific to Region II and/or RMC are numbered S62xx and/or S63xx under Exhibit O. Dental reimbursement rates are based on the current National Dental Advisory Service fee report at the 50% percentile (median/middle value).

Question #125	70. Please describe how Utilization Management is handled when RMC is utilized.
Answer #125	Patients are referred to RMC Hospital as an admission directly from an institution or as a community hospital transfer. These cases are reviewed for medically necessity and service intensity appropriateness by a Utilization Management Nurse/Case Manager. UM coordinates RMC Physician acceptance, transfer of medical information, bed assignment, special needs equipment and in some cases ambulance transport. UM is also responsible for requesting transfer of custody to RMC via electronic submissions in CDC SYSM. Once inmates are admitted to RMC hospital a UM Case Manager follows the admission course to ensure appropriate and timely treatment, decrease duplicate or unnecessary services, performs discharge planning and infirmary and special program placements. The UM Case Manager is also responsible for providing clinical reviews regarding private vendor and interstate compact inmates. In cases when emergent outpatient care is appropriate UM provides assistance to institutional physicians for referral to RMC specialty clinics. UM also coordinates the scheduling of emergent appointments as well the transfer telexes.
Question #126	71. Can the contractor utilize their own Utilization Management systems in RMC?
Answer #126	Yes, if the system meets or exceeds the requirements outlined in the RFP. Also, see Answer 13.
Question #127	72. Do all facilities currently have on-site Optometry Services? If not which don't? a. Please provide a list, by facility, of all available optometry equipment. b. Please provide the name and contact information for the current eyeglass vendor.
Answer #127	Yes a. Equipment for optometry services is provided by the contracted vendor and does not belong to the Department. Optometry equipment at RMC is as follows: Lombart Eye Chair purchased in July 2009 Sunshine PAC Scan purchased in July 2009 Keeler Easy Eye Tonomoeter purchased in November 2005 Ellex Eye Laser Machine purchased in July 2009 Table MDL Slit Lamp purchased in October 1986 b. PRIDE is the current eyeglass vendor.
Question #128	73. Can Radiotherapy Services be contracted outside of CCCNF-Lake Butler?
Answer #128	No, unless pre-approved by the Office of Health Services for medical conditions/reason that would not allow an inmate to be transferred to RMC or that require specialized treatment not available at RMC.
Question #129	74. Please provide Fee Schedule information for use of Radiotherapy Services.
Answer #129	See Exhibit O, Current Health Service Contracting Services, Contract – Statewide, contract #C2573, Community Cancer Center of North Florida, LLC.
Question #130	75. In addition to national surveys & audits, which others are conducted on a routine basis and how often? Please list.

Answer #130	The Department conducts site visits in accordance with identified needs at each institution. This includes Quality Management activities for all health services disciplines in accordance with HSB 15.09.01. In addition, regional health services staff conduct routine site visits (for example, nursing site visits are conducted quarterly, at a minimum) or require institutional health services staff to complete self-assessments. Pharmacy performs monthly consultant pharmacy inspections at each institution.
Question #131	76. Is the required HIV Test pre-release associated with what is now a permanent program with the DOH? If so please describe process.
Answer #131	No, it is a Ryan White Grant from the Department of Health (year-to-year grant)
Question #132	77. Please describe the DOG program on HIV/AIDS and STD testing.
Answer #132	The Department of Corrections has an interagency agreement with the Department of Health to treat inmates with HIV/AIDS and other Sexually Transmitted Diseases. This collaboration provides three main benefits to the citizens of Florida: • Allows the Department to access the lowest pricing for HIV drugs through the Federal 340b Pricing Program, generating substantial savings. • Increases medical resources for both the DOC and the participating County Health Departments. The health departments benefit as staff involved in this project obtain valued experience in treating inmates with uniquely diverse co-occurring diseases, mostly untreated prior to incarceration. • Ensures improved continuity of care for released inmates, since their medical record is maintained by the local health department. Under this agreement, the Department pays local County Health Departments to provide medical services at designated institutions. The County Health Department physicians prescribe the drugs, which are filled by the Department of Health's State Pharmacy. This model allows the DOC to be eligible for Federal 340b drug pricing, which is approximately 40% lower than current costs under the State drug contract through the Department of Health. HIV drugs constitute more than 40% of the Department's drug costs. See Exhibit O, Interagency Agreements, for more detailed information on the 340b Specialty Care Program. See RFP Questions & Answers Documents\Data\340B Program Costs 2010-2012.xlxm for financial information.
Question #133	78. What is the Contractors responsibility with regard to DOH programs on HIV/AIDS and STD testing?
Answer #133	To perform STD screening as outlined in Interagency Agreement with DOH; work collaboratively with the local CHD staff to facilitate immunity clinic visits, medication administration and distribution to participating inmates, and coordination of care for other health conditions. If pharmacy is awarded to the vendor, the vendor shall liaison with DOH to ensure medication profiling is accomplished in order to avoid drug adverse reactions.
Question #134	79. Is FLDOC responsible to print all of the required forms? Please describe process.
Answer #134	The vendor will be responsible for the cost of all Department forms used in the delivery of healthcare and the forms are to be purchased from PRIDE.
Question #135	80. Please provide statistical data by facility for the past year (on-site services and off-site services).
Answer #135	Refer to exhibit 9d and RFP Questions & Answers Documents\UM Data\Consults 7-1-10 thru 6-30-11.pdf.

Question #136	81. Please list all PRIDE Services that would be made available to the Contractor.
Answer #136	The contract vendor may utilize the PRIDE Dental Laboratory located at Union CI per Section 3.4.8 of the RFP. In addition, see Section 7.8 and specifically Section 7.8.4 concerning PRIDE services.
Question #137	82. Do any of these Regions have a Regional Medical Records person assigned?
Answer #137	No
Question #138	83. Does the Department want all facilities to start-up at the same time or can groups of facilities be phased in at different times over the three-month period?
Answer #138	See Section 2.4 and 3.25
Question #139	84. Please describe any Mandatory Departmental in-service training that is required, including location and duration of training.
Answer #139	See RFP Questions & Answers Documents/In-Service Training
Question #140	85. Please provide a list of Department-approved anti-virus software.
Answer #140	Currently, the Department uses Trend for Workstations and McAfee for Servers. The Vendor can use software that meets these levels or higher.
Question #141	86. Is specific network equipment (firewalls/routers, etc.) required? If so, please provide details.
Answer #141	See sections 3.16.1 Corporate Access to the Departments Network and 3.16.4 Contractor's Network
Question #142	87. Is specific VPN client software required? If so, please provide details.
Answer #142	See sections 3.16.1 Corporate Access to the Departments Network and 3.16.2 LAN to LAN Connections.
Question #143	88. Please clarify where EMR servers and network equipment would be housed. a. Will the Department provide a facility or is the vendor expected to? b. If the Department provides a facility, are existing computer racks available?
Answer #143	Network equipment can be co-located in local site-based wiring closets based upon availability of space. The Department will not provide a facility to house servers or racks nor provide racks as this will be the responsibility of the Vendor.
Question #144	89. Are all facilities configured with network rooms or closets or will the vendor be expected to create an environment for communications?
Answer #144	Yes, all facilities have network rooms or closets.
Question #145	90. Please provide a list of the number of communication lines available at each site for use by the vendor.
Answer #145	The vendor should be implementing a separate network. See section 3.16.4 Contractor's Network.
Question #146	91. Which facilities have backup generators?

Answer #146	ALL
Question #147	92. Which facilities have uninterrupted power supplies?
Answer #147	The Vendor is responsible for providing uninterrupted power supplies for their equipment. See section 3.16.4 Contractor's Network.
Question #148	93. Will the Department provide access to an existing network or will the vendor be required to bring in a contractor to provide network drops? a. If the Department will provide access to an existing network, how many network drops are available at each facility? b. If the Department provides access through an existing network, will the vendor be permitted remote access support to allow for troubleshooting and technical support? c. If the vendor is required to bring in a contractor to provide network drops, does the Department already have authorized contractors who provide this service? If so, please provide contact information. d. If the vendor does not already have authorized contractors who provide this service, please provide the details of how a contractor can become authorized.
Answer #148	The vendor can use the existing network drops but if additional drops are needed it will be the responsibility of the vendor. a) The Department will provide access to its network through a VPN. The number of network drops varies from location to location. The awarded vendor can perform a walk-thru with IT staff to determine available network drops at each facility. b) The vendor will provide their own network and can have remote access thru that network. c) The vendor will be responsible for getting their own contractor to install additional network drops. d) Any contractor must conduct fingerprinting and level two (2) background checks.
Question #149	94. Does the 90 day period prior to compliance monitoring being initiated mean that penalties will not apply during the initial 90 day period per Section 3.34.1, p.78 and as allowed in Section 3.36.11, p.135?
Answer #149	Under Section 3.34.1, Performance Outcomes, Measures and Standards, The Department's Office of Health Services will monitor Contractor's performance in a continuous and ongoing effort to ensure compliance with requirements of the contract *commencing 90 days after the initiation of this contract*. Under Section 3.36.11, Liquidated Damages for Repeated Failures: The Department, *at its exclusive option*, may allow up to a three (3) month "grace period" following implementation of services during which no damages will be imposed for failure to achieve the standards.
Question #150	95. Will the vendor be required to follow the DOC Office of Health Services baseline staffing levels?
Answer #150	Yes.
Question #151	96. Please confirm that all the current medical equipment be made available for vendor use?

Answer #151	Refer to Section 3.27.
Question #152	97. Will the vendor be required to utilize the current DOC Inmate Needs Assessment?
Answer #152	HSB 15.03.25 in Exhibits C The purpose of this health services bulletin (HSB) is to identify inmates who are impaired and to implement guidelines to provide appropriate services for impaired inmates in the custody of the Department of Corrections. References: A. Departmental procedure 401.016 *Transfers for Medical Reasons* B. Departmental procedure 403.011 *Inmate Assistants for Impaired Inmates* C. HSB 15.03.13 *Assignment of Health Classification Grades to Inmates* D. HSB 15.03.25 *Prerelease Planning for Continuity of Health Care* E. *Comprehensive Health Services Plan*
Question #153	98. Currently, LPNs are performing sick call however the RFP requires RNs. Please clarify why the Department is requiring the higher standard.
Answer #153	It is okay for LPNs who are trained to perform sick call; however, the preference, when possible, is to assign an RN.
Question #154	99. Please clarify that the vendor has the authority to hire Critical Need Physicians.
Answer #154	Yes. Area of Critical Need (ACN) is determined by DOH. All correctional institutions are approved to hire ACN physicians. Therefore, US licensed physicians in other states or territories can apply for a ACN license with DOH. One criteria required by DOH before the license is issued is a "Letter of Intent" (job offer) from the hiring authority at a qualifying area
Question #155	100. Please clarify that the vendor has the authority to hire Critical Need Dentists.
Answer #155	The contract vendor may hire dentists appropriately licensed by the Florida Board of Dentistry in accordance with Florida Statute 466 and Rule 64B5.
Question #156	Given the complexity of this project, the significant detail required for the proposal, and the volume of information still to be provided by the Department, we respectfully request that the Department respond to as many questions as quickly as possible and extend the proposal due date by a minimum of two weeks.
Answer #156	See revised Section 4.2, Calendar of Events, on Revised Pages 136 and 137, included with Addendum #3.
Question #157	1. On the Summary Pricing Matrix, the Daily Capitated Per-Offender Fee is calculating as a Per Inmate Per Year. Should this be based on a Per Inmate Per Day as the ADP pricing schedules are?
Answer #157	The pricing matrices should calculate based on the price per-inmate per-day. The population number listed in each pricing matrix reflects the average daily population in the geographical area (region) covered by the RFP.
Question #158	2. Are we to assume the Collective Bargaining Agreements will remain in effect? a. If so, what portion of the rate does the Department pay for health insurance premiums broken down by tier (i.e. employee, employee spouse, employee children, employee family)? b. How much does the Department contribute to employee retirement (% of salaries)?
Answer #158	No, employees will be the responsibility of the contractor. Former employees of the Department will no longer be represented by CBA's with the State of Florida. a. N/A b. Regular retirement – 4.91%; Special risk – 14.10%

Question #159	3. On the provided staffing matrices labeled Staffing Master: a. Does the Relief column refer to backfill for vacation, paid time off, holidays, orientation, training, etc.? b. What do the initials F/C, DC, and SES stand for listed after some of the employee categories? c. Is it allowable to add positions from the legend to the pages containing the FTE counts?
Answer #159	a. Yes. Our typical relief factor is 1.6. b. F/C = Forensic Corrections - The employee(s) in the position(s) allocated to this class must spend a minimum of 75 percent of their time performing duties which involve contact with patient/inmates in a correctional or forensic facility or institution; DC= Department of Corrections - the positions allocated to this class is specific to work in a institution in the Department of Corrections; SES = Select Exempt Services - The Selected Exempt Service is designed to provide the delivery of high quality performance in selected exempt classifications by facilitating the state's ability to attract and retain qualified personnel in these positions, while also providing sufficient management flexibility to ensure that the work force is responsive to agency needs. c. Yes (RFP Questions & Answers Documents\Staffing Data\Nursing Utilization 2011-2012.xlsx)
Question #160	4. EMR is required to store electronic dental images. Do the existing dental x-ray machines have the ability to create and pass these images to the EMR?
Answer #160	No dental clinics have digital radiographs. The majority of current dental x-ray machines should be able to be used to expose digital radiographs depending on what digital imaging system and sensors the contract vendor purchases. See RFP Questions & Answers Documents, FDOC Dental Panorex.
Question #161	5. Do the existing x-ray machines have the ability to transmit images to the EMR?
Answer #161	The statewide on-site mobile radiology vendor (see Contract C2527) has the ability to provide and transmit digital images to an EHR.
Question #162	6. How is EMR data to be provided to the private facilities upon transfer or re-entry into the system?
Answer #162	At a minimum data will be provided to private facilities via the Offender Based Information System (OBIS). Other data exchanges can be provided between the vendor and private facility vendors.
Question #163	7. Will the vendor be allowed to install additional cable and network expansion to accommodate the EMR?
Answer #163	Yes
Question #164	8. If multiple vendors are selected with multiple EMR systems: a. who will be responsible for the cost of integration when inmates move between regions? b. who will set the standards outside those included in HL7? c. who will mediate when there is a dispute between vendors regarding specifications? d. how will costs be allocated among the regions for these costs? e. who will be responsible for interface specifications?

Answer #164	If multiple Vendors are selected, then each can use their own EHR system. The Vendors, at their own cost, will be responsible for integrating their systems to each other. The Department will hold final authority on any issues that arise between the multiple Vendors.
Question #165	9. Will the vendor be expected to acquire any additional software beyond what it will need for its EMR? Specifically, will they need an application such as Interqual to handle the UM requirements?
Answer #165	Yes and yes.
Question #166	10. Please provide current budgeted staffing by site, position, day, and shift.
Answer #166	See Exhibit K
Question #167	11. Please explain the policy and procedures for contractors in other regions to utilize RMC if it is operated by a different contractor.
Answer #167	See HSBs 15.01.04 and 15.09.04, and Procedure 401.005. Also, see Revised Page 25, included with Addendum #3.
Question #168	12. If patients are admitted to RMC, what will be the cost to the Contractor?
Answer #168	See Answer #124
Question #169	13. Please provide additional details on the referral process. Is the inmate transferred to this facility?
Answer #169	Yes, the inmate would be assigned to RMC if admitted for hospital care. In addition, refer to answer 125 for additional details.
Question #170	14. Will the contractor be financially responsible for the medical costs relating to inmates at the work release and work camps or will the inmates themselves pay for these costs?
Answer #170	See Answer #86
Question #171	15. Will the contractors be financially responsible for the phlebotomy personnel within the institutions?
Answer #171	Yes
Question #172	16. Has the Department determined the correctional institutions where the installation of telehealth is a priority? If so, please identify.
Answer #172	No
Question #173	17. Will the vendor be permitted to establish the parameters for phasing in telehealth clinics, such as the number of clinics and institutions during an initial phase, followed by additional sites?
Answer #173	Section 3.15, Telehealth, has been deleted, this will be considered as a value added feature. See Revised Pages 50 and 51, included with Addendum #3.
Question #174	18. Please provide a list of desired medical specialties by correctional institution including an estimate of the monthly number of visits by specialty.
Answer #174	Refer to Exhibit 9d and RFP Questions & Answers Documents\UM Data\Consults 7-1-10 thru 6-30-11.pdf.

Question #175	19. Please provide a detailed definition of requirements for the "telehealth management application." The specifications listed in the RFP describe only the computing/IT platform upon which such a system will operate. a. Please describe the functionality of the telehealth system. b. Include operating specifications for endpoint devices to be stationed at correctional institutions.
Answer #175	See Answer #173.
Question #176	20. The RFP specifies technical requirements that appear to proscribe a PC-based videoconferencing system, i.e. Windows-based software endpoints. Is this the case? a. Have hardware endpoints (videoconferencing appliances/devices) been considered? b. Are they desirable or necessary to meet the Department's goals? Note: Hardware endpoints have superior technical performance and medical peripheral integration capabilities.
Answer #176	The Department is not advocating the use of a particular video conferencing solution and will review the Vendor's proposed method/solution.
Question #177	21. Telehealth operational model: a. Will telehealth sessions be scheduled or on-demand? b. The RFP refers to videoconferencing-based (live) telehealth sessions. However, certain specialties (e.g. dermatology, ophthalmology, some cardiology) are equally clinically effective in a "store-and-forward" (asynchronous) mode, which is much more operationally efficient. Does the DOC preclude the use of asynchronous/store-and-forward telehealth?
Answer #177	a. Both, to be determined by Contractor. b. No
Question #178	22. Regarding telehealth: a. Can the solution be hosted in the cloud or must a local, private server locally be used? If hosted in cloud, then how will updates and patches be approved by DOC? b. Please explain the process for determining HL7 compatibility. c. What is the minimum level of quality for audio and video? d. What is the minimum video resolution? e. What are desired bandwidth requirements? f. Will the Department accept alternatives to an active directory? g. The RFP states "Application capable of running in a 64-bit environment", does this mean 64 bit OS and 64bit web browser? h. Are there specific encryption requirements? i. Please clarify security requirements from provider. For example, will it be permissible for a doctor log on from a remote location? j. What is the desired network connection speed from ISP?

Answer #178	a. The vendor should propose how to provide that service in accordance with all local, state, and federal law and Department procedure that apply, provided the solution does not use the Department's network. b. At a minimum the vendor should provide capabilities as described in section 3.16.6.1 and the capability allows data exchanges to occur with the Offender Based Information System (OBIS). c. 384 KBPS bandwidth minimum d. 1280 x 1024 high resolution e. Hi-Def systems require 1 – 2 Mbps f. The Department cannot answer this question without more information. Proposals should provide the alternatives and the purpose. g. OS h. Encryption requirements must be based on HIPAA and CJIS guidelines. i. Vendor must be able to provide communication that is secure and must meet encryption requirements based on HIPAA and CJIS guidelines. j. For Hi-Def video systems, 1 – 2 Mbps
Question #179	23. Since the contractor is unable to dispute or refuse acceptance of any inmate assignment (Sec 2.2), are any protections in place for parity of medical and mental health grade distributions?
Answer #179	Refer to Population Management; Exhibit K "current staffing plan" and subfolder "Baseline Staffing Notes" which provides staffing ratio guidelines to ensure adequacy of mental health care.
Question #180	24. Terms of health appraisals (Sec 3.3.4) indicate that "the Contractor's physician must test for HIV."
Answer #180	The Contractor's physician would be responsible for writing the order for HIV testing.
Question #181	25. Can the HIV testing be done by any qualified health professional?
Answer #181	Yes
Question #182	26. What are the laboratory tests required, if any, for food handlers (Sec 3.3.4)? a. On average, how many food handlers are tested per month? b. What is the current cost per test?
Answer #182	No requirement
Question #183	27. Regarding off-site transportation to medical appointment sites (section 3.3.19), if the transportation is between DOC facilities within the same region, does the same fee for exceeding a 45 mile roundtrip apply?
Answer #183	See Answer #25

Question #184	28. Are vendors required to use FDOC forms until the EMR is implemented, or are they expected to use their own forms?
Answer #184	Vendors shall use approved Department forms.
Question #185	29. If using their own forms, how will the Department ensure continuity in care plans when inmates are transferred between vendors of different regions?
Answer #185	See Answer #184.
Question #186	30. How does the Department wish the Contractors to provide the following "The Department is considering a mission change at Reception and Medical Center Hospital in Lake Butler; therefore, the Contractor shall submit two options for hospital services: one plan that may include the use of RMC Hospital and other community hospitals for hospital services; and a second plan that includes the use of community hospitals only"? a. How many admissions are associated with each institution for the last 12 months at the RMC? b. How many days are associated with each institution for the last 12 months at RMC?
Answer #186	See Exhibit G (Utilization Management\Data – Historical)
Question #187	31. Will the Department permit anyone other than RNs to perform sick call?
Answer #187	Yes the LPN can perform sick call as long as they practice within their scope of practice.
Question #188	32. Please provide a detailed schedule, by facility, of what equipment will be available for the vendor to use.
Answer #188	See Exhibit L.
Question #189	33. Would the Department consider turning over the existing OHS computers or negotiating with the selected vendor to purchase them?
Answer #189	No to both questions, state law does not permit the Department to sell or transfer equipment to a private company. See Section 3.16 on Revised Page 51, included with Addendum #3, regarding PCs and Printers.
Question #190	34. Please explain the rationale for transferring the responsibility for dialysis to the regions instead of keeping it at RMC.
Answer #190	The Department's goal is allow the awarded contractor to provide health services to inmates within the vendor's business model.
Question #191	35. Page 25, 3.3.13 – Inpatient hospitalization. Please verify if vendors will be able to use the current statute which allows the Department to pay at 110% of Medicare, for hospitals and physicians, when no contract exists.
Answer #191	The Department does not have the authority to give contractors the statutory authority found in 945.6046, Fla. Stat.
Question #192	36. Page 27, 3.3.19 – Offsite Transportation. Please confirm that security will be provided at Kendall secure unit, at no cost to the vendor.
Answer #192	Yes, the Department will continue to provide security to the vendor, at the existing secure hospital units at Kendall and Memorial Jacksonville. Any proposed changes to secure unit space must be approved by the Department.

Question #193	37. Page 60, 3.20 Discharge Planning. Currently, HIV pre-release planners are federally funded grant positions through Central Office and the Department of Health. In other words, this is not currently an expense to Region IV. a. Will this grant stay in effect? b. If the vendor will be responsible for these costs, please confirm that this additional cost will be factored into the base cost to determine 7% savings.
Answer #193	a. The grant is on a year-to-year basis and is subject to funding availability. b. The Department will retain these employees as DOC staff and will cover all associated costs.
Question #194	38. Similarly, the contract monitoring positions are currently Central Office positions. If the vendor will be responsible for these costs, please confirm that this additional cost will be factored into the base cost to determine 7% savings.
Answer #194	Most of the contract monitoring positions are currently Regional Office positions. However, these are pass-through costs and as such will be factored into the base cost to determine 7% savings.
Question #195	39. How will the Department adjust the base cost upon which the 7% savings must be achieved to reflect the additional costs of the many requirements/systems not currently in place? For example, the cost of an EMR system is an additional cost not included in current operations. Same goes for the cost of DOC monitors, HIV pre-release planners, telehealth, and other startup costs not currently in place. Please clarify how the base cost will be adjusted to reflect these significant additional cost increases so the 7% reduction is based on an appropriate and comparable number?
Answer #195	The Department expects that the addition of an EMR system and telehealth will result in operational efficiencies that will reduce costs after the initial investments are made. The DOC monitors are a pass-through cost. The Department has decided to retain the HIV Pre-Release planners, since these positions are subject to annual grant funding.
Question #196	40. Will the Department make available eOHS, a GUI based version of OBIS?
Answer #196	No, not at this time.
Question #197	41. Will the department provide inmate demographic information (Inmate name, birthdates, sex, housing location, etc) in XML or delimiter-separated value format for the creation and updating of the electronic health record?
Answer #197	The Department will provide the data in HL7 format
Question #198	42. Please provide a list, by institution, of specialist services that are being provided onsite (physical therapy, orthopedics, etc.).
Answer #198	(Region 1) Holmes CI – Dermatology (Region 2) RMC - Audio, Brace, Cardiovascular, Dermatology, EEG, Endocrinology, ENT, Gastroenterology, Hematology/Oncology, Infectious Disease, NCV/EMG, Nephrology, Neurology, Ophthalmology, Orthopedic, Pain, Plastic Surgery & Hand, Pulmonary Medicine/Intensivist, Podiatry, Radiation Therapy, Rehab Department, Surgery, Surgery (Vascular), Thoracic, Urology. RMC Dental- Oral Surgery and Endodontics (Region 3) CFRC – Brace, Dermatology, Ophthalmology, Physical Therapy, Podiatry, Rheumatology. Lowell – Gynecology/Obstetrics, mammography (Region 4) SFRC – Brace, Cardiology, Dermatology, Endocrine, ENT, Gastroenterology, General Surgery, Ophthalmology, Oncology, Orthopedics, Orthopedic Spine, Pain Management, Plastic

	Hand Surgery, Podiatry, Urology. Broward – Cardiologist Tech., Dermatology, Dialysis, General Surgery, Gynecology/Obstetrics, Mammography, Physical Therapy, Podiatry Institution on-site specialty services also include Optometry, radiology and ultrasound services.
Question #199	43. Please provide a list, by institution, of the number of events per month for each specialist service.
Answer #199	Refer to Exhibit 9d and RFP Questions & Answers Documents\UM Data\Consults 7-1-10 thru 6-30-11.pdf.
Question #200	44. Periodic Health Screening (Sec 3.11) requires compliance with Departmental Directives and testing in accordance with USPSTF "A" and "B" grade tests, but these are not always consistent. For example, breast self exam and PSA testing are "D" grade tests in the USPSTF, but presently being done in the Department. Please confirm that only the "A" grade and "B" grade tests required in the contract?
Answer #200	Periodic Health Screening requirements are outlined in Procedure/HSB See Exhibit C
Question #201	45. Please provide the last 12 months of data by institution and by community hospital for the following: a. Hospital Days – Admissions and hospital days between medical and mental health ER Events Outpatient Physician Visits Outpatient Surgeries Diagnostics b. Associated costs c. ER Events d. Outpatient Physician Visits e. Outpatient Surgeries f. Diagnostics g. Hepatitis
Answer #201	a. For hospital days refer to exhibit 9e, outpatient physician visits refer to new specialty consult report, outpatient surgeries and diagnostics refer to exhibit 9d. b. See RFP Questions & Answers Documents\Data\Community Hospital Expenditures FY 2010-2011.xls and the institutional management report (Answer #42). *Note that most Region II hospital bills and many of Region I and III hospital bills are paid at RMC.* c. Refer to new ER Reports d. Refer to new consult report e. Refer to exhibit 9e f. Refer to exhibit 9e g. Refer to UM exhibits by diagnosis codes
Question #202	46. Please provide the last 12 months of data by institution for the following: a. Inmates on HIV medications b. Inmates on Psychotropic medications c. Inmates on Hemophiliac medications d. Inmates on Multiple Sclerosis medications e. Inmates on Oncology medications f. Inmates on Dialysis and associated events sent to RMC
Answer #202	a. through e. See RFP Questions & Answers Documents\Pharmacy Data\question 202. Data retrieved from cips software. (may not be inclusive of all patients on tx)

	f. Not available from cips
Question #203	47. Will dialysis services continue to be done at RMC? If not, which facilities are equipped to provide dialysis services?
Answer #203	The continuation of on-site services at RMC will be determined jointly by the Department and the Region II awarded vendor. Presently, dialysis services are on performed at RMC and Broward CI in Region IV, under Contract #C2687 with Orion Medical Enterprises, Inc. d/b/a Physicians Dialysis.
Question #204	48. Please clarify which fiscal year numbers the 7% reduction required upon.
Answer #204	See Section 2.2
Question #205	49. RFP awards 400 points to lowest price, but doesn't say what points are assigned to other bidders other than lowest. Please clarify how points will be awarded for pricing to those other than the highest scorer.
Answer #205	See Section 6.2.6.
Question #206	50. Page 153. Section 8. Many current Department physicians are not board-certified and therefore would not meet the requirements as outlined in the RFP. We respectfully request that the Department amend this requirement to ensure that current staff can be retained.
Answer #206	See revised Sections 5.6.5,8, on Revised Page 154, included with Addendum #3.
Question #207	51. Exhibit A – Institutional Profiles contains a report entitled: Facility Profiles 7-8-2011 R&D RFP (Reg. I-III). Region IV is excluded. Please provide a similar report of facility population in Region IV.
Answer #207	Reg IV Facility Profile.pdf and Med Grades; S Grades: ADP, CSU Pop; TCU Pop as of Sept 30, 2011.pdf in located in Questions & Answers Documents\Data
Question #208	52. Please provide a population report for all facilities that shows the number of inmates by Health Grade include those defined in T.I. Number 15.03.13 (to include at least inmate population by Medical and Mental Health Grade)
Answer #208	See attachment "10-14-2011 Mental Health Breakdown Report"
Question #209	53. The RFP includes Utilization Management as a service to be provided on page 15. Further requirements are described in Scope of Services, Performance, and Technical Proposal requirements. a. Is the Department's review limited to the monthly review described in Section 3.2.23 (page 28)? b. If OHS conducts "timely reviews of alternative actions" and requires OHS agreement, then: i. Will there be retroactive denial of the contractor's approval? ii. How will the timely review be completed? iii. Will the Department continue providing any utilization management oversight by reviewers?
Answer #209	a. The review referred to in Section 3.3.23 is a minimum requirement. b. Yes, we require timely reviews: i. Yes ii. Using nationally accepted criteria and requiring daily and/or bi-weekly reports iii. Yes.
Question #210	54. Please identify by title and number of personnel at each site those individuals who currently provide the re-entry and discharge planning services specified by the RFP to be provided by the Contractor in Section 3.20?

Answer #210	See RFP Questions & Answers Documents\Data\Re-Entry Personnel.xls. Note there are other health services positions that support this program; however, the individuals indicated in the attachment directly support the mental health aftercare/re-entry program.
Question #211	55. Is the contractor required to use PRIDE in any capacity? If so, please provide details.
Answer #211	Yes, see Section 3.4.8 and Section 7.8.4.
Question #212	56. We agree with the goal of aiming to meet each of the performance indicators in the performance of daily functions as a method of demonstrating the delivery of excellent services. However, it takes months and often years, to put in place the right mix of staff, leadership, training, systems, and equipment for a program to fully function with minimum adverse events or failures. The RFP requires compliance with the indicators within 90 days of contract commencement. Even if the facility had perfect operations prior to the transition, full compliance is unlikely to be achieved. The majority of thresholds require 95-100% compliance, indicating a near-perfect or perfect operation. Given the many variables inherent in corrections and the practice of medicine, this will be a rare occurrence. National agencies that measure outcomes of medical practice, such as the Joint Commission on Accreditation of Healthcare Organizations, do not have thresholds this high. The potential exists for conflict between the monitor and provider without more detailed definitions of some indicators or interpretation of the standard. For example, Section 3.34.1.1.11 requires "clinician orders and implements plan of care for abnormal diagnostics" does not define "abnormal." Many laboratory tests have slight abnormalities which do not have clinical relevance and the significance of other abnormalities can be interpreted differently by different providers. Another example is Section 3.34.1.1.13, which requires all inmates who come to sick call for the third time with the same complaint be referred to the clinician, and this must be met 100% of the time. The indicator does not define the length of period between the requests. Therefore, this indicator could be interpreted to mean three requests within one month, or one year, or since the beginning of the incarceration. Many indicators, such as Section 3.34.1.1.34, require timely access to inmates. For example, the indicator requires chest x-rays to be completed within 72 hours of positive tuberculosis skin test, 100% of the time. There are many variables unrelated to the health care program that might cause this task to be missed within the required timeframe, and without significant clinical implications. Another example is Section 3.34.1.2.9 which states that "suicide deaths per thousand inmates per fiscal year must be equal to or less than the Department's rate of suicide...", whereas circumstances can exist in which an impulsive act of suicide occurs with an inmate who had no risk factors or interaction with the health services unit (such as following a devastating phone call or external interaction). The RFP indicates that reasonable time shall be granted to develop, respond, and implement corrective actions to indicators of non-compliance, but this does not negate the liquidation of damages for each indicator of non-compliance that will be imposed immediately. As the RFP is written, the vendor is likely to face substantial financial penalties throughout the life of this contract since a near-perfect program is unlikely to be developed quickly or sustained without slight variability on a daily basis. We respectfully request that the RFP be amended to state that the performance indicators and liquidated damages will be negotiated with the selected vendor as part of contract negotiations.
Answer #212	This is a Request for Proposals, not an Invitation to Negotiate. The RFP procurement instrument does not allow for such negotiation and the department declines to make the requested changes.

WEXFORD HEALTH SOURCES

Question #213	1. Please provide (by year) the amounts and reasons for any paybacks, credits, and/or liquidated damages the DC has assessed against the incumbent mental health vendors (Correctional Medical Services/Corizon and Armor) over the term of the current contract.
Answer #213	Correctional Medical Services was assessed $482,500.00 in liquidated damages in FY 2010 for non-compliance of performance standards. Armor was assessed $4,000 in liquidated damages as of October 1, 2011 for a vacancy over 45 days.
Question #214	2. With regard to Direct Order (DO) # 2272196 for mental health services in Region IV: a. Please define the scope of the services included under this DO. b. How much has the State paid to the vendor under this DO since the January 21, 2011 inception of the agreement? c. Please provide a copy of this DO.
Answer #214	a. See the Scope of Service as indicated in 'c' b. Total amount to date is $4,936,044.06 c. DO #2272196 is located in RFP Questions & Answers Documents, Contracts
Question #215	3. Are any of the DC facilities currently subject to any court orders or legal directives? If "yes," please provide copies of the order/directive.
Answer #215	No.
Question #216	4. By region, how many lawsuits pertaining to inmate health care — frivolous or otherwise — have been filed against the DC in the last three years?
Answer #216	There were APPROXIMATELY 41 healthcare lawsuits against the DOC resulting from healthcare services in FY 2010 and 42 in FY 2011 and approximately 36 in 2009 (including appeals).
Question #217	5. Please confirm that all facilities in all four regions are currently accredited by the American Correctional Association (ACA). If not, please provide a list of those facilities that have not yet achieved accreditation.
Answer #217	See Answer #69
Question #218	6. Please provide the most recent ACA audit date for each accredited facility.
Answer #218	See Answer #69.
Question #219	7. Thank you for the staffing data provided in Exhibit K. Unfortunately, this data is not organized in a manner that will enable bidders to provide accurate pricing and staffing plans in their proposals. Therefore, for each facility in Region I, II, III, and IV, please also provide the following additional information. a. Number of FTEs, BY POSITION, for each facility. b. Current health service staffing schedules by facility, shift, and day of the week. c. A listing of the current health service vacancies, by position
Answer #219	a. & b. See RFP Questions & Answers Documents\Staffing Data\nursing Utilization 2011-2012.xlsx c. See RFP Questions & Answers Documents\Staffing Data\Health Services Vacancy Report.xlsx
Question #220	8. For each facility in Region I, II, III, and IV, please identify the year-to-date number of external agency hours (by position) that have been used to fill vacancies.

Answer #220	See RFP Questions & Answers Documents – Nurse Agency Reports.
Question #221	9. Thank you for the Collective Bargaining Agreements (CBAs) provided in Exhibit V. Please clarify the following. a. Which positions are covered by each CBA b. Which facilities are covered by each CBA c. Complete contact information for a designated contact person at each union d. The number of union grievances that resulted in arbitration cases over the last 12 months
Answer #221	a. See Exhibit V b. The individual is covered, not the facility c. There are three collective bargaining units that cover the medical staff employed at the Department of Corrections. See RFP Questions & Answers Documents\Contracts\Collective Bargaining Units Covering Health Services Class Titles at DOC.pdf d. There have been no collective bargaining grievances filed by medical staff that have been filed at arbitration over the past twelve months (10/31/2010 – 11/1/2011).
Question #222	10. For each facility in Region I, II, III, and IV, please provide current wage/pay/reimbursement/ seniority rates for incumbent health service staff.
Answer #222	See RFP Questions & Answers Documents\Data\Health Services Rate_Benefits By Region Loc_20111101.xls
Question #223	11. Please indicate (a) how recent the data is, e.g., 2010, 2011, etc. and (b) the source of this salary/rate information, e.g., DC records, data from incumbent mental health vendor, etc.
Answer #223	The information on salaries is from current Department personnel and budget records. Of the two vendors in Region IV, CMS is paid on an inmate per diem rate and Armor is paid on a cost plus contract.
Question #224	12. Please confirm that the time health services staff members spend in orientation, in-service training, and continuing education classes will count toward the hours required by the contract.
Answer #224	Yes
Question #225	13. For each facility in Region I, II, III, and IV, please provide the capacity and average daily population of each of the facility's segregation units.
Answer #225	*Security and* Med Grades; S Grades: ADP, CSU Pop; TCU Pop as of Sept 30, 2011.pdf in located in RFP Questions & Answers Documents\Data
Question #226	14. Thank you for the medical equipment inventory provided in Exhibit L. For each facility in Region I, II, III, and IV, will the DC also please provide an inventory of office equipment (e.g., PCs, printers, fax machines, copiers) currently in use and identify which equipment will be available for use by the selected provider?
Answer #226	This equipment will not be available to the selected vendor. See section 3.16, Computer and Information Systems; and 3.16.4, Contractor's Network. For information purposes only, there is a list in the RFP Questions & Answers Documents\Data\OIT Inventory List.pdf, of the inventory count of in-use PCs, laptops and printers at each Institution with associated sub-sites. (Some additional sites might be shown.) It is segmented by Region. See RFP Questions & Answers Documents\Data\RMC Inpatient PC Inventory.pdf
Question #227	15. Thank you for the medical equipment inventory provided in Exhibit L. However we did not see medication carts on the inventories. For each facility in Region I, II, III, and IV, please indicate how many medication carts the DC will make available for use by the selected provider.

Answer #227	Medication carts are included in the inventory lists for a number of institutions (they may be listed as "Med Bin Cart" or "Medical Cart").
Question #228	16. Who will be financially responsible for Internet access for health unit staff?
Answer #228	The vendor is responsible for Internet access and usage. See section 3.16.4 Contractor's Network.
Question #229	17. For each facility in Region I, II, III, and IV, please identify HOW, and BY WHOM, the following services are currently provided. a. Laboratory services b. Optometry services c. Dental services d. Radiology services (film) e. Radiology services (digital) f. Ambulance services g. Dialysis services
Answer #229	a. & b. See RFP Questions & Answers Documents – Contract – Contract Service Information.xlsx c. All routine dental services are provided on-site at major institutions. Except for Jefferson CI all dental care provided on-site is done by Florida Department of Corrections employees. Jefferson CI has an on-site full time Contract Dentist. d. – g. Same as a & b, above.
Question #230	18. Senate Bill 2000 states "*Any intent to award for comprehensive health services is contingent upon a cost savings of at least 7 percent less than the Department's Fiscal Year 2009-2010 healthcare expenditures. In order to achieve these cost savings, the contracts shall be written in a manner that enables the contractors to access the legislatively mandated Medicare plus 10 percent provider rates available to the Department.*" Please explain exactly how the DC intends to write the contract(s) to ensure that the selected Vendor(s) will be able to obtain Medicare +10% rates from hospitals and other providers throughout the State.
Answer #230	The Department does not have the authority to give contractors the statutory authority found in 945.6046, Fla. Stat.
Question #231	19. RFP Section 5.11 refers bidders to RFP Exhibit E for the Department's Fiscal Year 2009-2010 healthcare expenditures. Unfortunately, Exhibit E contains multiple FY09-10 cost reports. These reports include not only institutional health care costs, but also regional administration and Central Office costs. In order to determine the value of the mandatory 7% reduction, bidders need to know exactly which FY9-10 medical costs to use in our calculations. • The "Institutions Only" amount of $404,342,161 in the *Total Expenditures by Location FY 2009-2010 – Summary* file? • The "Grand Total" amount of $425,300,692 in the *Total Expenditures by Location FY 2009-2010 – Summary* file? • Some other number? BY REGION, please clarify which amounts in Exhibit E we should consider as "the Department's Fiscal Year 2009-2010 healthcare expenditures."
Answer #231	See the Total Expenditures by Location FY 2009-2010 Revised - 10-24-2011 Summary (Answer #42). Note that this report has been revised to remove costs from central office that were assigned to institutions.
Question #232	20. Does this amount represent 100% of all expenditures relating to the DC inmate health services program? In other words, are there any other costs associated with health services that are paid by other agencies (such as a Central Management Services or General Services Fund) and that are not included in RFP Exhibit E, e.g., medical malpractice insurance, funding of retirement benefits, workers compensation, life and health insurance, etc?

Answer #232	Total Expenditures by Location FY 2009-2010 Revised - 10-24-2011 Summary (Answer #42). The amounts in Column W, Personnel Assessment and Column Z, Risk Management are paid in another budget entity.
Question #233	21. What are the designated emergency or "911" hospitals for each DC facility?
Answer #233	The Department does not designate emergency or '911' hospitals since this is the responsibility of the responding Emergency Management System (EMS).
Question #234	22. What other hospitals are currently being utilized by each DC facility?
Answer #234	See Exhibit O, Current Health Services Contracting Services. Where the Department does not have a contract with a local hospital, the correctional institution will use the nearest medical facility that can provide the required level of health care for the inmate.
Question #235	23. For each facility in Region I, II, III, and IV, please identify any specialty clinics currently conducted onsite, and indicate how many hours per week each clinic is held.
Answer #235	Refer to Answer 198 - clinic hours vary depending on patients scheduled.
Question #236	24. For each facility in Region I, II, III, and IV, please provide a current Sick Call schedule.
Answer #236	Sick call requirements are outlined in Procedure 403.006.
Question #237	25. Please identify any facilities, in addition to RMC, where the DC currently provides dialysis.
Answer #237	Dialysis is currently being provided at Broward CI.
Question #238	26. For each facility in Region I, II, III, and IV, please provide the following information relating to infirmary care. a. Number of infirmary beds b. Number of other medical beds (if any) c. Average occupancy rate of the infirmary
Answer #238	a. See RFP Questions & Answers Documents\Data\Infirmary Beds b. None c. Information not available
Question #239	27. Thank you for the mental health specialty facility data provided in Exhibit D. For each TCU, CSU, and CMHTF in Region I, II, III, and IV, will the DC also please provide average occupancy rates for the past three years?
Answer #239	See RFP Questions & Answers Documents\Data\EOM Filled vs Vacant Beds.xls
Question #240	28. Does the DC have any special expectations with regard to staffing and programming for special populations, e.g., female offenders, dual-diagnosed offenders, etc?
Answer #240	All service requirements outlined in health services policy, including, but not limited to: HSB 15.03.25 (Impaired Inmate Services); HSB 15.03.39 (Health Care for Pregnant Inmates).
Question #241	29. Please provide the ratio of inmates to Mental Health Professionals for: a. Correctional facilities b. TCUs c. CSUs d. CMHTF

Answer #241	See Exhibit K, "Baseline Staffing Notes"
Question #242	30. Please provide (a) job descriptions and (b) minimum education and licensure requirements for the following positions. a. Human Services Counselors b. Institutional Counselors
Answer #242	a. Human Services Counselors: The incumbent in this position is considered to have regulatory responsibilities and is subject to the provisions of Chapter 60L-36, Florida Administrative Code. The incumbent in this position is expected to become familiar in the department's reentry initiatives; display leadership skills that demonstrate the department's commitment to reentry efforts for offenders while maintaining a professional demeanor. The employee in this position spends a minimum of 75% of his/her time performing duties that involve contact with inmates in a correctional institution. This is work providing professional counseling and pre-release continuity of care planning services in the Mental Health Department. This position is located in either the inpatient unit or outpatient setting. The work involves preparing programs and services for inmates. Duties may include, but will not be limited to the following: Provides individual services and collects social, educational, vocational, criminal, and mental health data. Reviews records, contacts families, and other resources of information pertaining to care in a mental health setting. Conducts professional group and individual counseling for the readjustment or reentry of mentally ill or developmentally disable inmate patient when needed. Participates on a Multi-Disciplinary Services Team and collaborates with other members of the treatment team in executing the treatment plan. Assists eligible mental health inmates with pre-release processing of Supplemental Security Income and Social Security Disability Insurance Applications through the Social Security Administration. Coordinates special visits for in-patients and assists them with contacting outside agencies in order to gain needed services for continuity of care in post-release. Performs other related duties as assigned b. Institutional Counselors: The incumbent in this position is considered to have regulatory responsibilities and is subject to the provisions of Chapter 60L-36, Florida Administrative Code. The incumbent in this position is expected to become familiar in the department's reentry initiatives; display leadership skills that demonstrate the department's commitment to reentry efforts for offenders while maintaining a professional demeanor. The employee in this position spends a minimum of 75% of his/her time performing the duties, which involve contact with inmates in a correctional institution Administer and proctor screening Psychological tests to all inmates going through intake while ensuring the proper testing atmosphere and rapport. Scoring of all screening psychological tests and completion off all data and summary sheets. Acts as a liaison between institutional mental health staff and community mental health staff to ensure appropriate referrals for treatment. Maintaining records of all work done and tests results in a confidential manner and dispersion of test results according to written policy. Implement systems insuring that testing has been attempted with all incoming inmates. Coordinate testing program, in terms of scheduling, with other departments of the intake process. Perform related work as required.
Question #243	31. For each facility in Region I, II, III, and IV, please provide the following information about medication administration.

	a. Who administers medications, e.g., RNs, LPNs, medical assistants? b. How are medications distributed, i.e., pill line or med pass? c. Where does medication distribution take place, i.e., do medication carts go to the housing units or do inmates come to the medical units? d. How often is medication distributed each day? e. How long does it take to perform the average medication distribution process?
Answer #243	a. LPN's, RN's and trained Unit treatment rehabilitation specialist in the Mental Health Unit only. b. A combination of both. c. A combination of both. d. A minimum of twice a day and more often if prescribed e. Approximately 2 hours not including preparation time which can add approximately 2 additional hours.
Question #244	32. Thank you for the pharmacy data provided in Exhibit H. Please also tell us the average number of inmates, BY REGION, receiving pharmaceutical treatment each month for the following conditions. a. Psychiatric disorders b. Hepatitis C c. HIV/AIDS d. Hemophilia
Answer #244	See RFP Questions & Answers Documents\Pharmacy Data\question 244. Prescription dispensing data retrieved from cips software. Does not include all patients receiving pharmaceutical treatment
Question #245	33. For each of the four Regions, and for the RMC by itself, please provide monthly statistical data for each of the following categories. a. Number of inpatient offsite hospital days b. Number of outpatient surgeries c. Number of outpatient referrals d. Number of trips to the emergency department e. Number of ER referrals resulting in hospitalization f. Number of ambulance transports g. Number of dialysis treatments
Answer #245	a. Refer to exhibit 9e b. Refer to exhibit 9d c. Refer to exhibit 9d and new consult report d. Refer to new ER reports e. UM does not track this information f. UM does not track this information g. Region 2 - RMC dialysis treatments per month 950 hemo and 220 peritoneal. Region 4 - Broward CI 36 hemodialysis treatments per month
Question #246	34. Please provide historical health services cost data broken out into at least the following categories. a. Laboratory services b. X-ray services
Answer #246	See the Institutional Management Report located in Exhibit E.
Question #247	35. Please provide three years of historical cost data on what the Department spends with PRIDE on healthcare-related services.
Answer #247	FY 2008-2009 $1,183,181 FY 2009-2010 $1,366,092 FY 2010-2011 $1,398,434 Total $3,947,707

Question #248	36. Has the DC approved any transplant procedures in the past three years? If "yes," please provide details on which Region, the type of transplant, and the cost of the procedure.
Answer #248	Yes, 3 bone marrow transplants. 1 case Region IV - $420,670.48 Jackson Hospital Miami, 2 cases both originated in Region 2 ($270,447.38) procedures were done at Florida Hospital South, 1 case currently admitted no cost data available yet.
Question #249	37. Please confirm that the Contractor will not be financially responsible for any of the following services. a. Neonatal or newborn care after actual delivery b. Sex change surgery (including treatment or related cosmetic procedures) c. Contraceptive care including elective vasectomy (or reversal of such) and tubal ligation (or reversal of such) d. Extraordinary and/or experimental care e. Elective care (care which if not provided would not, in the opinion of the Medical Director, cause the inmate's health to deteriorate or cause definite and/or irreparable harm to the inmate's physical status) f. Autopsies g. Any organ (or other) transplant or related costs, including, but not limited to labs, testing, pharmaceuticals, pre- or post-op follow-up care, or ongoing care related to a transplant, etc. h. Medications for the treatment of bleeding disorders, including, but not limited to Factor VIII and IX
Answer #249	The contractor will be financially responsible for all care deemed necessary for the inmate population. The conditions listed under subsection b and c and f are not typically approved by the Department. Death Determination Investigations/Autopsies would be the responsibility of the Contractor. In addition, the Contractor will be financially responsible for all treatment of bleeding disorders, including factor VIII and IX.
Question #250	38. Is the DC willing to consider alternatives — such as holding a portion of the successful Vendor's payment or establishing a reserve fund — to the performance bond described in the RFP? The expense associated with implementing a performance bond as security is exorbitant, and will add unnecessarily to the contract price.
Answer #250	See Revised Page 179 for RFP 11-DC-8324, and Revised Page 178 for RFPs 11-DC-8325 through 8328, included with Addendum #3.
Question #251	39. Please indicate the order of precedence among the solicitation documents (e.g., the RFP, initial responses to questions, subsequent responses to questions, exhibits and attachments, etc.) so that in case of contradictory information among these materials, bidders know which of the conflicting data sets to use to create their narratives and calculate their prices.
Answer #251	All solicitation documents are to be considered; addenda, attachments, exhibits, responses to questions, all become part of the RFP.
Question #252	40. Please indicate the medical mission of each of the DC facilities, e.g., geriatric care, cardiology patients, oncology, physically disabled, etc.
Answer #252	Med Grades; S Grades: ADP, CSU Pop; TCU Pop as of Sept 30, 2011.pdf in located in Questions & Answers Documents\Data and Exhibits A & D
Question #253	41. Regarding the DC's future plans for facilities: a. Please provide details on any new facilities being considered to open. b. Please provide details on any facilities being considered to close. c. Please provide details on any facilities being considered for expansion, partial closure/reduction, or change in mission.
Answer #253	Other than the closing of Glades CI, Brevard CI, and Hendry CI, there are no planned new facilities expansions or closures of existing facilities, nor changes in missions.
Question #254	42. Section 2.2 of the RFPs states that "the Department reserves the right to require the Contractor to add or delete institutions and satellite facilities…and to adjust the number of inmates served at any contracted site." Please confirm that changes of this nature would constitute a change in the scope of

	the contract, and therefore allow for re-negotiation of the State's payment amounts to the Contractor.
Answer #254	A change under Section 2.2 *does not* constitute a change in the scope of the contract.
Question #255	43. Section 2.2 of the RFPs also states that "the Contractor must have all required services and staffing in place at the start of the contract." Please confirm that this statement refers to the April 1, 2012 implementation start date, and NOT to the January 1, 2012 contract start date.
Answer #255	Yes, it refers to April 1, 2012; see revised Calendar of Events.
Question #256	44. RFP Section 2.6 states that "The cost of the Health Services Contract Monitors will be a deduction from the monthly management payment to the Contractor. The actual cost for such deductions will be based upon the appropriated rate, salary and expense dollars for the function." a. For each Region, please specify how many Health Services Contract Monitors there will be. b. Please provide "the appropriated rate, salary and expense dollars" for these Health Services Contract Monitors.
Answer #256	a. & b. Each regional health services monitoring team will be comprised of clinical and administrative staff. There will be 25 FTE total for all 4 regions, with 6 ½ FTE per region for Regions I and II, and 6 FTE for Regions III & IV (regions I & II will split an additional mental health monitor). Total cost statewide is $2,333,000 in salary and benefits, as follows: Regions I and II - approximately $609,500 per year in salary and benefits; Regions III & IV - approximately $557,000 per year in salary and benefits.
Question #257	45. Are females received through the DC's four reception centers (NWFRC, RMC, CFRC, and SFRC)? If not, where are female inmates taken into the prison system?
Answer #257	The reception centers for female inmates are Lowell CI and Broward CI.
Question #258	46. Please confirm that the term "clinician," as used throughout the RFPs, includes mid-level practitioners (NPs and PAs) as well as physicians.
Answer #258	Yes, this term includes ARNPs, CAs and PAs.
Question #259	47. Thank you for the secure unit data provided in Exhibit D. Will the DC also please provide average occupancy rates for the Jacksonville and Kendall secure units for the past three years?
Answer #259	Memorial – 2011 – 80%, 2010 – 68%, 2009 - 71%. Kendall – 2011 – 37.16%, 2010 – 16.47%, 2009 – 15.1%.
Question #260	48. If the Department proceeds with the mission change for RMC described in RFP Section 3.3.13, what will the facility's new mission be?
Answer #260	The status of RMC, as indicated under Section 3.3.13, would be based on the proposal of the awarded vendor.
Question #261	49. Should bidders include the cost of operating RMC under its new mission in their pricing option for the "second plan that includes the use of community hospitals only"?
Answer #261	Yes.
Question #262	50. Please provide RMC-specific utilization patterns for the past three years, so that bidders can isolate that facility and provide accurate pricing for the two options required in RFP Section 3.3.13.
Answer #262	RMC Hospital Utilization Patterns

2008 - 2009	Number of Admissions	Total Number of Days		2009 - 2010	Number of Admissions	Total Number of Days
8-Jul	165	2,978		10-Jan	129	2,439
8-Aug	182	3,080		10-Feb	146	2,004
8-Sep	173	3,304		10-Mar	201	2,321
8-Oct	206	3,231		10-Apr	173	2,082
8-Nov	163	3,200		10-May	137	2,333
8-Dec	201	3,087		10-Jun	180	2,375
9-Jan	171	2,987		10-Jul	149	2,660
9-Feb	191	2,846		10-Aug	165	2,580
9-Mar	186	3,052		10-Sep	184	2,599
9-Apr	170	3,012		10-Oct	163	2,416
9-May	164	3,146		10-Nov	144	2,382
9-Jun	169	3,083		10-Dec	144	2,453
9-Jul	165	3,294		11-Jan	159	2,561
9-Aug	150	3,095		11-Feb	149	2,377
9-Sep	203	3,018		11-Mar	153	2,452
9-Oct	193	3,097		11-Apr	159	2,386
9-Nov	145	3,000		11-May	134	2,352
9-Dec	129	2,999		11-Jun	117	2,231
				11-Jul	100	2,169
Totals	3,126	55,509			2,886	45,172
Avg / Month	162	2,721		Total for 3 Years	6,012	100,681

Question #263	51. The DC provided a Price Information Sheet that includes fields for ""Comprehensive Healthcare Services" as well as for "Comprehensive Healthcare Services (Not including Pharmacy Services)." Will the Department be providing an updated Price Information Sheet (and the associated updated Pricing Matrices) that also includes fields for "Comprehensive Healthcare Services (Not including RMC)"?
Answer #263	See revised Price Information Sheet, on Revised Page 196 for RFP 11-DC-8324, and Revised Page 195 for RFPs 11-DC-8325 through 8328, and Added Page 196A for RFP 11-DC-8324, and Added Page 195A for RFPs 11-DC-8325 through 8328.
Question #264	52. Please quantify the numbers of (a) first aid kits and (b) Automatic External Defibrillators (AEDs) the contractor will be expected to provide, as required by RFP Section 3.3.21.
Answer #264	The following file RFP Questions & Answers Documents\Data\AED.xls contains the last inventory of AEDs (See Answer #85). First Aid Kits are available in each institution; however, we do not have a current inventory.
Question #265	53. RFP Section 3.5.15 states that the DC funds four (4) APA-approved Doctoral Psychology Internship programs per year. What is the annual cost of funding these four internships?
Answer #265	It is one Internship program with 4 interns, see cost data in Answer #92
Question #266	54. RFP Section 3.7 contains the following unfinished sentence: "Pharmaceutical Services are excluded from…" Please finish this sentence.

Answer #266	See revised Section 3.7, on Revised Page 41, included with Addendum #3.
Question #267	55. Please confirm that a Retail Pharmacy Wholesaler permit satisfies the requirement in RFP Section 3.7.1.1 that the contractor or subcontractor must have an appropriate Wholesale distribution permit.
Answer #267	Yes
Question #268	56. RFP Section 3.7 states that "proposers shall provide two pricing packages, one of which will include the requirements outlined in this section and one that excludes Pharmaceutical Services." Based on this statement, the Contractor will either (a) be financially responsible/at risk for the cost of pharmaceuticals or (b) the DC will continue to provide and pay for pharmaceuticals directly. Therefore, please explain the terminology in RFP Section 3.7.1.5 that requires the Contractor to reimburse the State, at no additional cost, for all prescriptions and medications that can be returned to the pharmacy.
Answer #268	The vendor shall pay shipping costs for returned medications to the Department Pharmacies whether the Department retains pharmacy services or not. The vendor shall not bill the department for processing prescription returns.
Question #269	57. RFP Section 3.15 states that "The goal of the Department is to develop a telehealth management application." Please provide additional detail about the "telehealth management application." a. Who will be responsible for developing the application: the DC or the selected health care contractor? b. What is the current status of the telehealth management application development process, i.e., how far has the Department moved forward? c. Please identify any telehealth management application vendors the DC has already contacted about the project.
Answer #269	The vendor may provide application as a value added service – "Telehealth is to be a web-based, integrated, COTS system." "Telehealth is not currently utilized in any region" of the Department and the Department has not contacted any vendors in regards to this RFP. See Revised Pages 50 and 51, included with Addendum #3.
Question #270	58. An electronic health record (EHR) will provide the same benefits as expected of the telehealth management application, e.g., assist staff in use of resources; improving overall quality of inmate healthcare; enhance consistency of inmate healthcare, etc. Does the Department expect a separate "telehealth management application" over and above the EHR required by the RFP?
Answer #270	Yes.
Question #271	59. Section 3.16.2 of the RFP states that "Authorized LAN to LAN connections must utilize IPSec security with either Triple DES or AES and be provided and managed by a Department-approved VPN service provider." Please provide a list of Department-approved VPN service providers.
Answer #271	The LAN to LAN connection uses Department of Management Services offering and the current VPN service provider is Hayes
Question #272	60. If the State awards separate Regional contracts to multiple, different health care vendors, will the DC select and implement (a) a single statewide electronic health record (EHR) solution across all vendors; or (b) a different EHR in each separately awarded Region, according to the EHR described in each vendor's proposal?
Answer #272	If multiple Vendors are selected, then each can use their own EHR system. The Vendors, at their own cost, will be responsible for integrating their systems to each other.
Question #273	61. Please clarify how the Department envisions managing inter-Region patient transfers and continuity of care, if it would select and implement different EHRs in the different Regions?
Answer #273	See Answer #272

Question #274	62. If the Department's goal is a single statewide EHR, what process will the DC use to select and implement its preferred solution if multiple different health care vendors are awarded the various Regions?
Answer #274	See Answer #272
Question #275	63. The RFP requires the proposed EHR solution to be a "hosted" solution, i.e., the Department will not host or maintain the servers within their data center. Will site-level PCs/users be connected to the Department network (LAN/WAN and internet access) in order to have access to the third party hosting center?
Answer #275	No, the vendor will provide their own network. Users will not directly access the Department network. See section 3.16, Computer and Information Systems.
Question #276	64. Does the Department have a PC hardware standard that must be followed with contractor-provided equipment? If so, please provide the required specifications.
Answer #276	Yes. Base Unit: OptiPlex 380 Minitower Base Standard PSU (224-7554) Processor: Pentium Dual Core E5800/3.2GHz,2M,800FSB, Optiplex 380 (317-6633) Memory: 2GB,Non-ECC,1333MHz DDR3,1x2GB,Dell OptiPlex 780/380 (317-7664) Keyboard: Dell USB Entry Keyboard, No Hot Keys, English, OptiPlex (331-2024) Monitor: Dell Professional 19 Inch Monitor P190S, HAS, USB, OptiPlex, Precision, Latitude, Enterprise (320-1090) Video Card: Integrated Video,GMA 4500,Dell OptiPlex 760,960 and 980 (320-7407) Hard Drive: 250GB SATA 3.0Gb/s and 8MB Data Burst Cache,Dell OptiPlex 780/580 (341-9793)
Question #277	65. Who is financially responsible for the cost of offsite health services provided to DC inmates housed in County jails, as described in RFP Section 3.19.2 County Jail Work Programs?
Answer #277	The awarded Contractor is responsible for these costs.
Question #278	66. Who is financially responsible for the cost of offsite health services provided to federal inmates housed in DC facilities, as described in RFP Section 3.19.3 Federal Inmates?
Answer #278	The awarded Contractor is responsible for these costs.
Question #279	67. Will the FTEs (discharge planners, social workers, mental health professionals, etc.) responsible for operating the HIV Pre-Release Planning and Mental Health Re-Entry (Aftercare) programs described in RFP Section 3.20 Discharge Planning (a) remain State employees, or (b) become vendor employees under the awarded contract?
Answer #279	HIV Pre-Release Planners will a) remain State employees. The positions for Mental Health Re-entry (Aftercare) program specialists will b) become vendor employees.
Question #280	68. If the HIV Pre-Release Planning FTEs become Contractor employees, will the program continue to be 100% funded through federal Ryan White Title B funds?
Answer #280	The Department will retain the HIV Pre-Release Planning program FTEs as state employees, since these positions are funded through federal Ryan White grant dollars.
Question #281	69. Who is financially responsible for the cost of printing/producing forms, as described in RFP Section 3.27.9?
Answer #281	The Contractor.
Question #282	70. So that bidders can evaluate the documents for formatting, data fields, level of detail, preparation time, etc., please provide a current copy of each of the 60 reports required by RFP Section 3.32.

Answer #282	Many of the report formats were included in Exhibit C (See Health Services Forms).
Question #283	71. RFP Section 3.32.11.4 states that "The Contractor shall self-monitor compliance with the performance measures listed in Section 3.34 of this solicitation and provide one quarterly report indicating the compliance rates for each institution." a. Does the DC intend for the Contractor to self-report at each of the 60+ major correctional institutions, on each one of the more than 200 performance measures listed in RFP Section 3.34, on a quarterly basis? b. If yes, please provide a copy of the report the DC currently uses to report on its compliance with these more than 200 performance criteria. c. If these reports do not currently exist, will the DC please allow the Contractor a 3- to 6-month grace period to develop, roll out, train respondents on, and begin providing these reports?
Answer #283	a. Yes b. Many of the report formats were included in Exhibit C (See Health Services Forms). c. No, the transition period allows sufficient time to develop report formats (transition to be completed by June 30, 2012).
Question #284	72. Please confirm that the $1,000 deduction referenced in RFP Section 3.36.2.1 is assessed only once per month for any given vacancy, not once per each shift the position is vacant during the month.
Answer #284	See revised Section 3.36.2, Staffing, on Revised Pages 123 and 124, included with Addendum #3.
Question #285	73. RFP Section 3.36.2.1 states that if a position is not staffed on any day or shift, the Contractor will be penalized. This seems to conflict with RFP Section 3.36.2.3, which states that the Contractor will be penalized only if staffing levels fall more than 10% below the contracted staffing plan. Please clarify this apparent inconsistency.
Answer #285	There is no conflict in the language, as liquidated damages can be applied separately or together depending on the circumstances.
Question #286	74. RFP Section 3.36.2.1 appears to require the Contractor to maintain 100% staffing 100% of the time, in order to avoid being penalized. As shown by the more than 16% vacancy number calculated from the data in the *Total Expenditures by Location FY 2009-2010-Summary* file in RFP Exhibit E and the *Baseline staffing notes 9-7-11* file in RFP Exhibit K, the DC does not currently staff at this level. Normal turnover, delays in clearance, notice requirements, periodic unscheduled absences, and time off are unavoidable. Even if the Contractor would consistently staff all facilities at 95% — which exceeds industry standards, and is more than 11% higher than the DC's current staffing level — the $1,000 per vacancy per shift penalty structure would equate to just under $33 million in annual damages across the four Regions. This is based on the following calculation. 2,532 FTEs X 0.05 (95% fill rate) X $1,000/shift X 5 days/week X 52 weeks/year = $32,916,000 Bidders will have to add dollars into their pricing to cover these inevitable penalties. This will needlessly and artificially inflate the cost of the contract(s). Instead of this penalty system, will the DC please consider a more reasonable model, based on more realistic coverage requirements, where the Contractor reimburses the State for unfilled positions?
Answer #286	The Department will allow the vendor to use locum tenens and other contracted agency staff to staff positions full time for a period not to exceed one week, without penalty. See revised Section 3.36.2, Staffing, on Revised Pages 123 and 124, included with Addendum #3.
Question #287	75. Please provide a list of all of the "applicable state and/or federal licenses related to services provided under the RFP," as referenced in RFP Section 5.2.12.2.
Answer #287	See Exhibit C, in addition, the Department of Health website contains requirements for the State of Florida. http://www.doh.state.fl.us/

Question #288	76. Please clarify the difference between the requirements of RFP Section 5.2.11 and Section 5.2.12, as they appear to ask for identical information.
Answer #288	Confirmed. See Revised Page 146 for RFP 11-DC-8324, and Revised Page 145 for RFPs 11-DC-8325 through 8328.
Question #289	77. RFP Section 5.4 states "The Proposer shall insert the required information under Tab 5 of the proposal." We believe this is a typo, but please confirm that the DC wants Tab 4-Project Staff information under Tab 4, not under Tab 5 as stated in the RFP.
Answer #289	Confirmed. See Revised Page 148 for RFP 11-DC-8324, and Revised Page 147 for RFPs 11-DC-8325 through 8328.
Question #290	78. Since (a) bidders that do not currently do business in Florida maintain no current Florida-based employees; and (b) it would be unethical for a bidder to hire or make offers to new Florida-based employees prior to having an actual contract (and the actual associated positions) confirmed with the State; please clarify the DC's expectations about how bidders are supposed to identify the Administrative Project Manager, Healthcare Services Program Director, Mental Health Program Director, Dental Services Program Director, Pharmacy Program Director, and Director of Nursing to be assigned to the Contract prior to contract award.
Answer #290	The Department cannot offer advice on how a proposal should be prepared other than to stress that a proposer shall provide the requested information in Section 5.4.1 as part of the bid submission.
Question #291	79. Will the State accept proposed Administrative Project Managers, Healthcare Services Program Directors, Mental Health Program Directors, Dental Services Program Directors, Pharmacy Program Directors, and Directors of Nursing in the proposals, with permanent employees to be named after contract execution?
Answer #291	No, the Department is asking for the names and resumes of any proposed members of the vendor's management team, since this affects scoring of the proposal.
Question #292	80. Correctional health care contractors do not typically recruit, hire, or otherwise engage contract staff prior to a definite contract award. Because they intend to assimilate incumbent staff, most non-incumbent proposers do not maintain large pools of unassigned personnel to take over new contracts. It is very likely that the incoming Contractor will retain the vast majority of incumbent personnel. In fact, for the reasons outlined below, it is standard practice for an incoming contractor to retain as many of the incumbent staff as possible, assuming they meet all clinical requirements and remain acceptable to the client. -Arbitrary replacement of qualified incumbent staff serves no purpose. -Retention of qualified incumbent staff eliminates disruption of services. -Retention of qualified incumbent staff promotes retention and morale. -Retention of qualified incumbent staff ensures continuity of care. -Incumbent staff members are knowledgeable of client policies and procedures. -Incumbent staff members already have security clearances. Therefore, will the DC consider modifying the specifications of RFP Section 5.6.5.3 and RFP Section 5.6.7.4 (which currently require lists of names and resumes for health managers, program administrators, and clinical and support staff members) to require only general position descriptions rather than naming specific individuals that bidders could not possibly identify prior to contract award?
Answer #292	Yes; however, the Department reserves the right to approve and/or disapprove individuals as indicated in the RFP.
Question #293	81. RFP Section 5.6 states that "The Proposer shall provide a Technical Proposal/Service Delivery Narrative identifying how the Proposer will meet the Statement of Purpose and Scope of Services Sought, respectively, of this RFP." This implies that under Tab 6: Technical Proposal, bidders should response to RFP Section 2.3 Statement of Purpose and Section 3 Services Sought. However the next paragraph of the RFP tells us to respond to Sections 5.6.1 through 5.6.25 instead. Please clarify these

	apparently conflicting instructions and indicate what RFP sections bidders are to respond to under Tab 6: (a) the "Statement of Purpose" and "Services Sought" sections; (b) sections 5.6.1 through 5.6.25; or (c) all of these.
Answer #293	Section 5.6, requires Proposers to identify, as part of their Technical Proposal/Service Delivery Narrative, how the Proposer will meet the Statement of Purpose and Scope of Services Sought, respectively, as well as any other proposal submission requirements listed under Section 5.6. As indicated in Section 5.6, the Proposer shall insert the Technical Proposal/Service Delivery Narrative under Tab 6 of the Project Proposal.
Question #294	82. RFP Section 5.6 states that each of the five elements of the Work Plan must be tabbed separately. This conflicts with the ten Tabs specifically outlined in the "Proposal Format and Contents" instructions. Does the DC want Work Plan "sub-tabs" within Tab 6: Technical Proposal/Service Delivery Narrative?
Answer #294	See Answer #117.
Question #295	83. Please clarify the difference between the "Work Plan" required in both RFP Section 5.6 and Section 5.6.1; and the "Program Management Plan" required by Section 5.6.5.
Answer #295	The work plan that is required under Section 5.6.1 is limited to a description of how the vendor will provide specialty care, hospital services, transport and utilization management. The program management plan focuses more on staffing issues.
Question #296	84. With regard to the Work Plan required by RFP Section 5.6, please clarify whether bidders are to respond to (a) the five mandatory Work Plan bullets at the end of Section 5.6; (b) the five different bullets under Section 5.6.1, which are also identified as "Work Plan"; or (c) both sets of conflicting bullets.
Answer #296	See Answer #117.
Question #297	85. RFP Section 5.6.2.9 requires bidders to provide "provide an estimate of personnel costs assuming all positions listed on the Proposer's staffing plan are filled for a 12 month period." Does the DC really want this estimated cost under Tab 6 of the Project Proposal? Or should bidders include it in the Price Proposal?
Answer #297	This information should only be included in the Price Proposal.
Question #298	86. RFP Section 5.6.6.3 Identification of Pharmacy Cost requires bidders to provide pharmacy cost percentages. Does the DC really want these percentages in under Tab 6 of the Project Proposal? Or should bidders include them in the Price Proposal?
Answer #298	These percentages should only be included in the Price Proposal.
Question #299 .	87. RFP Section 5.6.5.7 states that the "The Department is seeking medical services under the supervision of a board certified physician licensed by the Florida Board of Medical Examiners in general medicine or internal medicine." However Section 5.4.1.3 does not require the Healthcare Services Program Director to be board certified. Please resolve these two apparently conflicting RFP requirements.
Answer #299	The requirements under Section 5.4.1.3 and 5.6.5.7 are correct as written.
Question #300	88. RFP Section 5.6.6 states that "The Contractor shall be responsible for all pharmacy institutional licenses, non-formulary medications and emergency prescriptions filled at local pharmacies. If pharmaceutical services are awarded to the contractor, the contractor shall also be responsible for all pharmaceutical services including prescription records, inmate prescriptions and stock medications." a. Does this mean the selected Contractor will be responsible for pharmacy institutional licenses, non-formulary medications and emergency prescriptions filled at local pharmacies, even if the awarded contract excludes Pharmaceutical Services? b. The RFP wording is ambiguous. Please clarify if the Contractor will be responsible for (a) "non-

	formulary medications and emergency prescriptions" that are filled at local pharmacies, or (b) "non-formulary medications" as well as "emergency prescriptions filled at local pharmacies." c. Please provide three years of historical cost data on prescriptions filled at local pharmacies.
Answer #300	a. Yes. The pharmacy license will need be in the vendor's name. b. The Contractor is responsible for all "non-formulary medications" as well as "emergency prescriptions filled at local pharmacies." c. three year data not available. FY 10-11 Inmed data: $29,126.72
Question #301	89. RFP Section 5.6.6.3 Identification of Pharmacy Cost requires bidders to provide pharmacy cost *percentages*. Does the DC want these percentages in the Project Proposal or the Price Proposal?
Answer #301	These percentages should only be included in the Price Proposal.
Question #302	90. Please identify the "two Department secure institutions" referenced in RFP Section 5.6.7.2. Is the DC referring to the two community hospital secure units at Memorial Hospital Jacksonville and Kendall?
Answer #302	Correct, the reference is to Memorial Hospital Jacksonville and Kendall Regional Medical Center.
Question #303	91. Please clarify the difference between the "program administrator" referenced in RFP Section 5.6.7.4 and the "Administrative Project Manager" referenced in Section 5.4.1.2.
Answer #303	Administrative project manager duties outlined in Section 5.4.12. are self-explanatory. The program administrator referenced in Section 5.6.7.4.
Question #304	92. Where and how does the DC currently provide chemotherapy services, as referenced in RFP Section 5.6.8.6?
Answer #304	The Department provides chemotherapy services at RMC hospital. Chemotherapy agents are prepared by the RMC pharmacy and by a contracted vendor. Oral medications may be dispensed at the RMC pharmacy and at the regional pharmacies. Institutions may contract services through local agencies (home health agencies) based on immediate inmate needs.
Question #305	93. RFP Section 5.6.9 states that "The proposer shall use the Department's current baseline staffing (outlined in EXHIBIT K) as the basis for developing the initial staffing plan that shall meet the inmates' clinical needs." a. Is the staffing in RFP Exhibit K minimum required staffing? b. Will the DC accept alternate staffing plans in addition to the one based on RFP Exhibit K?
Answer #305	a. Yes b. Yes; however, any variation will not exempt the vendor from submitting the required documents outlined in the RFP. Any variations in staffing will be subject to Department approval
Question #306	94. Please clarify the difference between what the DC is asking for in RFP Section 5.6.10.5 and RFP Section 5.6.17, as these seem to be asking for duplicate descriptions of the proposed Inmate Health Care Grievance program.
Answer #306	Section 5.6.10.5 deals with inmate requests and complaints, whereas Section 5.6.17 deals with inmate grievances.
Question #307	95. Please clarify the difference between what the DC is asking for in RFP Section 5.6.4 Quality Assurance Program and RFP Section 5.6.13.1, as these seem to be asking for duplicate descriptions of the proposed Quality Assurance program.
Answer #307	See Revised Page 159 for RFP 11-DC-8324, and Revised Page 158 for RFPs 11-DC-8325 through 8328.
Question #308	96. RFP Section 5.11 requires bidders to submit pricing that demonstrates "a cost savings of at least seven percent less than the Department's Fiscal Year 2009-2010 healthcare expenditures." Does the DC intend for bidders to demonstrate the required 7% savings even though the Department's Fiscal Year 2009-2010 healthcare expenditure amount (a) is more than one year old, and (b) does not include costs for multiple items that the RFPs require the Contractor to provide, such as:

	a. 100% fill rate, 100% of the time b. Excessive penalties if this staffing level is not met c. Extensive performance penalties, requiring 100% compliance d. Facility expansions, with associated population increases e. Five years of inflation and salary increases f. An Electronic Health Record g. Significant performance bonds
Answer #308	The 7% savings was mandated by proviso requirements outlined in SB 2000.
Question #309	97. If the contracts resulting from these RFPs are subject to the 1% MyFloridaMarketPlace Transaction Fee referenced in RFP Section 7.4.2, it will add approximately $4 million of unnecessary cost to the total contract price for all four Regions. Will the DC please make the contracts exempt, as allowed under §(2) of Rule 60A-1.031(2) of the Florida Administrative Code?
Answer #309	The Transaction Fee Exemption is approved for this contract. Therefore, the 1% transaction fee is waived.
Question #310	98. The *Price Information Sheet* requires bidders to submit a single Per-Inmate-Per-Day price that will remain the same throughout the first five years of the contract. Bidders must therefore build four years of inflationary increases — averaging more than 4% annually in Florida (2006-2010) — into this single Per-Inmate-Per-Day price. Given this fact, how does the DC want bidders to present their Year One pricing that demonstrates the required cost savings of at least seven percent less than the Department's Fiscal Year 2009-2010 healthcare expenditures?
Answer #310	Proposers must meet the requirement of SB 2000, see Exhibit X.
Question #311	99. While the mental health specifications in the RFPs do not specifically require the Contractor to provide substance abuse services, substance abuse programming is referred to in the RFPs. a. Should bidders include substance abuse programming in their proposals? b. If not, who will provide substance abuse programming under the new contract(s)?
Answer #311	a. No b. The Bureau of Substance Abuse
Question #312	100. While the mental health specifications in the RFPs do not specifically require the Contractor to provide sex offender treatment services, sex offender programming is referred to in the RFPs. a. Should bidders include sex offender treatment services in their proposals? b. If not, who will provide sex offender treatment services under the new contract(s)?
Answer #312	a. Yes; in compliance with Exhibit C, Mental Health, HSB 15.05.03 b. N/A
Question #313	101. Which, if any, of the Central Office FTEs and Regional Administrative FTEs outlined in the *Total Expenditures by Location FY 2009-2010-Summary* file in RFP Exhibit E will remain DC employees after contract award, i.e., which Central Office staff or Regional Administrative staff should bidders not include in their proposals?
Answer #313	The vendor should not include Central Office or Regional Staff in their proposal.
Question #314	102. Thank you for the aggregate population information provided in RFP Exhibit A-Institutional Profiles. For each facility in Region I, II, III, and IV, please also provide a population breakdown by medical and mental health classification level.
Answer #314	For mental health classification numbers, see attachment "10-14-2011 Mental Health Breakdown Report"

Question #315	103. With regard to 340b pricing, Page 14 of RFP Exhibit B, Business Case Analysis states that "the Department pays local County Health Departments to provide medical services at designated institutions." Please identify these designated institutions.
Answer #315	See Answer # 73.
Question #316	104. Could the DC please provide a Table of Contents or Cross-Reference Table to help bidders identify the subject matter of the many files contained in RFP Exhibit C-Policies Procedures Rules Bulletins Manuals Forms?
Answer #316	See RFP Questions & Answers\Forms for copies of the Table of Contents for HSB, Procedures and Forms.
Question #317	105. Most of the cells in the *Staffing Master* files in RFP Attachment 11 are locked, preventing bidders from inserting rows for new positions. How should bidders include proposed additional positions that are not already listed in the *Staffing Master*?
Answer #317	The unprotected spreadsheets are provided RFP Questions & Answers Documents\Attachment 11; however, any variation will not exempt the vendor from submitting the required documents outlined in the RFP and any variations in staffing will be subject to Department approval.
Question #318	106. With regard to the *Total Expenditures by Location FY 2009-2010-Summary* file in RFP Exhibit E: a. For each entry in the "FTE" column, please provide the total percentage of hours filled for each of the institutions over the past six months. b. Please specify whether the data the DC provides in response to (a) includes Agency hours or not. c. Please provide a detailed itemization of exactly what components are included in the "Inmate Health Services" column. d. Please explain why the Central Office total includes amounts for General Drugs and Infectious Disease Drugs. e. Please explain why the Central Office total includes negative amounts for Psychotropic Drugs and Adjustment for Drugs. f. Please explain why the Region IV administration total includes a negative amount for Inmate Health Services.
Answer #318	a. FTE is an 80-hour work schedule over a 2-week period. Reference RFP Questions & Answers Documents\Staffing Data\ Health Service Vacancy Report.xlxs b. Does not include agency c. See institutional Management Report d. Stock drugs and 340b drugs are not assigned to individual institutions in the pharmacy records and are recorded as Central Office expenditures. In column R of the worksheet "Total Expenditures by Location FY 2009-2010 Summary", the estimated costs are assigned to the institutions e. The negative amount in the category psychotropic drugs is an adjustment to FLAIR. The negative amount in the adjustment for drugs redistributes the costs for stock drugs and 340b drugs from Central Office to the institutions. f. The department was reestablishing the Region IV Office during this time. This is an internal adjustment to Inmate Health Services.
Question #319	107. Please provide a more detailed definition of the "Allocated Costs" column in the *Total Expenditures by Location FY 2009-2010-Summary* file in RFP Exhibit E, i.e., please provide more detail than included in the existing footnote at the bottom of the file.
Answer #319	Personnel Assessment, Risk Management Insurance, Allocation of Central Office health services charges to institutions.
Question #320	108. Thank you for the Quality Management Reports provided in RFP Exhibit R. Please also provide the DC's current compliance rate with each of the performance measures listed in RFP Section 3.34.
Answer #320	The Department does not currently have an outsourced model of health care, so we do not have baseline assessments for these indictors. In the past, the Department's health care systems and services have been reviewed internally through a quality management process, and externally by

	the Correctional Medical Authority (CMA). All CMA findings were addressed through corrective action plans (CAPs). The CMA CAPs were not closed until 100% compliance was achieved and approved by CMA. The Correctional Medical Authority was disbanded in July 2011 and no longer exists. The performance measures include in this RFP are based on applicable statutes, rule, polices, health services bulletins and care manuals and were reviewed by representatives from DOC, the Department of Health, the Agency for Health Care Administration and the Department of Management Services.
Question #321	109. Please provide Department of Corrections Rule Chapter 33-103 on formal grievances, as referenced in Health Services Bulletin No. 15.02.01.
Answer #321	Rule Chapter 33-103 (Inmate Grievances) can be find at this website: https://www.flrules.org/gateway/ChapterHome.asp?Chapter=33-103
Question #322	1. Please provide the sign-in sheet from each of the September 26-October 5 site tours.
Answer #322	See RFP Questions & Answers Documents – Sign-In Site Visit Sheets
Question #323	2. For each community hospital contract the DC currently has in place, please clarify what will happen once the DC privatizes inmate health care. Will the contract (a) transfer to the selected Contractor and continue; or (b) become null and void?
Answer #323	The disposition of current contracts will be determined upon award of the contract. However, as part of the transition process, the Department will facilitate introductions between current contractors and the selected vendor(s).
Question #324	3. Please identify the non-contracted community hospitals to which the DC pays more than 110% of Medicare rates, as a result of the hospital reporting a negative operating margin (as per 2009 SB 1722).
Answer #324	See RFP Questions & Answers Documents – 2010 Detailed Tables.xlsx
Question #325	4. For each of these community hospitals, please provide the rate the DC is currently paying.
Answer #325	The Department pays non-contracted hospitals at either 110% or 125% depending on the reported operating margin indicated in the Agency for Healthcare Administration's annual report. Contracted hospital compensation can be found in Exhibit O
Question #326	5. Thank you for the staffing data provided in Exhibit K. Unfortunately, this data is not organized in a manner that will enable bidders to provide accurate pricing and staffing plans in their proposals. Therefore, for each facility in Region I, II, III, and IV, please also provide the following number of hours worked, BY POSITION, for each facility.
Answer #326	The unprotected spreadsheets are provided RFP Questions & Answers Documents\Attachment 11; however, any variation will not exempt the vendor from submitting the required documents outlined in the RFP and any variations in staffing will be subject to Department approval.
Question #327	Please provide the following data for each facility in Regions I, II, III, and IV: • Frequency of bio-hazardous waste pickups • Number of containers per pickup
Answer #327	See Contract Service Information.xlsx for the scheduled pick-up per institution. Payments are based on $1,300 per institution per month, regardless of the containers and/or weight.
GEO Care	
Question #328	1. Section 3.34.1.2.15, page 106 The RFP provides an outcome measure and standard for sex offender screening and Section 3.36.4.15

	(page 131) requires liquidated damages for noncompliance in this area. By contrast, sex offender screening and treatment is not mentioned in 3.5 Mental Health/Behavioral Health, page 35 or elsewhere in the scope of service. Please provide clarification regarding whether sex offender screening and/or treatment are within the scope of service of this RFP?
Answer #328	Yes it is; see Exhibit C HSB 15.05.03
Question #329	2. Section 3.5.15, page 40 The RFP requires the funding and incorporation of the Psychology Doctoral Internship training director and interns in the mental health service delivery system to satisfy the internship requirements. The current Psychology Doctoral Internship Program's primary rotation is at Zephyrhills Correctional Institution in Region III and the other rotations are also at facilities outside of Region IV. Are interns currently located at facilities within Region IV? If so, how many? If not, is an expansion of the Internship Program to Region IV facilities required for this RFP? Also, please provide a breakdown of the costs associated with the current training director and interns.
Answer #329	There are no FDOC doctoral psychology interns located in Region IV. Expansion into Region IV is not a requirement.
Question #330	3. Section 3.5, page 35 The RFP requires review of current staffing patterns but Exhibit K does not appear to include the full mental health staffing in Region IV. Please provide the staffing for all mental health staff in the institutions included in this RFP.
Answer #330	See additional staff included in the Armor purchase order under Matrix – Armor Staffing 9.16.11. Mental health staffing is in all institution except South Bay CF and Moore Haven CF, which are private facilities, are available in Exhibit K.
Question #331	4. Section 3.5.4, page 37 The RFP indicates that a minimum of 12 hours of treatment is required at the CSU and TCU but policy 15.05.05 indicates that 17 hours of programming should be available in the TCU. Please provide the minimum hours of treatment required in the TCU.
Answer #331	12 hours (changed by memo in 2003)
Question #332	5. Section 3.36.2.1 Positions Not Staffed per Staffing Plan, page 123 Please confirm that our understanding of Section 3.36.2.1, Positions Not Staffed Per Staffing Plan, is accurate? Example: • South Florida Region IV Healthcare Staffing = 600 FTEs • Typical acceptable healthcare vacancy at ACA Accredited institutions = 3% to 5% • Vacancies that 3-5% represents (in FTE's) = 18 to 30 FTE's • Liquidated Damages/ shift = $1,000 Would the annual Liquidated Damages in this estimate amount to $4.6 million to $7.8 million ($1,000 * (18 to 30FTE's) * 5 shifts per week * 52 weeks)?
Answer #332	Yes, this is correct. However, the Department will allow the vendor to use locum tenens and other contracted agency staff to staff positions full time for a period not to exceed one week, without penalty. See revised Section 3.36.2, Staffing, on Revised Pages 123 and 124, included with Addendum #3.

Question #333	6. In order to maintain consistency would the Department consider offering a staff vacancy plan for this RFP similar to the staff vacancy plan covered in RFP 11-DC- 8296, Operation and Management of South Florida Correctional Institutions & Satellite facilities, Section 4.4.1.3, page 69 to 71?
Answer #333	No. The Department has added the flexibility outlined in Answer #332 above to address the concerns cited by several vendors.
Question #334	7. Section 3.36.2.1 Positions Not Staffed per Staffing Plan, page 123 What is the current vacancy rate in Healthcare, broken down by position, for the facilities covered by this RFP?
Answer #334	See RFP Questions & Answers Documents\Staffing Data\ Health Service Vacancy Report.xlxs
Question #335	8. Section 5.11 Price Proposal, page 160 Provide a detailed breakdown of the following for the healthcare services covered by the RFP for Region IV: How much the Department spent in FY2009-2010 How much the Department spent in FY2010-2011 Is the FY2009-2010 amount above for healthcare expenditures, the amount used to measure the threshold referred to in the Proviso language in Exhibit X?
Answer #335	See Institutional Management Report: Report FY 09-10, 6-7-6a Institutional Management Report FY 10-11.
Question #336	9. 3.3.19 Off-Site Transportation, page 26 Is the $250 per trip contractor payment assessed for trips to the Secure Hospital Units when those units are over 45 miles from the Correctional Institution?
Answer #336	Inmate transfers/movements/referrals between institutions for security and/or health related needs are not applicable to this issue. In addition, the Department has determined that transfer mileage will be changed to 50 miles round trip before any charges are assessed. See revised Section 3.3.19, Off-Site Transportation, on Revised Page 26, included with Addendum #3.
Question #337	10. Please provide the current 24/7 staffing pattern, including contractors and the relief factor, in place at each institution in Region IV by shift and job title, for each day of the week, for services requested in the RFP.
Answer #337	Each institution is responsible for its staffing pattern management. Exhibit K reflects a list of all positions sorted by central office and regions to include each institution. The working titles and position numbers beginning with nine denote OPS positions. Administrative shifts are Monday – Friday. Nursing coverage is 24/7. Shift assignment for all nursing positions is provided in Exhibit K. CMS staffing plan is in Exhibit K (Reg IV Comprehensive MH Staffing 9-7-11.pdf. Armor's staffing plan is located in RFP Questions & Answers Documents\Contracts
Question #338	11. Section 2.6, Pricing Methodology, page 14 What is the estimated cost to Contractors for "The cost of the Health Services Contract Monitors…," the number of Health Services Contract Monitors that will be needed, and what are comparable monitors being paid today. Also, are there monitors in place today for existing contracts? If so, how many monitors are in place?
Answer #338	Each regional health services monitoring team will be comprised of clinical and administrative staff. There will be 25 FTE total for all 4 regions, with 6 ½ FTE per region for Regions I and II, and 6 FTE for Regions III & IV (regions I & II will split an additional mental health monitor). Total cost statewide is $2,333,000 in salary and benefits, as follows: Regions I and II – approximately $609,500 per year in salary and benefits; Regions III & IV – approximately $557,000 per year in

	salary and benefits.
Question #339	12. Section 3.1, General Description of Services, page 18 Are the vendor contracts/agreements provided with the RFP inclusive of all contracts available?
Answer #339	The documents provided are the current contracts/agreement currently in use by the Department; however, the Department does receive healthcare related services from non-contracted vendors which are reimbursed according to the 2009 SB 1722.
Question #340	13. Section 3.19.3, Federal Inmates page, 60 Is the Contractor responsible for transporting inmates to and from Federal prisons? If so, how many have been transported over the past 12 months, on how many days did the transports occur and specify the number of transports that occurred on nights and weekends?
Answer #340	Not applicable; security is responsible for transportation.
Question #341	14. Section 3.27.7, page 67 Please provide the Department's current unit cost for the top 15 medications on which it spends the most. Approximately how many months supply does the Department have in inventory currently?
Answer #341	Prescription dispensing data retrieved from cips software. The RMC and regional pharmacies have a combined total of less than two weeks inventory on hand.
Question #342	15. Section 3.32.3.2, page, 72 to Section 3.32.11.5, page 77 Please provide example of all reports referenced on pages 72 to 77, for the past 12 months, including the specific written criteria and formulas.
Answer #342	Many of the report formats were included in Exhibit C (See Health Services Forms).
Question #343	16. Section 3.34.1.2.9, Suicide and Self Injury Prevention, page 100 Please provide the Department's average rate of suicides per thousand inmates for the period from July 1, 2008 to June 30, 2011.
Answer #343	The rate of suicides for this period has been 6.6 per 100,000 inmates (the accepted standard unit of measurement for suicides is number per 100,000 population).
Question #344	17. Section 3.36, Liquidated Damages, pages 123 – 135 Please provide the performance over the past 12 months in relation to compliance with each area involving liquidated damages on pages 123 – 135.
Answer #344	The Department does not currently have an outsourced model of health care, so we do not have baseline assessments for these indictors. In the past, the Department's health care systems and services have been reviewed internally through a quality management process, and externally by the Correctional Medical Authority (CMA). All CMA findings were addressed through corrective action plans (CAPs). The CMA CAPs were not closed until 100% compliance was achieved and approved by CMA. The Correctional Medical Authority was disbanded in July 2011 and no longer exists. The performance measures include in this RFP are based on applicable statutes, rule, polices, health services bulletins and care manuals and were reviewed by representatives from DOC, the Department of Health, the Agency for Health Care Administration and the Department of Management Services.
Question #345	18. Attachment 7, page 187, Business Corporate Qualifications 1 (i)

	If a Contractor is not using subcontractors or other parties, please describe how those 15 points can be earned.
Answer #345	100% point value
Question #346	19. Price Information Sheet, page 195 Will the average daily population on Attachment 11 be amended to reflect the closing of the Glades and Hendry facilities? Additionally, is Hillsborough now in Region IV? The 'Facility Profiles 7-8-11 R&D RFP (Reg. I-III)' exhibit indicates that it is in Region III.
Answer #346	a. Yes. b. Hillsborough CI is in Region III.
Question #347	20. Section 3.34.1, page 78, Performance Outcomes, Measures, and Standards to Section 3.34.1.5.12, Information Technology, page 119/120 Please provide the "Achievement of Outcome" percentage over the past 12 months related to the measures on pages 78 – 120.
Answer #347	The Department does not currently have an outsourced model of health care, so we do not have baseline assessments for these indictors. In the past, the Department's health care systems and services have been reviewed internally through a quality management process, and externally by the Correctional Medical Authority (CMA). All CMA findings were addressed through corrective action plans (CAPs). The CMA CAPs were not closed until 100% compliance was achieved and approved by CMA. The Correctional Medical Authority was disbanded in July 2011 and no longer exists. The performance measures include in this RFP are based on applicable statutes, rule, polices, health services bulletins and care manuals and were reviewed by representatives from DOC, the Department of Health, the Agency for Health Care Administration and the Department of Management Services.
Question #348	21. The RFP states (in several places) that we (the contractor) will supply all I.T. hardware and software: a. Will the contractor have the option of continuing the use of the existing phone systems, handsets and their associated voice lines? b. Will the contractor be able to use any current data circuits at the facility for data and/or Internet connectivity?
Answer #348	a. & b. The vendor can use the existing telephone system. The vendor can use existing network drops but must install their own data network.
Question #349	22. Section 2.2, Overview of Services Sought, page 10 Are there any outstanding court orders or consent decrees at any of the Region IV facilities?
Answer #349	No.
Question #350	23. Section 3.15, Telehealth, page 50 Please confirm that all telehealth services will be paid for by the vendor. Does this include hardware, software, installation and training as well as telehealth services provided by clinicians?
Answer #350	All telehealth costs are a value added service; if proposed, will be the responsibility of the awarded vendor.
Question #351	24. Section 3.5, Mental Health/Behavioral Health, page 35

	Please specify which sections of 3.5 refer to telemedicine using audiovisual techniques to provide direct clinical services and which sections apply to the utilization of an electronic health record?
Answer #351	All sections of 3.5 involve the use of an electronic health record. The vendor is free to propose which services they would like to provide through the use of telemedicine, which will be considered as a value added feature.
Question #352	25. Section 5.6.1, Contractor's Proposed Work Plan, page 151 a. Will we be allowed to hospitalize mentally ill inmates outside of DC facilities? b. Will the vendor be allowed to utilize the CMHTF at Lake CI for male inmates? If so, what are the expected rates of reimbursement to CMHTF?
Answer #352	a. Not for inmates requiring involuntary placement and treatment. b. Yes, in accordance with procedure 404.003.
Question #353	26. Section 5.6.7, Access to Care, page 155 The RFP states in (2) "Provide a proposed table of organization governing on-site operations at the two Department Secure Institutions…." Please describe the "two Department Secure Institutions" referred to in this statement.
Answer #353	The two secure hospital units are located at Memorial Hospital Jacksonville (Jacksonville, FL) and Kendall Regional Medical Center (Miami, FL).
Question #354	27. Section 5.2.9, page 145 The proposal states that "The proposer shall provide for both the Contractor and Contractor's personnel, copies of any and all documents regarding complaints filed, investigations made, warning letters or inspection reports issued, or any disciplinary action imposed by Federal or State oversight agencies within the past five (5) years." Is this in reference to "oversight agencies" as it relates to the services described in this RFP, i.e. Department of Justice (DOJ) and/or Correctional Medical Authority (CMA)?
Answer #354	Yes, or any services relied on by a proposer to support its business and corporate experience, but not limited to those two agencies.
Question #355	28. Section 3.8, Quality Management/Quality Assurance, page 46 What is the expectation/requirement for participation in the Department's quality assurance activities at the central office level in terms of staff (i.e., a representative from each institution vs. one GEO representative)?
Answer #355	One representative from each major discipline.
Question #356	29. Section 3.3.1, page 20 The RFP states that "…Orders and medications issued at one institution are considered valid at all institutions….." If a physician's orders are considered valid at all institutions, will it be necessary for that physician to be privileged at all institutions?
Answer #356	Prescriptions that are written by the regional contractor staff providers are valid during the period specified for any institution within the contractor's area of responsibility. Prescriptions will be considered valid outside the contractor's area of responsibility unless they are discontinued by a clinician at the gaining institution.

Question #357	30. Section 3.3.8, EKG Services, page 24 Is it acceptable for "the required evaluation of all EKGs by a physician" to be performed via telemedicine?
Answer #357	Yes
Question #358	31. Section 3.3.12, Radiotherapy Services, page 24 Are the required "daily hospitalization reports" expected 7 days per week or on weekdays only?
Answer #358	Reports are required only on business and/or normal week days.
Question #359	32. Section 3.3.14, Specialty Care, page 25 What percentage of specialty services to inmates is currently performed on site?
Answer #359	UM does not track this data.
Question #360	33. Section 3.3.21, First Aid Kits, Automatic External Defibrillators (AEDs), and Protective Devices, page 28 The RFP states that "The Contractor will supply all personnel who come in contact with inmates with personal protective equipment." Does this requirement include correctional officers or is it limited to health care personnel only?
Answer #360	The vendor would supply personal protective equipment necessary for security staff to perform their duty responsibilities within the health services section, including specialized units where health service and security personnel jointly come in contact and directly oversee inmates.
Question #361	34. Please provide the number of health services staff the Department anticipates will be interested in transferring to the Contractor?
Answer #361	90 to 95 percent of interested staff is anticipated to transfer to the contractor.
Question #362	35. Is the Contractor expected to provide a nutritionist?
Answer #362	Correct, if the delivery of healthcare services requires a nutritionist.
Question #363	36. Section 5.4, Tab 4 – Project Staff, page 147 The RFP states that "……The Proposer shall insert the required information under Tab 5 of the proposal." Is this correct or should this information be provided under Tab 4 instead of Tab 5?
Answer #363	Under Tab 4. See Revised 147 for RFP 11-DC- 8328.
Question #364	37. Section 5.6.7, Access to Care, page 156 (4) The RFP states "Include a list of names of the program administrator and clinical support staff members. The Proposer will provide a description of the role of each staff member in the project, and a resume for each staff member that demonstrates the appropriate training, education, background, and/or experience with projects of comparable size and scope. The Proposer must also specify the job duties and discuss the qualifications of the proposed staff relative to such position requirements needed to perform the required health services."

	Is the response for this requirement related to the Key Management positions described in Section 5.4, page 147 and 148? Additionally, how should a Vendor proceed if it is anticipated that some of these positions will be filled by existing state employees, whose employment cannot be confirmed until after vendor selection?
Answer #364	Yes. The vendor will be allowed to submit documents without names of staff, except those specifically required in the RFP. However, the Department reserves the right to approve and/or disapprove individuals as indicated in the RFP.
Question #365	38. Section 5.6.7, Access to Care, page 156 (4) The RFP states "….Employees or former employees of the Department may not be used and will not be accepted as references…" Please clarify if this refers to references only. Will vendors be able to propose former Department employees to fill key management positions?
Answer #365	The requested clarification is not contained in Section 5.6.7; however, Section 5.4.2, Project Staff References, clearly states that references by Department employees and/or former employees are not acceptable as individual references for project staff. This does not preclude the contractor from employing individuals in key management positions, unless as excluded in Section 7.10, Employment of Department Personnel.
Question #366	39. Section 5, Proposal Submission Requirements, page 143 The RFP states under *Project Proposal Format and Contents* that "…Additional tabs beyond those designated in this section will not be evaluated." Will the Department accept an additional tab for exhibits and/or attachments to the proposal?
Answer #366	Yes
Question #367	40. Section 5.2.11, page 145 The RFP states "A current copy of all required state and federal licenses, permits and registrations, including, but not limited to the face-sheet of the Contractor's current insurance policy coverage." Please clarify, by providing a comprehensive list, what "all required state and federal licenses, permits and registrations" should include.
Answer #367	See Answer #287
Question #368	41. Section 3.19.2, County Jail Work Programs, page 60 The RFP states that "…The Department houses inmates in some county jails where they participate in work programs at the county jail. The Department has the option of returning the inmates to a correctional institution. Currently, the Department has contracts with 3 county jails, which include the provision of health care to 75 inmates in Lafayette County (10), Washington County (25) and Franklin County (40). Please confirm that the County Jail Work Programs described above should be provided as part of the required services under the Region IV RFP.
Answer #368	The County Jail Work Programs are required under the contracts noted in Section 3.19.2.
Question #369	42. Section 2.2, Overview of Services Sought, page 12 The RFP states that "…The Proposer shall employ health care professionals whose licenses or certifications are clear, active and unrestricted…."

	May the Contractor use (acute care need) licensed physicians?
Answer #369	Yes.
Question #370	43. The Central Medical Authority currently audits state facilities and private prisons. Please provide information regarding facilities that are on a corrective action plan?
Answer #370	Correctional Medical Authority no longer exists.
Question #371	44. Does the Department intend to transfer any staff disciplinary issues currently under investigation to the Contractor?
Answer #371	No.
Question #372	45. Provide a list of all pending lawsuits in relation to Healthcare Services for Region IV.
Answer #372	2009 – 4 lawsuits; 2010 – 7 lawsuits; and 2011 – 9 lawsuits.
Question #373	46. Will the Contractor inherit any medical supplies used to provide medical care (i.e. needles) that are in inventory at the time of the transition?
Answer #373	See Section 3.27, Administrative Requirements, Space, Equipment & Commodities
Question #374	47. Section 3.31.3, OBIS Cost Reimbursements, page 71 The RFP states that "….The Contractor shall utilize the Offender Based Information System (OBIS) and shall bear the costs for utilizing this system. Costs are based on transaction usage and/or Central Processing Unit (CPU) utilization." Please clarify how the costs for utilizing this system will be calculated, e.g. per transaction? Please provide the monthly cost or any other available information on the cost of utilizing OBIS in Region IV for the past fiscal year.
Answer #374	The Contractor shall have an account number associated with their company and each contracted staff person working for the Contractor shall have that account number tied to them while using OBIS. All CPU utilization under that account number will be tracked in OBIS, summed at the end of every month, and calculated as a percentage of all the CPU utilized for that month in OBIS. This percentage will then be applied to the OBIS service bill cost we receive from the State's Shared Resource Center. This cost will then be deducted in the monthly payment made to the Contractor by the Department. The Department does not have an estimate for the cost.
Question #375	48. Please provide a detailed list of all medical services currently provided at each Region IV facility broken down by discipline.
Answer #375	See Exhibit A
Question #376	49. Section 5.6.4, Quality Assurance Program, page 153 The RFP states that "….Contractor and Department staff will run the Quality Assurance Program jointly. The proposer should describe the process that will be followed to achieve consensus regarding appropriate criteria screens…" Please define "criteria screens."

Answer #376	Criteria screens refer to indicators which are outside the standard and/or rule on which judgment/decision/performance is based or determined.
Question #377	50. Please provide the number of Florida Department of Corrections Region IV inmates at the Kendall Regional Facility as of today and the daily census each month over the past 6 months?
Answer #377	See Answer #259
MHM Services	
Question #378	1. Please provide a copy of the latest staffing matrix/mapper for all regions, all positions filled with OPS, and all positions filled with agency hours.
Answer #378	See 337…Exhibit K reflects a list of all positions sorted by central office and regions to include each institution. The working titles and position numbers beginning with nine denote OPS positions. Also, see RFP Questions & Answers Documents\Nurse Agency Reports
Question #379	2. For each medical provider (facility and professional), please provide as much of the following that possible: a. Their provider ID b. Name c. Specialty code (ancillary, hospital, physician, etc) d. Description of specialty e. County where provider resides f. Zip code where provider resides
Answer #379	For contractual medical providers, the requested information is listed in each contract under Section II Scope of Service and Section IV Contract Management, Section C Contractor's Representative.
Question #380	3. What is the Department's policy on pre and post employment drug testing for vendor staff?
Answer #380	Procedure 208.058 Pre Employment/Employment Drug and Medical Exam Testing Program effective October 9, 2011 pursuant to Florida Statues, Florida Administrative Code and the Governor's Executive order 11-58. Procedure 208.045 Random Drug Testing program for Department Staff
Question #381	4. Is the staffing of Secure Institutions Department of Corrections employees or hospital employees?
Answer #381	Department of Corrections employees provide security at the secure units only. All direct healthcare providers are hospital employees.
Question #382	5. Please clarify the "two Department secure institutions" in section 5.6.7.2 that vendors should provide an organization table for.
Answer #382	The two secure hospital units are located at Memorial Hospital Jacksonville (Jacksonville, FL) and Kendall Regional Medical Center (Miami, FL).
Question #383	6. The Department has provided data on staffing levels (#FTEs by level [MD, NP...]) plus the current contracted rates for those positions. Please provide the total staffing costs for on-site care, preferably shown by correctional institution and staffing level.
Answer #383	See Exhibit E
Question #384	7. What credentialing standards are expected for off-site providers?

Answer #384	The vendor is expected to follow current/established policy as stated in HSB 15.09.05.
Question #385	8. How long does it take to the get the employee clearances to work for FL?
Answer #385	The awarded vendor should plan on FCIC/NCIC background/criminal records checks taking 3-5 business days to complete. However, for employees requiring credentialing & privileging, in addition to the FCIC/NCIC required before hire, We allow 180 days for the completion of the credential & privileging process. Continued employment contingent upon completion and approval of credentialing and privileging.
Question #386	9. Are any employees hired from FL DC considered pre-cleared and therefore ready to work on Day 1?
Answer #386	The Department reserves the right to conduct FCIC/NCIC background/criminal records checks on any individual, presently employed or not.
Question #387	10. Are there any fees assessed against the contractor or subcontractors for the background checks/clearance?
Answer #387	See Answer #40
Question #388	11. Please identify the number of hours per shift (i.e. 8, 10, 12) and the corresponding number of FTE's for nursing staff at each facility.
Answer #388	See RFP Questions & Answers Documents\Staffing Data\Nursing Utilization 2011-2012.xlsx
Question #389	12. In section 5.4.1.6 for the Pharmacy Program Director position, can the Consultant pharmacist doing inspections serve in this role as well?
Answer #389	Yes, as long as it is the same person per vendor.
Question #390	13. The RFP states the CEO shall have a minimum of 1 years' experience as CEO. In the case of joint ventures, merged companies, new partnerships, etc., we're assuming, since the RFP allows for and encourages such partnerships, that the experience of the CEO(s) from one or more of the partner companies will count towards meeting this requirement. Similarly, we assume the CEO requirement means serving in the position of CEO in general for at least one year, not necessarily as CEO of the bidding entity for one year, since the bidding entity may be a joint venture, new partnership, etc. Please affirm our assumptions.
Answer #390	Yes, this is correct.
Question #391	14. Please provide the current annual salaries by position by region for all health services staff.
Answer #391	See RFP Questions & Answers Documents\Data\Health Services Rate_Benefits By Region Loc_20111101.xls
Question #392	15. Please provide the current staffing matrix for mental health services for Region IV.
Answer #392	See additional staff included in the Armor purchase order under Matrix – Armor Staffing 9.16.11 and Exhibit K
Question #393	16. Is regional and central office Department of Corrections personnel included in the total price that we have to have a 7% reduction of?
Answer #393	No.

Question #394	17. Does the Department approve transplants for the inmate population?
Answer #394	Yes, under certain conditions.
Question #395	18. Please provide the number of transplants by type that have been done over the last 10 years.
Answer #395	See Answer #248
Question #396	19. Please provide a list of the number of inmates that are waiting for a transplant by the type of Transplant they are waiting for.
Answer #396	Currently we have one inmate awaiting an evaluation for a liver transplant and one inmate that presently undergoing a bone marrow transplant.
Question #397	20. Will the Department allow the exclusion of transplants from the Florida DC Comprehensive Healthcare contract?
Answer #397	No.
Question #398	21. Are all Dialysis services only provide at RMC? If not, where else are dialysis services provided?
Answer #398	Dialysis services are provided at RMC and Broward CI.
Question #399	22. The contract provided in Exhibit O for dialysis services has expired. Please provide the current contract for Dialysis services.
Answer #399	Contract C2687 is located in RFP Questions & Answers Documents under Contracts.
Question #400	23. What is the current average length of stay at the RMC?
Answer #400	Average Length Of Stay is 28.2 days
Question #401	24. What is contributing to the length of stay at RMC?
Answer #401	Challenges consist of: case mix of high acuity of patients with multiple co-morbidities who require multiple services; delays in getting procedures completed; patients who require long-term services only available at RMC and RMC-H; and difficult infirmary placements due to limited available infirmary beds, dementia and classification status.
Question #402	25. In reference to the length of stay at RMC, is there a lack of transportation or availability of cells?
Answer #402	Mostly, issues with availability of cells; limited infirmary cells due to full occupancy, program limitations, staffing constraints, locked cells for CM and PM status and O2 availability. Also, have limited number of wheelchair vans for transport.
Question #403	26. What are the delays preventing earlier discharges from RMC?
Answer #403	Barriers include limited number of available compound low bunk and wheelchair beds. Also, refer to answers for questions 401 & 402.
Question #404	27. When inmates are transferred to RMC, it appears that some become Region II inmates and others remain with their "home site." What criteria are necessary for someone to be reclassified as a Region II

	inmate?
Answer #404	Inmates who are reclassified for medical reasons in Region II include; those who require frequent community hospital admissions, specialty care only available at RMC i.e. Cancer and Dialysis treatment or close medical observation and frequent admissions to RMC-H
Question #405	28. Please provide the current contract for the mobile surgical unit at RMC.
Answer #405	Contract S6277, United States Medical Group of Florida, Inc. is located in Exhibit O, Current Health Services Contacting Services, Contracts – Region 2 and RMC.
Question #406	29. The Department has a number of contracted services in place at the RMC whose contract expiration dates are well into the future. Will the successful vendor be expected to assume the terms and conditions of these contracts?
Answer #406	The disposition of current contracts will be determined upon award of the contract. However, as part of the transition process, the Department will facilitate introductions between current contractors and the selected vendor(s).
Question #407	30. The staffing plan at RMC does not include any oral surgeons, periodontics or endodontics listed. However, it is our understanding that these services are provided at RMC. Please clarify the number of dental specialists on-site and off-site, the number of hours provided, and who pays for the specialists services?
Answer #407	Currently RMC has a part-time OPS Oral Surgeon who typically works three days per week and a Contract Oral Surgeon who works on an as needed basis for cases that cannot be handled by the RMC Oral Surgeon. Specialized endodontic care is provided on-site at RMC thru an agreement with endodontic post-graduate dentists from the University of Florida College of Dentistry. Any specialized dental care not available at RMC is done by referral to the University of Florida College of Dentistry or Nova Southeastern College of Dental Medicine. Currently Region IV is referring most specialized cases to Nova Southeastern College of Dental Medicine rather than RMC. Currently the OPS Oral Surgeon is paid an hourly wage and the Contract Oral Surgeon is paid per an agreed upon fee schedule based on actual procedures done. The contract vendor will be responsible for all on-site and off-site dental costs.
Question #408	31. In Exhibit D, the RMC Scope of Services states one contract oral surgeon and one OPS oral surgeon. Who staffs these positions?
Answer #408	The OPS Oral Surgeon is a FDOC employee paid an hourly wage and the Contract Oral Surgeon is paid per an agreed upon fee schedule based on actual procedures done. The contract vendor is responsible to pay for all dental staff and on-site and off-site dental care including Oral Surgeons. Section 2.6 of the RFP lists items the contract vendor is responsible for.
Question #409	32. Nowhere in the staffing plans (state wide) are any dental specialists listed. Do other facilities/reception centers state wide staff and provide specialists services? Please provide specialty, FTE's, and who compensates these specialists.
Answer #409	The only dental specialists are located at RMC: Oral Surgery and Endodontics. Other specialized dental care is available by referral to the University of Florida College of Dentistry or Nova Southeastern College of Dental Medicine. The contract vendor is responsible for all on-site and off-site dental costs.
Question #410	33. In Region IV, the staffing plan lists two dentists at Glade Correctional Facility. Is this correct? It is our understanding that Glade is closing, when is the projected date and where will the inmates be transferred?
Answer #410	When the RFP was written there were two Senior Dentists at Glades CI. That was recently changed to one Senior Dentist and one Dental Hygienist. Dental care for housed at satellite facilities currently assigned to Glades CI will be provided at Martin CI. One Senior Dentist and one Dental Assistant will be added to the dental staff at Martin CI based on the increased workload. Glades CI is projected to close on December 1, 2011, in which all inmates will be reassigned to other correctional institutions.

Question #411	34. From the provided material, we see that there are no Dentist hours at Indian River Youth. Does the dentist from Martin go to Indian River to provide services?
Answer #411	The Dentist at Martin CI also provides dental care at Indian River CI. Indian River CI has a part-time OPS Dental Assistant.
Question #412	35. In Region I, Jefferson CI DDS is contracted out, who pays for this position?
Answer #412	Currently the Florida Department of Corrections pays the Contract Dentist at Jefferson CI. The contract vendor will be responsible to pay for all dental staff employed at Jefferson CI.
Question #413	36. In Region III, there are no DDS hours at Hillsbourgh CI, does Polk or Zephyrill cover Hillsbourgh?
Answer #413	Dental Services at Hillsborough CI are provided by the Dentist From Hernando CI. Hillsborough CI has a full-time Dental Assistant.
Question #414	37. In Region III, there are no DDS hours at Putnam CI, does the dentist at Gainesville cover Putnam?
Answer #414	Dental services at Putnam CI are provided by the Dentist from Gainesville CI. Putnam CI has a full-time Dental Assistant.
Question #415	38. Please provide monthly and annual spending on prescription drugs separately by National Drug Code (NDC).
Answer #415	6-6a Institutional Management Report FY09-10, 6-7-6a Institutional Management Report FY10-11. See pharmacy data including oncology plus, cardinal data at RFP Questions & Answers Documents\Pharmacy Data
Question #416	39. What is the current medication return policy?
Answer #416	See Exhibit C, HSB 15.14.01, 15.14.04 app. C
Question #417	40. How are scheduled controlled substance medications being destroyed as they cannot be returned?
Answer #417	See Exhibit C, HSB 15.14.04 app. C
Question #418	41. Is the Florida DC pharmacy able to return any unopened bottles of medication in its regional pharmacies to its wholesaler for credit so that vendors do not have to purchase this unused stock?
Answer #418	No.
Question #419	42. Will any DC pharmacy staff be available to assist or audit the inventory counts that must occur for the vendor to purchase these medications from the Department?
Answer #419	Yes, but only for the Regional Pharmacies and RMC Pharmacy.
Question #420	43. Will medications that have been repackaged or are nearing their expiration date be required to be purchased by the vendor?
Answer #420	Yes
Question #421	44. Please provide the actual drug utilization for the most recent quarter and for the previous 12 months. Please provide drug, strength and quantity and cost.

Answer #421	See RFP Questions & Answers Documents\Pharmacy Data including RFP Questions & Answers Documents\Pharmacy Data\question 421
Question #422	45. Please provide the actual drug utilization for the HIV, Hepatitis C and IV medications.
Answer #422	See RFP Questions & Answers Documents\Pharmacy Data including RFP Questions & Answers Documents\Pharmacy Data\question 421 and question 422, oncology plus, cardinal data
Question #423	46. Please provide actual drug utilization purchased from emergency backup pharmacies for the past 12 months.
Answer #423	$29,126.72
Question #424	47. What is the current admin fee per prescription?
Answer #424	See RFP Questions & Answers Documents\Pharmacy Data including RFP Questions & Answers Documents\Pharmacy Data\question 521
Question #425	48. What is the last 12 month total prescriptions dispensed in Regions, 1, 2, 3, and 4?
Answer #425	See RFP Questions & Answers Documents\Pharmacy Data including RFP Questions & Answers Documents\Pharmacy Data\question 425
Question #426	49. How are the facilities ordering their medications, electronically or via fax?
Answer #426	Both
Question #427	50. Do all of the med rooms have internet access?
Answer #427	The vendor is responsible for defining and establishing their own data network and data (Internet) communications. See section 3.16.4 Contractor's Network.
Question #428	51. Please provide a copy of the monthly and or quarterly statistical pharmacy data. Please provide this data for the past 12 months. a. Include # Formulary Orders b. Include # Non-Formulary Orders c. Include# Psychotropic Orders d. Include # Hepatitis C orders e. Include # HIV Orders f. Percentage of inmates on medications g. Percentage of inmates on psychotropic medications h. Percentage of inmates on HIV medications
Answer #428	See RFP Questions & Answers Documents\Pharmacy Data including RFP Questions & Answers Documents\Pharmacy Data\question 428, question 415 and data retrieved from cips software
Question #429	52. Does your current pharmacy provide IV medications or is that a contracted service?
Answer #429	RMC pharmacy provides IV medications. We also have a contract service.
Question #430	53. The RFP states a perpetual inventory of stock and controlled substances must be maintained by the contractor. Can you describe the current process in place to fulfill this requirement? Will it be acceptable to the FL DC to have the stock perpetual inventory maintained in a paper format or will the perpetual

	inventory be required to be maintained electronically?
Answer #430	The institutions may stock any items on the drug stock list approved by the Statewide Pharmacy and Therapeutics Committee. The institutions submit orders to their assigned person on an approved stock list form. The perpetual inventory is maintained on a paper format. The vendor can maintain the perpetual inventory on a paper format.
Question #431	54. RFP states the contractor must follow the current MAR format. Please provide a copy of a current MAR template.
Answer #431	See Exhibit C, Health Services Forms, Forms # DC4-701A.
Question #432	55. RFP states contractor is responsible for all delivery costs. Does this also include the cost of delivery charges for couriers and/or delivery fees submitted by local backup pharmacies? Can these be billed as a pass through charge?
Answer #432	If the department retains pharmacy services, the department will pay for delivery of prescriptions filled by the department's pharmacy only. All other delivery fees are the responsibility of the vendor. No pass through charges.
Question #433	56. The RFP speaks of the need to provide a copy of all approved or dis-approved DER requests. Please elaborate on how this function is currently reported? If they exist, please provide examples of historic approved and dis-approved DER requests.
Answer #433	Currently, DER requests are submitted by institutional staff to the Regional Medical Executive Directors. The RMED approves or disapproves the DER and return them back to the institution. The CI faxes approved DERs to the pharmacy. See Exhibit C, Procedure 403.007 for more information. See RFP Questions & Answers Documents\Pharmacy Data including RFP Questions & Answers Documents\Pharmacy Data\question 433.
Question #434	57. Would the Department permit paper reporting or would electronic reporting be required?
Answer #434	Paper or electronic is appropriate until the EMR is functional
Question #435	58. Please provide the following: a. Average daily population b. Average number of prescriptions filled per month
Answer #435	a. See RFP Questions & Answers Documents\Data\2011-10 Monthly ADP.xls b. See RFP Questions & Answers Documents\Pharmacy Data\question 521
Question #436	59. What percentage of medication orders are dispensed as stock medications?
Answer #436	This information is not available, but we estimate less than 5%
Question #437	60. What percentage of stock medications are dispensed in blister cards?
Answer #437	Zero
Question #438	61. Is there a current barcode management system in place? a. If so, does the system account for every dose administered? b. Is the system used for inventory reconciliation, returns and order placement only? c. Would the Department consider an alternate system to implement?

Answer #438	a. No, the system is not a dose accounting system b. No, the system is not used for inventory control c. Yes, the Department is open to an alternate system The pharmacy and main institutions use bar codes to process and document shipping prescriptions from the pharmacy and receiving prescriptions at the major institutions.
Question #439	62. Would the Department please provide a sample or copy of current inmate medication leaflets being used for patient education?
Answer #439	See RFP Questions & Answers Documents\Pharmacy Data including RFP Questions & Answers Documents\Pharmacy Data\question 439
Question #440	63. Do med carts need to be provided as part of the proposal? Are current carts able to be purchased or are new carts required? How many med carts would the vendor need?
Answer #440	A current inventory of medication carts was included in Exhibit L. Some institutions do not need medication carts. The vendor will have to determine if additional medication carts are needed. See section 3.27 for information on equipment transfers.
Question #441	64. Is it a requirement that a subcontracted pharmacy vendor be a Verified-Accredited Wholesale Distributor at time of proposal/bid submittal?
Answer #441	No. However, all subcontractors are subject to DOC approval.
Question #442	65. How will you require bidders to prove that they are utilizing a Florida licensed drug wholesaler as required by the state of Florida? Will it be necessary that the pharmacy they are utilizing have prior experience as a wholesaler?
Answer #442	The Contractor will provide a copy of the license. No
Question #443	66. How will you require bidders to demonstrate they can provide stock medications in blister cards through an FDA registered repacker? Will you require prior experience as a repacker?
Answer #443	The vendors are not required to provide stock medication in blister cards.
Question #444	67. How will you require bidders to demonstrate they are able to provide the required drug pedigrees for stock medication? Will you require that drug pedigrees be provided electronically?
Answer #444	Follow F.S. 499.01212 Drug pedigrees will not be required to be provided electronically
Question #445	68. Please provide a complete formulary management report.
Answer #445	Question is not clear. There is no section reference, and we are not sure what information the vendor is requesting.
Question #446	69. Is the Department currently utilizing a web based pharmacy ordering system? If not, would you consider using one?
Answer #446	The Department currently utilizes an intranet-based pharmacy refill ordering system that is available at all major institution. Yes, we would consider using a web-based pharmacy ordering system.
Question #447	70. Please provide the most recent inventory of pharmaceuticals in each regional pharmacy and correctional institution including stock medications. a. What is the current inventory's estimated value?

Answer #447	See RFP Questions & Answers Documents\Pharmacy Data including RFP Questions & Answers Documents\Pharmacy Data\question 447 Note: Data retrieved from cips and institutional inventory. Institutional inventories are not totaled.
Question #448	71. Has the inventory been stored/handled properly? Is compliance verifiable?
Answer #448	Yes Yes
Question #449	72. Can the financial transition of the inventory be clarified? (i.e. purchase inventory/credit inventory?)
Answer #449	See Section 3.27 Administrative Requirements, Space, Equipment & Commodities
Question #450	73. How is the transition management of the inventory envisioned to assure Florida Pharmacy law compliance?
Answer #450	Follow FAC Rule 64B16-28.203
Question #451	74. Please provide medication costs for Region IV for the prior year, a list of the top medications purchased, a breakdown of cost by psychotropic, infectious disease, and other medications, and a cost detail by brand.
Answer #451	See RFP Questions & Answers Documents\Pharmacy Data including RFP Questions & Answers Documents\Pharmacy Data\question 451
Question #452	75. How many inmates are in the evaluation state for Hepatitis C treatment?
Answer #452	Unknown at this time
Question #453	76. How many liver biopsies are done every month to evaluate Hepatitis C status?
Answer #453	This data is not collected as requested
Question #454	77. How many inmates are current under active treatment for Hepatitis C?
Answer #454	The Department has approximately 50 inmates under treatment.
Question #455	78. Due to the highly unpredictable nature of future Hepatitis C drug treatment costs, will the Department accept proposals for pharmacy that allow for a carve out of Hepatitis C drugs whereby the cost of these drugs is incurred directly by the DOC?
Answer #455	No
Question #456	79. What regions are currently using 340b pricing? Please provide the medications utilization numbers with dose, strength, quantity and cost over the last 12 months.
Answer #456	Regions I, II, III
Question #457	80. Does the Department have plans to expand access to 340b medications to include conditions other than HIV? If so, will that be carved out of the at risk pharmacy proposals submitted by vendors? And if yes, can you describe how the decrease in reimbursement to the vendor shall be calculated?
Answer #457	Not at the present time.

Question #458	81. May the vendor initiate 340b programs of its own to cut costs that will be included in the at risk pharmacy proposal?
Answer #458	No. The Department is committed to maintaining its collaborative relationship with the Department of Health and the participating County Health Departments. The 340b program will be handled as a service carve-out.
Question #459	82. Will the vendor be responsible for the cost of the medications covered under the 340b programs?
Answer #459	No.
Question #460	83. Will the cost of HIV and infectious disease medications ordered for inmates at institutions not covered by current inter-agency agreements with 340b pricing be the responsibility of the State or the Contractor?
Answer #460	Contractor
Question #461	84. Does the current 340b program cover all medications classified as Infectious Disease medications? If not, which medications are included in the 340B program?
Answer #461	No. Generally, it includes medications used to treat STDs and HIV.
Question #462	85. During some of the site visits, the total population of inmates differed greatly from that number given in the RFP. Will the Department please provide an up to date inmate count for each site?
Answer #462	Med Grades; S Grades: ADP, CSU Pop; TCU Pop as of Sept 30, 2011.pdf in located in Questions & Answers Documents\Data
Question #463	86. Are there any anticipated changes in institutional population numbers of the next 5 years and what projections have been made?
Answer #463	Criminal Justice Estimating Conference (CJEC) projections and located in Questions and Answers Document\Data\Executive Summary – Estimating Inmate Population.pdf
Question #464	87. Please provide the number of inmates that went through the intake process at each reception center each month for the last 12 months. Please provide a breakdown of the intake process by the regions that each inmate came from and went to in each month.
Answer #464	See RFP Questions & Answers Documents\Data\Reception Center Statistics – Jan 1999 Thru August 2011.xls
Question #465	88. Is there a current EHR/EMR system in place? a. If so, would an interface be required to connect with system? b. Would you consider an alternate system to implement?
Answer #465	There is not a true EHR/EMR system in place currently. At a minimum the vendor must provide capabilities as described in section 3.16.6.1. This capability shall allow data exchanges to occur with the Offender Based Information System (OBIS). The vendor must provide an EHR system.
Question #466	89. What are the triggers that will inspire interface information to enter the selected EMR? At what intervals? Is this data uni-directional only TO the EMR or will data be sent back to OBIS? If so, at what interval or what trigger?
Answer #466	The Department expects data exchanges to be bi-directional and occur near real-time when/if possible.
Question #467	90. Please provide the element data specifications, namely the HL7 interface data specs.
Answer #467	At a minimum the vendor must provide capabilities as described in section 3.16.6.1. This capability shall allow data exchanges to occur with the Offender Based Information System (OBIS). However,

exchanges of data are dependent on the negotiation with the selected vendor. Please see the attached example, HL7Examples.rtf, of HL7 records used currently between the Department and other vendors. Please also see references to CARP and OBIS in section 3.34.1 Performance Outcomes, Measures, and Standards.

Example of an HL7 record containing information:

Example of an HL7 record containing inmate information.

```
.MSH|¬~\&|FLDOCOBIS|FLDOC¬FLDOCMEDICAL|WEST|SPECTRA|201110200307||ADT
¬A01|000001|P|2.3|||||||.
PID||DC#XXX|||DOE¬JOHN¬E||19XX01XX|M||1|02|U|||||||||||||||||||...

.MSH|¬~\&|FLDOCOBIS|FLDOC¬FLDOCMEDICAL|WEST|SPECTRA|201110200307||ADT
¬A01|000002|P|2.3|||||||.
PID||DC#XXX|||DOE¬JOHN¬E||19XX08XX|M||2|07|U|||||||||||||||||||...
```

Example of an HL7 record containg staff information.

```
FU61|I|FULFORD, ELIZABETH|5305|ARNP SPECIALIST
F/C|
GU19|I|GUILLAUME,
ENIDE|
HO76|I|CHILDERS,
KRISTA|
```

Example of an HL7 record containg lab results information.

```
MSH|^~\&|ClinLab App|ClinLab Facility at RMC|Rec App|Florida
Department of
Corrections|20100916124054||ORU^R01|634202376546666250|P|2.5
ZPG|N|
PID|1|DC#XXX|DC#XXX||DOE^JOHN^E||19XX0804|M||2^BLACK
|^210||||||||||07
PV1||U|^210^210^^^^^^210|||||||||||||^^BALA|||||||||||||||||||||||
||199810150000
ORC|RE|20102580083|20102580083||R
OBR|1|20102580083|20102580083|CBC^COMPLETE BLOOD
COUNT|R|201009150000|201009150000|||||||||||||||F
OBX|1|NM|WBC^WBC||7.8|^K/uL|3.7-
12.5|N|||F|||20100915085700|||||20100916113700
OBX|2|NM|3195^RBC||3.9|^M/uL|4.1-
6.2|L|||F|||20100915085700|||||20100916113700
OBX|3|NM|3135^HEMOGLOBIN||12.7|^g/dL|12.9-
17.0|L|||F|||20100915085700|||||20100916113700
OBX|4|NM|3130^HEMATOCRIT||35.6|^%|38.7-
52.3|L|||F|||20100915085700|||||20100916113700
OBX|5|NM|3160^MCV||91|^fl|77-
100|N|||F|||20100915085700|||||20100916113700
OBX|6|NM|3150^MCH||33|^pg|25-
34|N|||F|||20100915085700|||||20100916113700
OBX|7|NM|3155^MCHC||36|^g/dL|31-
36|N|||F|||20100915085700|||||20100916113700
OBX|8|NM|3200^RDW||12|^%|11-
15|N|||F|||20100915085700|||||20100916113700
OBX|9|NM|PLT^PLATELET COUNT||245|^K/uL|124-
380|N|||F|||20100915085700|||||20100916113700
OBX|10|NM|3175^MPV||8|^fl|7-
12|N|||F|||20100915085700|||||20100916113700
```

	OBX|11|NM|3180^NEUTROPHIL %||52|^%|39- 79|N|||F|||20100915085700||||20100916113700 OBX|12|NM|3140^LYMPHOCYTE %||40|^%|11- 47|N|||F|||20100915085700||||20100916113700 OBX|13|NM|3165^MONOCYTE %||5|^%|4- 13|N|||F|||20100915085700||||20100916113700 OBX|14|NM|3110^EOSINOPHIL %||3|^%|0- 5|N|||F|||20100915085700||||20100916113700 OBX|15|NM|3100^BASOPHIL %||0|^%|0- 2|N|||F|||20100915085700||||20100916113700 OBX|16|NM|3185^NEUTROPHIL, ABSOLUTE||4.1|^K/uL|1.2- 8.6|N|||F|||20100915085700||||20100916113700 OBX|17|NM|3145^LYMPHOCYTE, ABSOLUTE||3.1|^K/uL|0.8- 3.7|N|||F|||20100915085700||||20100916113700 OBX|18|NM|3170^MONOCYTE, ABSOLUTE||0.4|^K/uL|0.2- 1.4|N|||F|||20100915085700||||20100916113700 OBX|19|NM|3115^EOSINOPHIL, ABSOLUTE||0.2|^K/uL|0.0- 0.4|N|||F|||20100915085700||||20100916113700 OBX|20|NM|3105^BASOPHIL, ABSOLUTE||0|^K/uL|0.0- 0.2|N|||F|||20100915085700||||20100916113700 OBR|2|20102580083|20102580083|BMP^BASIC METABOLIC PANEL|R|201009150000|201009150000||||||||||||||||F OBX|1|NM|NA^SODIUM||142|^mEq/L|137- 143|N|||F|||20100915085700||||20100916122400 OBX|2|NM|K^POTASSIUM||3.9|^mEq/L|3.5- 4.7|N|||F|||20100915085700||||20100916122400 OBX|3|NM|CL^CHLORIDE||104|^mEq/L|101- 109|N|||F|||20100915085700||||20100916122400 OBX|4|NM|CO2^CARBON DIOXIDE||30|^mEq/L|24- 31|N|||F|||20100915085700||||20100916122400 OBX|5|NM|GLUR^GLUCOSE (RANDOM)||94|^mg/dL|65- 200|N|||F|||20100915085700||||20100916122400 OBX|6|NM|BUN^BUN||17|^mg/dL|9- 21|N|||F|||20100915085700||||20100916122400 OBX|7|NM|CREA^CREATININE||1.2|^mg/dL|0.6- 1.2|N|||F|||20100915085700||||20100916122400 OBX|8|ST|GFRA^eGFR AFRICAN AMERICAN||>60|||N|||F|||20100915085700||||20100916122400 OBX|9|ST|GFRN^eGFR NON AFRICAN AMERICAN||>60|||N|||F|||20100915085700||||20100916122400 OBX|10|NM|ANGP^ANION GAP||12||8- 16|N|||F|||20100915085700||||20100916122400 OBR|3|20102580083|20102580083|LIPR^FASTING LIPID PROFILE|R|201009150000|201009150000||||||||||||||||F OBX|1|NM|TCHO^TOTAL CHOLESTEROL||233|^mg/dL||N|||F|||20100915085700||||20100916122400 OBX|2|NM|HDL^HDL CHOLESTEROL||54|^mg/dL||N|||F|||20100915085700||||20100916122400 OBX|3|NM|LDL^LDL CHOLESTEROL (CALCULATED)||157|^mg/dL||N|||F|||20100915085700||||20100916122400 OBX|4|NM|TRIG^TRIGLYCERIDES||109|^mg/dL||N|||F|||20100915085700||||2 0100916122400 OBR|4|20102580083|20102580083|UA^URINALYSIS|R|201009150000|2010091500 00||||||||||||||||F OBX|1|ST|7015^COLOR||YELLOW||YELLOW|N|||F|||20100915085700|||||201009 16122200 OBX|2|ST|7020^APPEARANCE||CLEAR||CLEAR|N|||F|||20100915085700|||||201 00916122200 OBX|3|NM|7025^SPECIFIC GRAVITY||1.01||1.005- 1.030|N|||F|||20100915085700||||20100916122200

	OBX|4|NM|7030^PH||6||6.0- 7.0|N|||F|||20100915085700||||20100916122200 OBX|5|ST|7035^GLUCOSE||NEGATIVE|^mg/dL|NEG|N|||F|||20100915085700|||| |20100916122200 OBX|6|ST|7040^KETONES||NEGATIVE|^mg/dL|NEG|N|||F|||20100915085700|||| |20100916122200 OBX|7|ST|7045^PROTEIN||NEGATIVE|^mg/dL|NEG|N|||F|||20100915085700|||| |20100916122200 OBX|8|ST|7050^BILIRUBIN||NEGATIVE|^mg/dL|NEG|N|||F|||20100915085700|| |||20100916122200 OBX|9|NM|7055^UROBILINOGEN||0.2|^mg/dL|0.2- 1.0|N|||F|||20100915085700||||20100916122200 OBX|10|ST|7060^NITRITE||NEGATIVE||NEG|N|||F|||20100915085700||||2010 0916122200 OBX|11|ST|7057^BLOOD||MODERATE||NEG|N|||F|||20100915085700||||201009 16122200 OBX|12|ST|7065^LEUKOCYTE ESTERASE||NEGATIVE||NEG|N|||F|||20100915085700||||20100916122200 OBR|5|20102580083|20102580083|UMIC^URINE MICROSCOPIC|R|201009150000|201009150000||||||||||||||||F OBX|1|ST|7070^URINE WBC||0|^#/HPF|NONE SEEN|N|||F|||20100915085700||||20100916122200 OBX|2|ST|7075^URINE RBC||<5|^#/HPF|NONE SEEN|N|||F|||20100915085700||||20100916122200 OBX|3|ST|7085^BACTERIA||0|^/HPF||N|||F|||20100915085700||||201009161 22200 OBX|4|ST|7080^EPITHELIAL CELLS||0|^#/HPF||N|||F|||20100915085700||||20100916122200 OBX|5|ST|7090^OTHER SEDIMENTS||0|||N|||F|||20100915085700||||20100916122200
Question #468	91. Please provide a listing of all computer equipment that will be available to the vendor to support the EMR? Please include the model and age of each computer.
Answer #468	See revised Section 3.16 on Revised Page 51, included with Addendum #3, regarding PCs and Printers.
Question #469	92. Prior to the implementation of the EMR, will the vendor be required to use the current Department's forms for documenting care? If so, What will the cost to the vendor be?
Answer #469	Yes. PRIDE's standard costs.
Question #470	93. Regarding the Offender Based Information System requirement 3.31 Offender Based Information System (OBIS) – "The Contractor shall utilize the Offender Based Information System (OBIS)," how is OBIS accessed? Can it be accessed externally via a web browser?
Answer #470	OBIS can be accessed on the Department's network via a 3270 emulator. Please see section 3.16 on accessing the Department's network via a VPN.
Question #471	94. Will the vendor be responsible for the costs of data cabling for IT services (including EMR and telemedicine) inside of Florida DC facilities?
Answer #471	Yes. See section 3.16.4 Contractor's Network.
Question #472	95. Will the Department provide labor to perform data cabling services inside facilities, or will the vendor be responsible for performing cabling work?
Answer #472	It will be the awarded vendor's responsibility; however, the vendor may work with individual Wardens at institutions to utilize inmate labor crews for this service. All associated costs with the use of inmate work crews are the responsibility of the vendor.

Question #473	96. What level computer cabling is currently available in the medical areas of each institution?
Answer #473	The amount and type of computer cabling varies by sites but consists of: Internal building wiring, or LAN drops is either CAT5, CAT5e, CAT6 UTP, unshielded twisted pair.
Question #474	97. Who is the current internet provider? What is the guaranteed band width access for each facility?
Answer #474	The vendor is responsible for defining and establishing their own data network and data (Internet) communications. See section 3.16.4 Contractor's Network.
Question #475	98. Please provide the current network/telecomm architecture, type and speed of connections between facilities, as well as current internet connections at the facilities?
Answer #475	The vendor is responsible for defining and establishing their own data network and data (Internet) communications. See section 3.16.4 Contractor's Network.
Question #476	99. Page 51 Section 3.16 states the Contractor must have an automated, integrated tracking and reporting system. What system/functions/data is this paragraph referring to?
Answer #476	Answer to be furnished in later addendum.
Question #477	100. Since the Department of Corrections does not have an encryption system for email, is the Department looking for Contractor to implement encryption on the Florida DC network, which requires administrative permissions on the Florida DC network to interface with Florida DC Email system, or will Department's staff be allowed to use Contractor's Email system that provides encryption that will have a different email address?
Answer #477	We can encrypt internal emails. Mail messages destined for addresses outside of DC are not encrypted and the vendor would have to provide a solution to meet encryption requirements for data within and leaving their network and the ability for the Department to read the information.
Question #478	101. Please provide an IT equipment inventory list to include OS version, CPU, Memory specifications.
Answer #478	See revised Section 3.16 on Revised Page 51, included with Addendum #3, regarding PCs and Printers.
Question #479	102. In Section 3.16.4 the RFP states that contractor will provide and maintain equipment at the local facilities. To what extent will contractor be given administrative privileges on the Department network, or this is simply hardware troubleshooting and replacement support?
Answer #479	The vendor will not have direct access to the Department network and will not need administrative privileges. See section 3.16.4 Contractor's Network and 3.16.1 Corporate Access to the Departments Network.
Question #480	103. The RFP lists a number of technical requirements for a telemedicine system. In our experience, there may be more effective telemedicine systems that are not PC based. These, however, do not meet the requirements set in the RFP. Will proposals containing plans to utilize integrated, dedicated (non-PC based) telemedicine equipment be rejected?
Answer #480	Section 3.15, Telehealth, has been deleted, this will be considered as a value added feature. See Revised Pages 50 and 51, included with Addendum #3.
Question #481	104. Is an annually renewable surety bond acceptable in satisfying the performance bond requirements?
Answer #481	Yes
Question #482	105. The bonding requirement of $82 million required under Section 7.29 of the Region I, II, and III RFP seems excessive given the potential annual value of the contract. Would the Department consider a more reasonable bonding level based on the annual contract value? For example, a bonding level of 5%

	of the annual contract amount.
Answer #482	See Revised Page 179 for RFP #11-DC-8324, included with Addendum #3.
Question #483	106. Section 5.5 of the RFP states that "all parties to the joint venture shall be required to submit a performance bond." Please confirm that if proposers are submitting as a joint venture that one bond in the name of the joint venture for the total specified bond amount will meet the requirements of the RFP.
Answer #483	No, all parties to the joint venture must submit a performance bond.
Question #484	107. If Section 5.5 of the RFP intends that parties to the joint venture submit separate performance bonds, please indicate the amount of each joint venture party's bonding requirement or how the required bonding amount per party should be determined to meet the RFP requirements.
Answer #484	This is a decision of the parties in the joint venture; however, the total sum must equal the nind amount as stated in the RFP.
Question #485	108. What are the costs associated with the Health Services Contract Monitors?
Answer #485	Each regional health services monitoring team will be comprised of clinical and administrative staff. There will be 25 FTE total for all 4 regions, with 6 ½ FTE per region for Regions I and II, and 6 FTE for Regions III & IV (regions I & II will split an additional mental health monitor). Total cost statewide is $2,333,000 in salary and benefits, as follows: Regions I and II - approximately $609,500 per year in salary and benefits; Regions III & IV - approximately $557,000 per year in salary and benefits.
Question #486	109. Referring to section 7.4.1, how is the last payment determined? This is a multi-year contract—is this referring to the last payment of each year, the last payment before renewal or the last payment of the 5 year contract? If the 5 year contract is renewed, does this carry over to the new contract?
Answer #486	Section 7.4.1 refers to the final payment at the end of the contract.
Question #487	110. In order to provide the FL DC with an accurate/cost effective bid while still allowing bidders to fully understand the utilization and cost of caring for the underlying population, we request that the state provide a seriatim claim listing (in a text file or other suitable database file) of all claims for the last two complete contract years for all off-site care. For example, bidders need to know not simply the diagnosis and length of stay of a hospital admission. We need to know the severity of the admission and to fully understand the procedures performed during the stay. A complete claims file would include at a minimum: For all claim types: *a.* originating facility (prison unit the patient came from), prisoner ID, provider ID (could be a facility or a professional), Place of service (inpatient, outpatient, office), Inmate DOB, Inmate Gender, Claim Financial information (Billed charges, allowed/paid amounts) For specified claim types: *Inpatient Services* *b.* all ICD9 Diagnosis (generally up to 10), all ICD9 Procedure codes (up to 5) , Admit and discharge dates *Outpatient Facility Services:* *c.* ICD9 Diagnosis codes (generally up to 10), UB Revenue Codes, HCPCS codes (all levels which would include CPT4 codes) *Professional Services:* *d.* CPT4 codes, Provider specialty, Place of service We request this data for dates of service July 1, 2009 through June 30, 2011, and which have been paid through September 30, 2011.

	We request this data for dates of service July 1, 2009 through June 30, 2011, and which have been paid through September 30, 2011.
Answer #487	Data is not readily available.
Question #488	111. If a seriatim claim file cannot be provided, please provide actuarial cost models that will show utilization rates per 1,000 and average costs per service by claim cost category for incurred dates a) July 2009 to June 2010, and b) July 2010 to June 2011, with claims paid through September 30, 2011. Bidders need to be able to understand the current utilization and cost per service that underlie the total costs shown for example in the Health Services Cost Data (Exhibit E). These cost models at a minimum should include the following claim cost categories: Inpatient Hospital a. Medical, Surgical, Other Hospital Outpatient b. Emergency Room, Surgery, Radiology, Pathology/Lab, Other Professional c. Surgery ,inpatient Visit, Office Visit, ER Visit, Other Visit, Radiology, Lab/Pathology, Other professional Other d. Ambulance , DME/Prosthetics , Dental
Answer #488	Data is not readily available.
Question #489	112. How has the Department administered the claims payment function for care provided by community doctors and hospitals? Has the Department retained a Third Party Administrator, and if so, who is it?
Answer #489	Claims are submitted, certified and paid based on either State Law or contractual compensation. The Department does not use a Third Party Administrator.
Question #490	113. Is the Department using a qualified actuary to handle data compilation, data validation, capitation analysis, and related professional functions? If so, what firm has the Department retained?
Answer #490	Not for health care data.
Question #491	114. Please provide the specific numbers of Medical (M) grades and Psychological (S) for each institution within all 4 regions.
Answer #491	For Psychological (S) see attachment "10-14-2011 Mental Health Breakdown Report and Med Grades; S Grades: ADP, CSU Pop; TCU Pop as of Sept 30, 2011.pdf in located in Questions & Answers Documents\Data
Question #492	115. Are there any established medical or psychological grade caps? Or are they kept within a certain percentage of a certain level?
Answer #492	Refer to Population Management; see Exhibit K, "Baseline Staffing Notes"
Question #493	116. What is the Subcontractor approval process and how long does it take?
Answer #493	Approval of any/all subcontractors is in accordance with Section 3.24.1 Communications.
Question #494	117. In the RFP for prison privatization, the 1% transaction fee for MyFloridaMarketPlace was not applicable. Why was there an exception and can vendors for this RFP qualify for that exception?

Answer #494	The Transaction Fee Exemption is approved for this contract. Therefore, the 1% transaction fee is waived.
Question #495	118. Please provide a history of outcomes of all inmate/family lawsuits for the last 5 years.
Answer #495	This information is not available.
Question #496	119. Are there any facilities that have not successfully passed the healthcare portion of ACA or a CMA visit in the last two years?
Answer #496	No, all facilities have successfully passed the ACA healthcare standards and have received accreditation. Only one institution was cited by CMA with an emergency finding during the last two years: Lake CI (August 2010).
Question #497	120. Do all of the UR/UM, chronic clinic, and cost numbers include the data from the private institutions?
Answer #497	The data indicates the requested information as defined in the attachment.
Question #498	121. The following link allows the download of inmate information for Oct 2011: http://www.dc.state.fl.us/pub/obis_request.html . Can you provide the same datasets for August 2011, October 2010, and April 2011?
Answer #498	This is a data base searchable by inmate name or DC number and includes all inmates released since 1997. By definition it includes data added in August, 2011; October, 2010; and April 2011. The data base cannot be recreated to provide information for past dates.
Question #499	122. For the next five years, what are the plans for closing, opening and expanding FL prisons?
Answer #499	Other than the closing of Glades CI, Brevard CI, and Hendry CI, there are no planned new facilities expansions or closures of existing facilities, nor changes in missions.
Question #500	123. If the FL DC awards contracts to different MCOs by region, what mechanisms will exist to fairly compensate the MCO for the influx of inmates that have a higher need of medical care from another region?
Answer #500	See Answer #13
Question #501	124. How many mental health inmates have been taken to off-site facilities in the past year?
Answer #501	No inmate has been seen in outside facilities strictly for mental health services.
Question #502	125. What is the process for communicating scope changes from the Department to Contractor?
Answer #502	See Section 3.24 Communications.
Question #503	126. Definition of equitable adjustments—basis for decision?
Answer #503	This would be determined by a cost benefit analysis applied to any changes or modifications which may affect the cost of delivery or performance.
Question #504	127. Which is the definitive retention of records? What is the expectation for access to retained records over the 7 years before destruction?

Answer #504	See Exhibit C, HSB 15.12.03, Appendix J.
Question #505	128. Please identify how many cells for self harm observation status are certified at each institution in each region.
Answer #505	Region I: 49 Region II: 46 Region III: 33 Region IV: 34
Question #506	129. In reviewing monthly statistics by region, the admissions are normally low, but with a higher length of stay during the month of June. What is the reason for this increase in June?
Answer #506	Admissions are unpredictable; there are no specific reasons for this trend.
Question #507	130. Are there any methadone clinics within the FL DC system, specifically in the reception centers?
Answer #507	Yes, Broward CI has an outside purchase order with a local methadone clinic.
Correctional Medical Associates	
Question #508	1. (Section 3.3.13): Please identify the Acute Mental Health Services providers for Region I (Off-Site Care).
Answer #508	All mental health services are provided on-site at DOC institutions.
Question #509	(Section 3.3.13): Please identify the Acute Mental Health Services providers for Region III (Off-Site Care).
Answer #509	All mental health services are provided on-site at DOC institutions.
Question #510	2. RFP, p. 35: Please provide a copy of Exhibit C regarding Mental Health levels of Care.
Answer #510	See Section 2.7 for instructions on how to obtain Exhibit C, Health Services Bulletins\Medical\HSB 15.03.13.
Question #511	3. Is the Initial Mental Health Screen conducted at Intake by Nursing / Medical Personnel with subsequent referral to Mental Health Professionals as required?
Answer #511	Yes
Question #512	4. Please provide a copy of Mental Health Annual Statistics by Facility for the Fiscal Years 2010, 2011.
Answer #512	See attachment "10-14-2011 Mental Health Breakdown" and Exhibit A "Facility Profiles" and Questions & Answers Documents\Data\Mental Health Data 2010-11.xlsx
Question #513	5. Please identify by Facility the number of inmates housed in the CSU, TCU and MHTF for the Fiscal Years 2010, 2011.
Answer #513	Med Grades; S Grades: ADP, CSU Pop; TCU Pop as of Sept 30, 2011.pdf in located in Questions & Answers Documents\Data
Question #514	6. Please identify by Facility the number of inmates classified as: S-1, S-2, S-3, S-4, S-5, S-6.

Answer #514	See attachment "10-14-2011 Mental Health Breakdown Report" and Med Grades; S Grades: ADP, CSU Pop; TCU Pop as of Sept 30, 2011.pdf in located in Questions & Answers Documents\Data
Question #515	7. Please identify by Facility the number of Mental Health inmates housed in the Infirmary per month and the average length of stay for Mental Health inmates, if available.
Answer #515	Not available.
Question #516	8. Exhibit W provides a description of the APA Internship Program for the Florida Department of Corrections. Please provide: (a) Funding provided for the current Internship Training Director for Fiscal Year 2011?; (b) Funding provided for Interns for Fiscal Year 2011; (c) Confirm the number of program interns for Fiscal 2011.
Answer #516	a. & b. See Answer #92 c. Four (4)
Question #517	9. Location of Juvenile Offenders in Region III? Number of Juvenile Offenders by Facility, as applicable?
Answer #517	See Exhibit A, Institutional Profiles, Facility Profiles
Question #518	10. Please identify the current number of FTE staff assigned for each Facility by Staffing Position type.
Answer #518	See Exhibit E
Question #519	11. By Facility, the Number of Re-Entry Mental Health "After-Care Plan" inmates identified with Mental Health Grades of S-2 to S-6 during the Fiscal Year 2011?
Answer #519	See RFP Questions & Answers Documents\Data\Releases by Psych Grades FY2010-11.xls.
Question #520	12. By Facility, the number of Telehealth / Telepsychiatry encounters during Fiscal Year 2011 by Facility? Number of encounters by type of specialty?
Answer #520	None; however, telehealth is being finalized at RMC for inmates in dialysis treatment.
Question #521	13. By Facility, please provide a copy of the Monthly Pharmacy Report (or Annual Pharmacy Report) for: (a) Total # of Mental Health prescriptions issued, total cost of mental health medications and the number of inmates receiving mental health medications.
Answer #521	Assume FY 10-11 from RFP Questions & Answers Documents\Pharmacy Data\question 523. See pharmacy data including Answer #521 and #415 retrieved from cips, cardinal data. See RFP Questions & Answers Documents\Pharmacy Data including RFP Questions & Answers Documents\Pharmacy Data\question 521 6-6a Institutional Management Report
Question #522	14. By Facility, please provide a copy of the Monthly Pharmacy Report (or Annual Pharmacy Report) for the total number of prescriptions issued, total cost of all medications issued and total number of inmates receiving medications.
Answer #522	Assume FY 10-11 from RFP Questions & Answers Documents\Pharmacy Data\question 523 See pharmacy data including answer 521 and 415 retrieved from cips, cardinal data, oncology Total Expenditures by Location FY 2009-2010 Revised - 10-24-2011 Summary
Question #523	15. By Facility, please provide a copy of the Monthly Pharmacy Report (or Annual Pharmacy Report) for the total number of inpatient mental health prescriptions issued at the inpatient mental health units, total cost of mental health inpatient medications, and number of inmates receiving mental health inpatient medications. FY 2011

Answer #523	RFP Questions & Answers Documents\Pharmacy Data\question 521 for cips data. Also see cardinal data at RFP Questions & Answers Documents\Pharmacy Data
Question #524	16. By Facility, please provide a copy of the Monthly (or Annual Report) for: (a) Aftercare Status Report; Mental Health Emergency and Admission/ Discharge Reports. FY 2011
Answer #524	See RFP Questions & Answers Documents\Data\Releases by Psych Grades FY2010-11.xls. and Mental Health Contacts FY 2010-11.xls (NOTE: this files does not include all the emergencies that occur in the inpatient unit).
Question #525	17. By Facility, please provide a copy of the Monthly Mental Health "Outside Medical Care Report" FY 2011.
Answer #525	Data is not available.
Question #526	18. Please provide a Copy of Exhibit K - Department Current Baseline Staffing Plan (FY 2011) by facility as well as for 2009 - 2010 if available.
Answer #526	Baseline Staffing did not change significantly from 09/10 to 10/11.
Question #527	19. Please provide a copy of Exhibit E - Departmental Fiscal Expenditures 2009- 2010.
Answer #527	See Exhibit E, Expenditures 08_Jan 2011
Question #528	Please provide a copy of Exhibit K - Department Current Baseline Staffing Plan" by facility.
Answer #528	6-6a Institutional Management Report.
QUALITY COMPLIANCE CONSULTING	
Question #529	1. With regard to maximum capacity within region IV have any of these facilities reach maximum capacity with the past two years?
Answer #529	No.
Question #530	2. What do freight expenses consist of?
Answer #530	Shipping charges for various equipment and supplies
Question #531	3. Within the past year within region IV what are the statistics on Hepatitis C, MRSA, TB, HIV and Aids broken down by facility if possible?
Answer #531	See RFP Questions & Answers Documents\Data\HIV and AIDS Cases as of Sep 30, 2011.pdf and the MWUR
Question #532	4. Section 5.6.10 Question3: Special Population Management: What other state correctional mental health care contracts are current in place?
Answer #532	This is a vendor requirement as part of the response to the submission of bid documents.
Question #533	5. With regard to Exhibit C Health Services Administration Rules: who absorbs the cost for Medical consultations for parole, courts, court orders, other agencies or medical concentrations, etc.

Answer #533	The vendor. These functions are all required.
Question #534	6. Inmates requiring substance abuse detox medications and substance abuse counseling are part of which department: medical or mental health?
Answer #534	Medications are prescribed by a qualified health services clinician; substance abuse counseling is provided by the Bureau of Substance Abuse
Question #535	7. Section 5.6.14 Question 3: Utilization Review of high-cost medication management must be provided. What does the DOC classify as high cost medication?
Answer #535	$100.00 per month
Question #536	8. With regard to durable equipment for elderly population are inmate's Medicare benefits eligible and utilized?
Answer #536	Department of Correction's inmates do not quality for/under Medicaid and/or Medicare benefits and/or services.
Question #537	9. Is there a policy in place that allows the inmate to elect for living will procedures not just for palliative care i.e. stroke, CHF, brain injury, dialysis and/or life saving devices?
Answer #537	Yes see Exhibit C, HSB 15.02.15.
Question #538	10. Now that prisons are considered nonsmoking facilities what services i.e. medications, education are utilized to assist with smoking cessation?
Answer #538	See Exhibit C, Procedure 403.002
Question #539	11. Within the 3 locations of Reception Medical Center in Lake Butler, Kendall Regional and Memorial Jacksonville, how many of these beds are allocated as ICU and step-down at each facility? 12. What are they
Answer #539	Bed allocations are as follows; Reception Medical Center medical - surgical floor care 100 beds including 1 – 2 bed long-term vent care unit, Memorial Hospital Jacksonville – 33 floor care 13 of which have telemetry and 7 CCU beds, Kendall Regional – 24 floor care all of which are telemetry equipped and 6 of those can convert to CCU beds.
Question #540	12. What are the pay scales for the following disciplines: Director of Health Care Services, Medical Director, Nurse Practitioner, Physician Assistant, Pharmacists, Pharmacy Tech, Senior Registered Nurse, Registered Nurse, Infection Disease Nurse, Senior Licensed Practical Nurse, Licensed Practical Nurse, Nursing Assistant, Laboratory Technician, and Phlebotomy Technician? HIM supervisor, HIM clerk, HIM data clerk, HIM Clinical secretary, Consult Coordinator, Regional Health Service Manager and Clinical quality management.
Answer #540	Our class titles may vary from the titles listed in the question. As a state agency we are required to follow the Department of Management Services (DMS) discipline classification and pay scales. See RFP Questions & Answers Documents\Staffing Data\Pay Band – Question 540.pdf and Question 540.pdf
Question #541	13. How long is Orientation for each discipline?
Answer #541	See Exhibit C Procedure 209.101 Training Requirement – refers to a "Master Training Plan" as developed by Bureau of Staff Development and Training that identifies required departmental in-service training for employees. See RFP Questions & Answers Documents\In-Service Training

Question #542	14. What is the benefit package for state employees?
Answer #542	See Answer #222
Question #543	15. What are 340B medications?
Answer #543	http://www.hrsa.gov/opa/
Question #544	16. Are all inmates receiving dialysis sent to Lake Butler for care or can it be done at any of the corrected facilities?
Answer #544	Yes, except those female inmates assigned to Broward CI. The awarded vendor may be allowed the option to provide services at individual institutions; however, dialysis services shall be provided on-site and within the institution.
Question #545	17. With regard to expenditures fiscal year 08-09 the janitorial maintenance expense was just over $125,000 and dramatically increased to $1.394 Million dollars fiscal 09-10. What would cause this substantial increase and would this be considered an unforeseen event i.e. communicable disease breakout, expansion and/or increase inmates?
Answer #545	The $1.394M total is not correct. The correct total for janitorial/maintenance supplies for FY 09-10 is $504,772.
Question #546	18. Same question as in #16 in regards to Data process supplies fiscal year 08-09 with just over $129,000 compared to fiscal year 09-10 $1.79 Million?
Answer #546	Most of the increase in FY 09-10 resulted from the purchase of computer equipment
Question #547	19. What is Risk Management Insurance and what does it cover?
Answer #547	Insurance & Surety - General Liability Insurance, Workers' Comp. Insurance and Civil Rights Insurance
Question #548	20. Section 3.5.3 states a “newly arriving inmate who is classified as S-2 or S-3” What types of inmates are S-2 and S-3?
Answer #548	See Exhibit C HSB 15.03.13 Assignment of Health Classification Grades To Inmates S = Mental Health Grade - An inmate patient who: S 1 = Requires routine care, (sick call, emergency). S 2 = Needs ongoing services of outpatient psychology (intermittent or continuous). S 3 = Needs ongoing services of outpatient psychiatry (case management, group and/or individual counseling, as well as psychiatric or psychiatric ARNP care). Clinical management may require periodic administration of psychotropic medication, although the inmate may exercise her/his right to refuse the medication. S 3 is also assigned routinely to an inmate who is determined to need psychotropic medication, even if the inmate may be exercising the right to refuse such medication. S 4 = Is assigned to a transitional care unit (TCU). S 5 = Is assigned to a crisis stabilization unit (CSU) level of care.
Question #549	21. The RFP contains severe penalties for untimely healthcare deliver to inmates; historically what is the percentage of untimely healthcare services being facilitated?
Answer #549	The liquidated damages are tied to requirements outlined in statute, rule, procedure or health services bulletin. The Department has never had a statewide contractor for comprehensive health care services; therefore; there is no historical data on untimely healthcare services available.

Question #550	22. Given there is a copay to have an inmate seen by physician, what occurs when an inmate does not have any money to cover this visit. Are they denied coverage?
Answer #550	Healthcare services cannot be denied to an inmate based on their ability to pay.
Question #551	23. Section 5.6.1 Would the contractor who is providing healthcare services excluding mental health and dental be able to facilitate inpatient care where the contractor has established a substantial cost savings to the state?
Answer #551	Yes
Question #552	24. Would the contractor be paid similar to that of an HMO where dollars are deposited for the current month and the contractor is expected to provide care and services from that agreed dollar amount
Answer #552	No. The awarded contractor will be paid according to the contract terms and conditions, including compensation.
Question #553	25. Is the contractor solely responsible for its employees in regards to disciplinary actions?
Answer #553	Yes; however, the Warden has overall responsible for all activities occurring within their institution, and they can deny contracted staff access to the institution for security reasons.
Question #554	26. Section 3.7.1.10: The Contractor shall provide a signature strip for each Keep-On-Person (KOP) prescription an inmate receives. What is KOP?
Answer #554	Keep on Person
Question #555	27. Section 3.6: The Contractor shall provide nutritional supplements (inclusive of all required and/or prescribed maintenance solutions and/or hyper-alimentation products) that are medically prescribed by a licensed physician. Are these categorized under medical or pharmacy?
Answer #555	This is generally charged to the category Inmate Health Services.
Question #556	28. Section 3.7.1.1: The contractor shall comply with all Pedigree requirements such as mandated by Florida Statutes. What are Pedigree requirements and which ones is the DOC mandated to follow?
Answer #556	See F.S. 499.01212 The Department is required to follow F.S. 499.01212
Question #557	29. Section 3.5.11: What types of restraints are currently in use when an inmate in is psychiatric restraints or seclusion is ordered?
Answer #557	See Exhibit C, HSB 15.05.10.
Question #558	30. Where is the State of Florida with regards to the lawsuit to stop privatization?
Answer #558	The lawsuit involves prison privatization and is not applicable to this health services RFP.
CHC | Correctional Healthcare Companies	
Question #559	1. What medical and pharmaceutical services is the Contractor expected to provide for the following facilities: a. All Road Prisons b. All Work and Forestry Camps

	c. Work Release Centers d. Treatment Centers e. Re-Entry Centers?
Answer #559	See Exhibit C, HSB15.07.02
Question #560	2. What services and devices are provided as part of Vocational Rehabilitation? (p.14)
Answer #560	Durable medical devices not otherwise provided.
Question #561	3. Does Florida have a compassionate release statute? How many inmates have been released in the past year under this statute?
Answer #561	HSB 15.02.14 Conditional Medical Release in accordance with following FS & FAC: Section 947.149, Florida Statutes Rule 33-401.201, Florida Administrative Code Rule 23-24.020, Florida Administrative Code Ten (10) inmates have been approved under this statute.
Question #562	4. Is the Contractor expected to collect DNA as part of laboratory services? (3.3.9)
Answer #562	Yes, if ordered by a clinician. See Exhibit C, HSB 15.02.18, Genetic Testing and court-ordered testing procedures (http://dor.myflorida.com/dor/)
Question #563	5. How many Department security employees were given the Hepatitis B vaccine in the last fiscal year? (3.3.20, 3.34.1.1.33.1)
Answer #563	Not available.
Question #564	6. Are all sites expected to have AEDs? How many AEDs are expected per population? (3.3.21)
Answer #564	See Answer #85
Question #565	7. What items are contained and/or expected in the Personal Protective Equipment (PPE)? (3.3.21)
Answer #565	See Exhibit C Bloodborne Pathogens Exposure Control Plan
Question #566	8. Please clarify whether the Contractor is required to supply security staff with PPE. If so, what is the number of Department employees in this category? What is the turnover rate for Department employees in this category? (3.3.21)
Answer #566	The vendor would supply personal protective equipment necessary for security staff to perform their duty responsibilities within the health services section, including specialized units where health service and security personnel jointly come in contact and directly oversee inmates.
Question #567	9. What is the expected number of inmates discharged/released per year? What percentage of these asks to be tested for HIV? (3.34.1.1.4)
Answer #567	See RFP Questions & Answers Documents\Data Releases FY 2010-11 with region totals.xls All inmates are required to be tested for HIV prior to release unless they refuse. However, an inmate who is known to the department to be HIV positive or who has been tested within the previous year and does not request retesting need not be tested. Reference Exhibit C, Chapter 945.355, F.S. and HSB 15.03.08

Question #568	10. What sites currently have infirmary beds? How many infirmary beds are located at each site? (3.34.1.1.20)
Answer #568	See RFP Questions & Answers Documents\Data\Infirmary Beds.pdf
Question #569	11. What has been the historical number of edentulous inmates in this Region? (3.34.1.3.9)
Answer #569	The Department does not track the number of edentulous inmates. The number and types of removable prosthetic cases/treatments are tracked. See RFP Questions & Answers Documents – Dental Data- Removable Prosthetics Cases.pdf.
Question #570	12. What has been the historical number of suicides in this Region?
Answer #570	For the period FY2003-04 through FY2010-11 there have been a total of 31 suicides in Regions I and III, for an average of 3.875 per year for that period.
Question #571	13. What has been the historical number of pregnant women in this Region?
Answer #571	Beginning in 2009, Broward CI became the base institution for pregnant inmates. The Department treats approximately 80 pregnant inmates per year.
Question #572	14. Staff nurses are required to have 12 months experience (5.6.5). Does this apply to both RNs and LPNs?
Answer #572	Yes RN - Licensure as a Registered Professional Nurse in accordance with Florida Statute 464 or eligible to practice nursing in accordance with Chapter 64B9-3.003, Florida Administrative Code, and one year of professional nursing experience; or A bachelor's degree from an accredited college or university with a major in nursing and licensure as a Registered Professional Nurse in accordance with Florida Statute 464 or eligible to practice nursing in accordance with Chapter 64B9-3.003, Florida Administrative Code LPN - Licensure as a practical nurse in accordance with Florida Statute 464 or eligible to practice nursing in accordance with Chapter 64B9-3.003, Florida Administrative Code, and one year of experience in providing practical nursing services.
Question #573	15. Will the Contractor be held to any contracts in Exhibit O and Exhibit P?
Answer #573	The status of existing contract will be determined at a later date. However, during the transition period, the Department will facilitate introductions between vendors and existing contractors.
Question #574	16. Will current technological equipment (e.g. computers, printers, copiers, etc.) and medical equipment (e.g. exam tables, stretchers, thermometers, etc.) remain and be available for use by the Contractor?
Answer #574	See revised Section 3.16 on Revised Page 51, included with Addendum #3, regarding PCs and Printers.
Question #575	17. Will Contractor be responsible for replacing any equipment provided by the state that is no longer functional? Will this equipment remain the property of the state if the contract is terminated?
Answer #575	See Section 3.27
Question #576	18. Are Business/Corporate References within the correctional industry preferred? (5.3.4)
Answer #576	Yes.

Question #577	19. Are any unions or existing collective bargaining agreements expected to be in place and/or negotiated?
Answer #577	See Answer #158
Question #578	20. Are any current facilities not under the State's current AFSCME union contract?
Answer #578	All state institutions have position classes that are covered by AFSCME
Question #579	21. In Attachment 11 – Pricing Matrix, the file "ADP – Comprehensive – R1" includes Graceville CF as a Region 1 facility for the Contractor to propose. Elsewhere in the Exhibits, it is listed with the private contract facilities. Please clarify if the Contractor is to propose healthcare services for Graceville CF.
Answer #579	No
Question #580	22. In Attachment 11 – Pricing Matrix, the file "ADP – Comprehensive – R3" includes the Lafayette County Jail as a Region 3 facility for the Contractor to propose. Elsewhere in the Exhibits, it is included with the Region 2 facilities. Please clarify which Region the Lafayette County Jail is assigned to.
Answer #580	Lafayette County Jail is a Region II facility.
Question #581	23. In Attachment 11 – Pricing Matrix, the file "ADP – Comprehensive – R3" does not include the Hillsborough CI among the list of sites. Elsewhere in the Exhibits, it is included in Region 3. Please clarify if the Contractor is to propose healthcare services for Hillsborough CI.
Answer #581	Hillsborough CI is in Region III.
Question #582	24. The following facilities are described in the Exhibits as belonging to Region 3: a. Bridges of Orlando Work Release Center b. Largo Residential Re-Entry Center c. Orlando Transition Center d. Orlando Work Release Center e. Re-Entry of Ocala f. Suncoast Work Release Center (Female) g. Suncoast Work Release Center (Male) h. The Transition House, Inc. However, they are not listed in the file "ADP – Comprehensive – R3" in Attachment 11 – Pricing Matrix. Please clarify if the Contractor is to propose healthcare services for these eight locations.
Answer #582	The facilities listed, except for the Orlando Work Release Center, are contracted facilities in Region III. In addition, the Bradenton Transition Center (Female) should be included in the pricing matrix as a Region II facility.
Question #583	25. Is a foreign corporation registered to do business in the State of Florida required to obtain a Business License at the State level or at the individual County level? If a Business License at the County level is required, will a license be required in each County the Contractor will perform services, or is there a "universal" Business License that covers multiple Counties? (5.2.6)
Answer #583	The Contractor is responsible for determining and securing proper licensing under federal and state law.
Question #584	26. What is the desired length of time for the transition to Electronic Health Records? (3.16.16)
Answer #584	By January 2014. See revised Section 3.16.16, Electronic Health Record (EHR), on Revised Page 57, and Revised Page 15; included with Addendum #3.

Question #585	27. Is there an existing set of standards the Contractor's Electronic Health Records solution should follow to ensure compatibility with the EHR systems in other Regions? (3.16.16) Is the Department ultimately looking for uniformity in EHR across the State?
Answer #585	If multiple Vendors are selected, then each can use their own EHR system. The Vendors, at their own cost, will be responsible for integrating their systems to each other.
Question #586	28. Will historical medical records be required to be scanned and stored as part of the Electronic Health Records implementation?
Answer #586	No.
Question #587	29. Is there a cost to health services for OBIS use? If so, what is it? (3.31.3)
Answer #587	Yes. The Contractor shall have an account number associated with their company and each contracted staff person working for the Contractor shall have that account number tied to them while using OBIS. All CPU utilization under that account number will be tracked in OBIS, summed at the end of every month, and calculated as a percentage of all the CPU utilized for that month in OBIS. This percentage will then be applied to the OBIS service bill cost we receive from the State's Shared Resource Center. This cost will then be deducted in the monthly payment made to the Contractor by the Department. The Department does not have an estimate for the cost.
Question #588	30. Is there a cost to health services for CARP use? If so, what is it? (3.34.1.1.3)
Answer #588	No, not at this time
Question #589	31. Is there data room availability at each site?
Answer #589	Yes; however, available space varies by location
Question #590	32. Does internet connectivity exist at each site? If not, which sites do not have internet connectivity, and can it be installed at these sites?
Answer #590	The Vendor must provide their own ISP and internet connections at all sites.
Question #591	33. Will the Contractor be responsible for contracting with and paying for an internet provider at each site?
Answer #591	Yes. See answer to question 590 an section 3.16.4 Contractor's Network.
Question #592	34. Does network wiring exist at each site? If not, which sites do not have network wiring?
Answer #592	The vendor is responsible for defining and establishing their own data network and data (Internet) communications. See section 3.16.4 Contractor's Network.
Question #593	35. Will IT infrastructure improvements (for example, additional network wiring) be completed at the expense of the Contractor?
Answer #593	Yes.
Question #594	36. Is it preferred that the primary data center be located in Florida?

Answer #594	Yes, but not required
Question #595	37. Will service, support, and maintenance for all computers, printers and other equipment at each site be provided by the Contractor?
Answer #595	Yes. See section 3.16.4 Contractor's Network
Question #596	38. What is the number of mental health inmate transfers weekly and/or monthly from the Private Prisons to the Department of Corrections Institutions in this Region?
Answer #596	Information not available.
Question #597	39. Mental Health Staffing Credentials and Licensure: a. Please give a definite position on the Contractor's ability to use unlicensed Mental Health Professionals to meet the service requirements of this RFP. b. Does the Florida Statute for unlicensed Mental Health Professional Practice and its use in the FLDOC sites extend to the Contractor? c. If the Contractor is not able to use unlicensed Mental Health Professionals, what is the expectation for continued employment of unlicensed Mental Health Professionals currently employed by FLDOC? For example, will the Contractor be expected to replace all current unlicensed Mental Health Professionals? If so, will the Contractor be given a grace period for replacing these positions? Will a grace period be extended to allow existing unlicensed Mental Health Professionals the opportunity to obtain a license? d. Will the FLDOC accept an alternate plan for the use of unlicensed Mental Health Professionals, such as allowing them to practice under the supervision of a Senior Behavioral Analyst? e. Has the FLDOC had particular difficulty staffing any of the facilities in this Region with Mental Health Professionals? Which facilities? f. Which mental health positions are difficult to staff due to a shortage of qualified professionals in the Region or area? g. Will the Department provide a list of Locum Tenens or PRN staff used to fill short-term vacancies? h. Considering the history of staffing difficulties and challenges, will the department grant special consideration with regards to determining fines or liquidated damages for mental health positions? i. What is the average pay for the following positions in this Region: • Psychiatrists • Licensed Clinical Psychologists • Licensed Masters-level Clinicians • AR Nurse Practitioner j. Just to clarify, are Senior Behavioral Analysts equivalent to licensed Clinical Psychologists? k. Just to clarify, are Behavioral Analysts equivalent to Licensed MA level clinicians?
Answer #597	a. Mental health clinicians (psychiatrists, senior behavior analysts, behavior specialists must have a clear and active Florida license b. No

	c. This is a statutory issue d. No e. Yes; at S-3+ institutions f. Psychiatrists and Senior Behavior Analysts g. See Exhibit O for current contracts h. No i. Average pay: Psychiatrists (Sr. Physician) - $184,169 * Licensed Clinical Psychologists (Sr. Behavioral Analysts F/C) - $70,722 * Licensed Masters level Clinicians (Behavioral Specialist F/C) - $47,401 ARNP (mental) only 1 filled position - $77,000 There are no mental health FTE's in Region IV, only Regions I, II and III * Human Resources cannot determine who is licensed without pulling personnel files. j. Education and training requirements are similar k. Behavior Specialists' Education and training requirements are similar
Question #598	40. Please provide a description for mental health category and level of mental health care for each facility in this Region.
Answer #598	Exhibit A includes "Facility Profiles" from which this information may be obtained.
Question #599	41. Is the department willing to accept Telemedicine as an alternative solution for staffing vacancies for Psychologists and Mental Health Professionals?
Answer #599	Depends on the clinical activity e.g. not in Inpatient units, Reception Centers, or Crisis interventions/Infirmary Mental Health Care.
Question #600	42. Which sites in this Region are classified as a CMHTF?
Answer #600	See Exhibit A, Facility Profiles, beginning on page 37.
Question #601	43. Which sites in this Region contain CSUs?
Answer #601	See Exhibit A, Facility Profiles, beginning on page 37.
Question #602	44. Which sites in this Region contain TCUs?
Answer #602	See Exhibit A, Facility Profiles, beginning on page 37.
Question #603	45. Please clarify the Contractor's role in maintaining the student internship program in this Region. Is the contractor required to submit pricing for the internship and Director of internship position? If so, please clarify how many internship positions and Directors of Interns are expected to be paid by the Contractor in this Region.
Answer #603	YES; four doctoral psychology interns and a training director
Question #604	46. Please provide a more detailed description of the department's aftercare services and what challenges the department faces in providing these services? Does discharge planning occur in each facility? Is the department satisfied with the current level of discharge planning occurring at each facility in this Region?
Answer #604	See Exhibit C, HSB 15.05.21 under Health Services Bulletins-Policies\Mental Health

Question #605	47. Please provide a list of community resources frequently used for aftercare services in this Region. Is the department satisfied with the results from these community resources?
Answer #605	See Exhibit O, Interagency Agreements\IA-09-1051 DCF MH
Question #606	48. What is the annual number of offsite trips per location exceeding 45 miles round-trip? (3.3.19)
Answer #606	Information not available
Question #607	49. Is the FLDOC willing to accept offsite costs up to a certain threshold, after which the vendor would be held responsible?
Answer #607	No.
Question #608	50. Will the Department please provide actual redacted offsite referral data, including cost, for each offsite referral by facility for the previous three fiscal years?
Answer #608	Unable to complete within the time frame for this RFP. Available utilization management data has been provided in Exhibit G and RFP Questions & Answers Documents\UM Data
Question #609	51. Please clarify the difference between the "Contracted Physician Services" cost center and the "Physician's Fees – Prison Visit" cost center as contained in the reports in Exhibit E.
Answer #609	Contracted Physician Services – Physicians contracted to work in the institutions to cover vacant positions. Physician's Fees – Prison Visit – Community physicians providing specialty consults at the prison.
Question #610	52. When is a decision expected to be made on the DMS solicitation for pharmaceuticals? (3.7.1.2)
Answer #610	Follow the below link to the DMS advertisement for pharmaceuticals: http://myflorida.com/apps/vbs/vbs_www.ad.view_ad?advertisement_key_num=96737
Question #611	53. At what specific institutions do County Health Departments provide HIV and STD care?
Answer #611	See Answer 73.
Question #612	54. Can the Contractor assume the State and County health department qualification for 340B pricing can and will be made available to the Contractor in order that the Contractor may consistently provide and distribute pharmaceuticals through a single distribution entity?
Answer #612	No
Question #613	55. How does the State define telehealth versus telemedicine?
Answer #613	The use of telehealth, telemedicine and telepsychiatry are interchangeable as it references the use within the document.
Question #614	56. How does the State and Department of Corrections visualize telehealth applications integrating into the EMR?
Answer #614	Yes, to the extent possible based on available technology.
Question #615	57. Are there any existing "interactive audiovisual technology systems" currently in use which need to be compatibility matched?

Answer #615	There are currently no interactive A/V systems under Health Services or OIT control.
Question #616	58. What volumes of patient demand for telehealth are anticipated for which specific specialties?
Answer #616	Unknown.
Question #617	59. Does the FLDOC expect the Contractor selected for Region 2 to assume all UM functions for that region, including the RMC facility?
Answer #617	Yes. However, see Answer # 13.
Question #618	60. Will the Contractor in Region 2 have unilateral authority to accept or deny referrals from other Regions through this UM function?
Answer #618	See Answer # 13.
Question #619	61. What criteria will the Region 2 Contractor be expected to use for determining whether to approve or deny a referral from another Region?
Answer #619	See Answer # 13.
Question #620	62. Will dialysis and radiotherapy patients from Regions outside of Region 2 automatically be transferred to and treated exclusively at RMC? Will all of these costs then be assumed by the Contractor in Region 2 for these services?
Answer #620	Dialysis – No Radiotherapy – Yes.
Question #621	63. Will RMC continue to see inmates from Regions outside of Region 2 for specialty clinics and other referrals?
Answer #621	See Answer #13.
Question #622	64. Please clarify the anticipated billing arrangement at RMC for patients from Regions outside Region 2.
Answer #622	See Answer # 13.

ADDENDUM ACKNOWLEDGEMENT FORM
RFP #11-DC-8324
A D D E N D U M #4

Department of Corrections
4070 Esplanade Way
Tallahassee, Florida 32399-2500

SOLICITATION NO.: RFP #11-DC-8324

SOLICITATION TITLE: Comprehensive Healthcare Services in Regions I, II and III

PROPOSAL DUE: December 19, 2011

OPENING DATE: December 20, 2011

ADDENDUM NO.: Four (4) DATE: November 23, 2011

PLEASE BE ADVISED THAT THE FOLLOWING CHANGES ARE APPLICABLE TO THE ORIGINAL SPECIFICATIONS OF THE ABOVE-REFERENCED RFP:

This addendum includes the following:

1. Pages 51, and 53 are being replaced with Revised Pages 51 (Revision #2), and 53. Pages 53A has been added, and Page 51A (included with Addendum #3) has been removed. Revisions are highlighted in yellow.
2. Supplemental Responses to Written Inquiries for Questions #44a, #44i, #158, #310, #468, #476, #478, #525, and #574. Revisions are highlighted in gray.
3. "Self Injurious Admissions & ER Visits July - September 2011" Report.

If you have any difficulty in downloading any of the attached documents, please call or e-mail a request for copies to the Procurement Manager.

THIS ADDENDUM NOW BECOMES A PART OF THE ORIGINAL RFP.

THE ADDENDUM ACKNOWLEDGMENT FORM SHALL BE SIGNED BY AN AUTHORIZED COMPANY REPRESENTATIVE, DATED AND RETURNED WITH THE PROPOSAL AS INSTRUCTED IN SECTION 5, PROPOSAL SUBMISSION REQUIREMENTS. FAILURE TO DO SO MAY SUBJECT THE PROPOSER TO DISQUALIFICATION.

Failure to file a protest within the time prescribed in Section 120.57(3), Florida Statutes, or failure to post the bond or other security required by law within the time allowed for filing a bond shall constitute a waiver of proceedings under Chapter 120, Florida Statutes.

PROPOSER: _____ BY: _____

ADDRESS: _____ PHONE: _____

CITY, STATE: _____ DATE: _____

AUTHORIZED SIGNATURE: _____

~~transportation. The Contractor shall use telemedicine for clinical consultations whenever possible, unless directed otherwise by the Department.~~

~~The Contractor will be responsible for the cost of the acquiring and maintaining the necessary telemedicine communication system, equipment and consultations provided by telemedicine. The contractor will also be responsible for paying for all telemedicine service line charges for calls related to provision of health care to Department inmates.~~

~~The proposed solution must meet the following minimum requirements, and shall be approved by the Department's Office of Information Technology (OIT):~~

- ~~Platform –~~
- ~~Browser IE6, IE7, IE8~~
- ~~Useable at 800x600 resolutions~~
- ~~Runs on a 64-bit platform Windows 2003 server & above~~
- ~~Application runs on Microsoft SQL 2008 or 2005 environment and above~~
- ~~Application capable of running in a 64-bit environment~~
- ~~Network –~~
- ~~Application supports clients connecting at T1, T3, WAN speed, and 100 mbps~~
- ~~Must integrate with supporting single sign-on User ID~~
- ~~Must support HL7 compatibility as well as other data standards~~

~~The proposed solution will be Intranet web-based and users will need Internet Explorer to access the application. The personal computer shall have a minimum of MS XP Pro, 512 MB RAM & 1GHz CPU. Users will not be required to have a client module on their PC. Must be Windows Active Directory compliant, capable of supporting single sign-on and be centrally managed by User ID. Updates (including white papers), patches and fixes must be approved by the Department's Office of Information Technology; however, the Contractor will be responsible for any up-load and install.~~

~~Software offered must have the ability to:~~

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

3.16 Computer and Information Systems

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

3.16.1 Corporate Access to the Departments Network

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

3.16.2 LAN to LAN Connections

operating the latest available software versions and applicable patches, and have the following implemented with supporting policies or procedures available for review by the Department:

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

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

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

3.16.4 Contractor's Network

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

The Department will make available to the Contractor, at the Contractor's expense, PCs and printers currently being used by Health Services staff and that said equipment is the property of the Department. If the Contractor decides to use the equipment then the Contractor assumes responsibility for the equipment and the equipment will be treated like other Contractor equipment. This responsibility will include, but is not all inclusive, configuration, maintenance, support, upgrade, replacement and other requirements specified within this RFP. The equipment will not reside on the Department's network. The equipment (or its replacement) shall remain the property of the Department upon expiration or termination of the contract. Other references in regards to ownership, usage, transfer, end of contract and related subjects, apart from PCs and printers, still apply.

3.16.5 Transmitting Health Information via E-mail

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

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

If the Contractor requires using e-mail to transport ePHI or other confidential health information it must establish and host an e-mail encryption solution. The solution must be approved by the Department's Office

of Information Technology (OIT) and meet or exceed the federal and state regulations mentioned above before implementation.

3.16.6 Contractor Data Availability

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

Responses to Written Inquiries
RFPs #11-DC-8324, #11-DC-8325, #11-DC-8326, #11-DC-8327, & #11-DC-8328
Comprehensive Healthcare Services in Regions I, II, III, and IV

Questions are color-coded as follows:

Highlighted in YELLOW→ RFP #11-DC-8324 Comp HS Regions I, II, & III
Highlighted in GREEN → RFP #11-DC-8325 Comp HS Region I
Highlighted in BLUE → RFP #11-DC-8326 Comp HS Region II
Highlighted in PINK → RFP #11-DC-8327 Comp HS Region III
With text in GREEN → RFP #11-DC-8328 Comp HS Region IV
With normal text (black font/white background) → All 5 RFPs
With text in BLUE → Apply only to individual RFPs #11-DC-8325, #11-DC-8326, #11-DC-8327, and #11-DC-8328
With text in RED → Apply only to individual RFPs #11-DC-8325, and #11-DC-8327

Q&As highlighted in GRAY correspond to any new/revised information provided in Addendum #4.

All written inquiries are reproduced in the same format as submitted by the Contractor, unless otherwise indicated.

CORIZON	
Question #44	31. Section 3.16, Page 51-57; Computer and Information Systems: a. *Question: Can you please define the requirements for the "automated, integrated tracking and reporting system"? What systems and information should be available in this reporting system?* b. *Question: In regards to software licenses, since some companies like Microsoft do not allow licenses to transfer from one company to another, will the contractor be allowed to purchase these in the DOC's name as a pass through cost? This can alleviate a lot of transition issues at the end of a contract* c. *Question: Will the DOC accept HL7 and NCPDP as valid transactions for interfacing?* d. *Question: Please identify the Work Camps, Forestry Camps, Road Prisons, and Re-Entry Centers that share a common network wiring infrastructure with Major Institutions.* The RFP states that the EHR must integrate and exchange encounter data in XML format including documentation version control and signature encryption. e. *Question: Does the Department have a specific need or requirement regarding this data such as integration with a Health Exchange or RHIO?* f. *Question: Is the Department's email server capable of using TRANSPORT LAYER SECURITY (TLS) encryption?* The RFP states that the EHR must be able to exchange data with other systems as approved by OIT and OHS. g. *Question: Can the Department identify the systems that will need to exchange data with the EHR as*

	part of the initial deployment? Please include a list of unique systems requiring interfaces including Offender Management, Lab, Pharmacy, and Digital Imaging. h. *Question: Does the Department have any requirements regarding the integration protocols that must be used? Will the Department support standard interface protocols including HL7, NCPDP for integration with various systems including Offender Management Systems, Lab Systems, and Pharmacy System?* The RFP states that the EHR must be able to combine patient records including scanned documents and dynamic (keyed) data entry document types. i. *Question: Please confirm that dynamic (keyed) data entry document types are common EHR documents such as structured progress notes, orders, telephone encounter notes, etc... If this assumption is incorrect, please specify what is meant by this requirement.* The Department states that the contractor must not utilize a Virtual Private Network (VPN). j. *Question: Will the Department allow an exception for using VPN when the main network is down or during a Disaster Recovery/Business Continuity incident?* k. *Question: Would the Department approve the use of a Private MPLS secure network to connect from the DOC facilities to the hosted (EHR) application?* l. *Question: If regions are awarded to different contractors, how does the department intend to handle deployment of the EMR? Will there be a single solution and what contractor(s) will be responsible for implementation and cost?* The RFP states that the contractor must not utilize a Virtual Private Network (VPN). m. *Question: Would the Florida Department of Corrections approve the use of a private MPLS secure network to connect from the facilities to the hosted (HER) application?*
Answer #44	a. See revised Section 3.16 on Revised Page 51 (Revision #2), included with Addendum #4. b. No, see section 3.16. The Vendor is responsible for obtaining the proper licenses. The Department cannot purchase licenses for a private company. c. The Department will accept HL7; however, the Department will need to review the version number and layout before approving the format. Please see sections 3.31.1 and 3.16.6.1 for more information. d. The vendor is responsible for defining and establishing their own data network and data (Internet) communications. e. The data must integrate with existing Department systems: i.e., OBIS. f. Yes g. At a minimum, the vendor must provide capabilities as described in section 3.16.6.1. This capability shall allow data exchanges to occur with the Offender Based Information System (OBIS). However, other exchanges of data are dependent on the negotiation with the selected

	vendor. Please see section 3.31.1 and 3.16.6.1 for more information as well as references to CARP and OBIS in section 3.34.1 Performance Outcomes, Measures, and Standards. h. The Department requires that the Vendor system integrate with OBIS. The Department will accept HL7; however, the Department will need to review the version number and layout before approving the format. i. The assumption is correct. j. No, the standard is to use a VPN to connect into the Department's network. The Department does not allow a direct connect into systems that would provide a feasible alternative to circumvent an outage to the network. k. The Department may approve a separate network that meets the standards required by the Department of Management Services and any CJIS security policies. l. If multiple Vendors are selected, then each can use their own EHR system. The Vendors, at their own cost, will be responsible for integrating their systems to each other. m. The Department will approve a separate network that meets the standards required by the Department of Management Services and any CJIS security policies.
ARMOR CORRECTIONAL HEALTH SERVICES	
Question #158	2. Are we to assume the Collective Bargaining Agreements will remain in effect? a. If so, what portion of the rate does the Department pay for health insurance premiums broken down by tier (i.e. employee, employee spouse, employee children, employee family)? b. How much does the Department contribute to employee retirement (% of salaries)? Clarification requested by CORIZON, on November 22, 2011 In order to conduct a fair comparison and for bidders to demonstrate the required 7% reduction in costs, it is imperative that the total costs of the DC healthcare staff be included in the baseline costs as reported in the Total Expenditures by Location 2009-2010 Revised Summary included on the CD as part of Addendum #3. Are the DC healthcare staff employee retirement costs of 4.91% for regular retirement and 14.1% for special risk included in the Total Expenditures by Location 2009-2010 Revised Summary included on the CD as part of Addendum #3? If the above costs are not included in the total expenditure report, given the fact these are costs the state is currently incurring that will no longer be incurred once privatized, will the state incorporate these costs into the Total Expenditure Report and revise it accordingly so that a true comparison of total costs can be measured? Are there any other costs, such as employee health insurance, workers compensation insurance, etc. that are not included in the Total Expenditure Report? If so, will you include these costs?
Answer #158	No, employees will be the responsibility of the contractor. Former employees of the Department will no longer be represented by CBA's with the State of Florida. a. N/A b. Regular retirement – 4.91%; Special risk – 14.10% All costs are included in the Total Expenditure Report. The retirement rates in effect in FY 2009-2010 were 9.85% for regular retirement and 20.92% for special risk retirement.

WEXFORD HEALTH SOURCES	
Question #310	98. The *Price Information Sheet* requires bidders to submit a single Per-Inmate-Per-Day price that will remain the same throughout the first five years of the contract. Bidders must therefore build four years of inflationary increases — averaging more than 4% annually in Florida (2006-2010) — into this single Per-Inmate-Per-Day price. Given this fact, how does the DC want bidders to present their Year One pricing that demonstrates the required cost savings of at least seven percent less than the Department's Fiscal Year 2009-2010 healthcare expenditures? Clarification requested by CORIZON, on November 22, 2011 The combination of the requirement to reduce costs by at least 7% and to hold pricing level for 5 years results in a requirement in essence to reduce costs over the five year term by significantly more than the 7% required in the proviso language of SB2000. A reasonable interpretation of the proviso language would be to reduce costs by 7% in year one of the contract. Future year costs could then be limited to annual increases in costs no more than medical CPI for the region. The proviso language included in SB 2000 does not contain any language or requirement regarding a single per diem to be held flat for the first five years of the contract. Industry experience in providing correctional healthcare services indicates the requirement to achieve 7% savings in combination with the requirement for a single flat per diem for five years could be impossible for any responsible bidder to achieve given ongoing healthcare inflation. This could result in a procurement where no bidder can meet the RFP specifications and could result in a "no award" that causes the state to forgo significant savings that could otherwise be achieved through this procurement. Therefore, will the state revise the pricing form to enable vendors to submit separate per diems for each year of the contract? This will still enable the state to evaluate costs appropriately, meet the intent of SB 2000 and provide a known, reduced cost to the state for the entire contract period.
Answer #310	Proposers must meet the requirement of SB 2000, see Exhibit X. The Department will not change the terms of the procurement relating to the 7% savings, or provide a CPI escalator. The proviso states: Any intent to award for comprehensive health services is contingent upon a cost savings of at least 7 percent less than the department's Fiscal Year 2009-2010 healthcare expenditures. The proviso allows costs savings in excess of 7 percent of the department's Fiscal Year 2009-2010 healthcare expenditures. Your proposal could result in cost savings of less than 7 percent of the department's Fiscal Year 2009-2010 healthcare expenditures.
MHM Services	
Question #468	91. Please provide a listing of all computer equipment that will be available to the vendor to support the EMR? Please include the model and age of each computer.
Answer #468	See revised Section 3.16.4 on Revised Page 53, included with Addendum #4, regarding PCs and Printers.
Question #476	99. Page 51 Section 3.16 states the Contractor must have an automated, integrated tracking and reporting system. What system/functions/data is this paragraph referring to?
Answer #476	See revised Section 3.16 on Revised Page 51 (Revision #2), included with Addendum #4.
Question #478	101. Please provide an IT equipment inventory list to include OS version, CPU, Memory specifications.

Answer #478	See revised Section 3.16.4 on Revised Page 53, included with Addendum #4, regarding PCs and Printers.
Correctional Medical Associates	
Question #525	17. By Facility, please provide a copy of the Monthly Mental Health "Outside Medical Care Report" FY 2011.
Answer #525	See "Self Injurious Admissions & ER Visits July - September 2011" report included with Addendum #4.
CHC | Correctional Healthcare Companies	
Question #574	16. Will current technological equipment (e.g. computers, printers, copiers, etc.) and medical equipment (e.g. exam tables, stretchers, thermometers, etc.) remain and be available for use by the Contractor?
Answer #574	See revised Section 3.16.4 on Revised Page 53, included with Addendum #4, regarding PCs and Printers.

Hospital Code	Hospital Name	Region	Originating Institution	Days	Diagnosis	COSTS
ATM	TALLAHASSEE MEM REG	1	103 - JEFFERSON C.I.	2	e950.0 - SUICIDE-ANALGESICS	$ 19,896.58
ABM	BAY MEDICAL CENTER	1	110 - NWFRC MAIN UNIT.	1	938 - FOREIGN BODY GI NOS	$ 990.00
ABM	BAY MEDICAL CENTER	1	110 - NWFRC MAIN UNIT.	2	938 - FOREIGN BODY GI NOS	$ 4,000.00
BMM	MEM. MED CT. OF JAX	1	135 - SANTA ROSA ANNEX	7	938 - FOREIGN BODY GI NOS	$ 11,638.57
ABH	BAPTIST HOSPITAL	1	135 - SANTA ROSA ANNEX	1	e956 - SUI/SELF-INJ BY CUT INST	$ 12,000.00
ABH	BAPTIST HOSPITAL	1	135 - SANTA ROSA ANNEX	1	e956 - SUI/SELF-INJ BY CUT INST	$ 22,280.50
ABH	BAPTIST HOSPITAL	1	135 - SANTA ROSA ANNEX	2	e956 - SUI/SELF-INJ BY CUT INST	$ 37,434.15
ABH	BAPTIST HOSPITAL	1	135 - SANTA ROSA ANNEX	2	e956 - SUI/SELF-INJ BY CUT INST	$ 23,339.50
ABH	BAPTIST HOSPITAL	1	135 - SANTA ROSA ANNEX	2	e956 - SUI/SELF-INJ BY CUT INST	$ 32,330.60
ASR	SANTA ROSA MED CT	1	135 - SANTA ROSA ANNEX	3	e956 - SUI/SELF-INJ BY CUT INST	$ 52,025.35
ABH	BAPTIST HOSPITAL	1	135 - SANTA ROSA ANNEX	5	e956 - SUI/SELF-INJ BY CUT INST	$ 81,138.50
ABH	BAPTIST HOSPITAL	1	135 - SANTA ROSA ANNEX	2	e956 - SUI/SELF-INJ BY CUT INST, e958 - SUICIDE/SELF-INJ NEC/NOS	$ 29,747.00
BMM	MEM. MED CT. OF JAX	2	201 - COLUMBIA C.I.	1	938 - FOREIGN BODY GI NOS	$ 3,306.94
BMM	MEM. MED CT. OF JAX	2	201 - COLUMBIA C.I.	7	938 - FOREIGN BODY GI NOS	$ 15,639.00
BMM	MEM. MED CT. OF JAX	2	201 - COLUMBIA C.I.	3	977.9 - POISON-MEDICINAL AGT NOS	$ 3,350.19
BMM	MEM. MED CT. OF JAX	2	201 - COLUMBIA C.I.	3	977.9 - POISON-MEDICINAL AGT NOS	$ 4,416.81
BMM	MEM. MED CT. OF JAX	2	209 - R.M.C.- MAIN UNIT	7	938 - FOREIGN BODY GI NOS	$ 15,528.14
BMM	MEM. MED CT. OF JAX	2	209 - R.M.C.- MAIN UNIT	2	938 - FOREIGN BODY GI NOS	$ 3,880.67
BMM	MEM. MED CT. OF JAX	2	209 - R.M.C.- MAIN UNIT	20	938 - FOREIGN BODY GI NOS	$ 126,925.07
BMM	MEM. MED CT. OF JAX	2	209 - R.M.C.- MAIN UNIT	1	939.0 - FB BLADDER & URETHRA	$ 1,784.56
BMM	MEM. MED CT. OF JAX	2	209 - R.M.C.- MAIN UNIT	1	939.0 - FB BLADDER & URETHRA	$ 1,394.95
BMM	MEM. MED CT. OF JAX	2	209 - R.M.C.- MAIN UNIT	2	939.0 - FB BLADDER & URETHRA	$ 6,051.35
BMM	MEM. MED CT. OF JAX	2	209 - R.M.C.- MAIN UNIT	2	939.0 - FB BLADDER & URETHRA	$ 5,254.51

Hospital Code	Hospital Name	Region	Originating Institution	Days	Diagnosis	COSTS
BMM	MEM. MED CT. OF JAX	2	209 - R.M.C.- MAIN UNIT	2	939.0 - FB BLADDER & URETHRA	$ 8,534.45
BMM	MEM. MED CT. OF JAX	2	209 - R.M.C.- MAIN UNIT	8	939.0 - FB BLADDER & URETHRA	$ 6,794.36
BMM	MEM. MED CT. OF JAX	2	209 - R.M.C.- MAIN UNIT	1	939.3 - FOREIGN BODY PENIS	$ 5,703.52
BMM	MEM. MED CT. OF JAX	2	209 - R.M.C.- MAIN UNIT	3	977.9 - POISON-MEDICINAL AGT NOS	$ 8,090.47
BMM	MEM. MED CT. OF JAX	2	209 - R.M.C.- MAIN UNIT	14	995.2 - ADV EFF MED/BIOL SUB NOS	$ 36,322.80
BSH	SHANDS TEACHING HOSP	2	209 - R.M.C.- MAIN UNIT	1	E953.0 - SUICIDE-HANGING	$ 20,359.52
BMM	MEM. MED CT. OF JAX	2	209 - R.M.C.- MAIN UNIT	1	E958 - SUICIDE/SELF-INJ NEC/NOS	$ 545.56
BMM	MEM. MED CT. OF JAX	2	213 - UNION C.I.	1	977.9 - POISON-MEDICINAL AGT NOS	$ 3,626.86
BMM	MEM. MED CT. OF JAX	2	218 - TAYLOR C.I.	22	938 - FOREIGN BODY GI NOS	$ 72,713.31
ATM	TALLAHASSEE MEM REG	2	218 - TAYLOR C.I.	7	e956 - SUI/SELF-INJ BY CUT INST	$ 25,981.93
BMM	MEM. MED CT. OF JAX	2	230 - SUWANNEE C.I	1	938 - FOREIGN BODY GI NOS	$ 2,349.36
BMM	MEM. MED CT. OF JAX	2	250 - HAMILTON ANNEX	2	977.9 - POISON-MEDICINAL AGT NOS	$ 2,698.88
BMM	MEM. MED CT. OF JAX	2	251 - COLUMBIA ANNEX	3	977.9 - POISON-MEDICINAL AGT NOS	$ 2,535.33
BMM	MEM. MED CT. OF JAX	3	312 - LAKE C.I.	1	937 - FOREIGN BODY ANUS/RECTUM	$ 1,219.85
BMM	MEM. MED CT. OF JAX	3	312 - LAKE C.I.	1	938 - FOREIGN BODY GI NOS	$ 5,541.96
COG	FLA HOSPITAL, E.ORL	3	312 - LAKE C.I.	2	938 - FOREIGN BODY GI NOS	$ 4,828.10
COG	FLA HOSPITAL, E.ORL	3	312 - LAKE C.I.	2	938 - FOREIGN BODY GI NOS	$ 11,611.95
CSL	SOUTH LAKE MEM. HOSP	3	312 - LAKE C.I.	2	938 - FOREIGN BODY GI NOS	$ 7,979.19
COG	FLA HOSPITAL, E.ORL	3	312 - LAKE C.I.	3	938 - FOREIGN BODY GI NOS	$ 17,971.89
COG	FLA HOSPITAL, E.ORL	3	312 - LAKE C.I.	3	938 - FOREIGN BODY GI NOS	$ 15,030.49
CSL	SOUTH LAKE MEM. HOSP	3	312 - LAKE C.I.	3	938 - FOREIGN BODY GI NOS	$ 5,128.10
CSL	SOUTH LAKE MEM. HOSP	3	312 - LAKE C.I.	3	938 - FOREIGN BODY GI NOS	$ 17,815.46
COG	FLA HOSPITAL, E.ORL	3	312 - LAKE C.I.	6	938 - FOREIGN BODY GI NOS	$ 16,597.99
COG	FLA HOSPITAL, E.ORL	3	312 - LAKE C.I.	6	938 - FOREIGN BODY GI NOS	$ 7,945.17
COG	FLA HOSPITAL, E.ORL	3	312 - LAKE C.I.	8	938 - FOREIGN BODY GI NOS	$ 44,867.70
COG	FLA HOSPITAL, E.ORL	3	312 - LAKE C.I.	9	938 - FOREIGN BODY GI NOS	$ 43,957.91
COG	FLA HOSPITAL, E.ORL	3	312 - LAKE C.I.	2	939 - FOREIGN BODY GU TRACT	$ -
COG	FLA HOSPITAL, E.ORL	3	312 - LAKE C.I.	1	e915 - FB ENTERING OTH ORIFICE	$ 10,157.27
COG	FLA HOSPITAL, E.ORL	3	312 - LAKE C.I.	2	e956 - SUI/SELF-INJ BY CUT INST	$ 4,130.94

Hospital Code	Hospital Name	Region	Originating Institution	Days	Diagnosis	COSTS
COG	FLA HOSPITAL, E.ORL	3	312 - LAKE C.I.	2	e956 - SUI/SELF-INJ BY CUT INST	$ 13,648.43
CSL	SOUTH LAKE MEM. HOSP	3	312 - LAKE C.I.	3	e956 - SUI/SELF-INJ BY CUT INST	$ 5,072.35
CSL	SOUTH LAKE MEM. HOSP	3	312 - LAKE C.I.	4	e956 - SUI/SELF-INJ BY CUT INST	$ 13,006.54
DKR	KENDALL REG MED CT	4	401 - EVERGLADES C.I.	7	938 - FOREIGN BODY GI NOS	$ 80,260.50
DKR	KENDALL REG MED CT	4	402 - S.F.R.C.	14	938 - FOREIGN BODY GI NOS	$ 183,702.04
DKR	KENDALL REG MED CT	4	402 - S.F.R.C.	1	e956 - SUI/SELF-INJ BY CUT INST	$ 53,263.00
DKR	KENDALL REG MED CT	4	402 - S.F.R.C.	1	e956 - SUI/SELF-INJ BY CUT INST	$ 17,195.00
DKR	KENDALL REG MED CT	4	402 - S.F.R.C.	1	e956 - SUI/SELF-INJ BY CUT INST	$ 12,793.00
DKR	KENDALL REG MED CT	4	402 - S.F.R.C.	1	e956 - SUI/SELF-INJ BY CUT INST	$ 4,136.00
DKR	KENDALL REG MED CT	4	430 - MARTIN C.I.	3	937 - FOREIGN BODY ANUS/RECTUM	$ 12,966.00
DKR	KENDALL REG MED CT	4	463 - DADE C.I.	1	E956 - SUI/SELF-INJ BY CUT INST	$ 82,006.00
DKR	KENDALL REG MED CT	4	463 - DADE C.I.	1	e956 - SUI/SELF-INJ BY CUT INST	$ 16,147.08
DKR	KENDALL REG MED CT	4	463 - DADE C.I.	1	e956 - SUI/SELF-INJ BY CUT INST	$ 10,898.00
DKR	KENDALL REG MED CT	4	463 - DADE C.I.	2	e956 - SUI/SELF-INJ BY CUT INST	$ 36,304.65
DKR	KENDALL REG MED CT	4	475 - BROWARD C.I.	1	e956 - SUI/SELF-INJ BY CUT INST	$ 75.00
DKR	KENDALL REG MED CT	4	501 - HARDEE C.I.	1	938 - FOREIGN BODY GI NOS	$ 24,051.20
DKR	KENDALL REG MED CT	4	501 - HARDEE C.I.	4	938 - FOREIGN BODY GI NOS	$ 49,933.41
DKR	KENDALL REG MED CT	4	510 - CHARLOTTE C.I.	1	e956 - SUI/SELF-INJ BY CUT INST	$ 11,085.59
DKR	KENDALL REG MED CT	4	510 - CHARLOTTE C.I.	1	e956 - SUI/SELF-INJ BY CUT INST	$ 6,240.00
DKR	KENDALL REG MED CT	4	510 - CHARLOTTE C.I.	2	e956 - SUI/SELF-INJ BY CUT INST	$ 17,404.50
BMM	MEM. MED CT. OF JAX		207 - R.M.C. HOSPITAL	1	938 - FOREIGN BODY GI NOS	$ 2,999.48
						$ 1,578,581.03

SELF-INJURIOUS EMERGENCY ROOM VISITS
JULY THROUGH SEPTEMBER, 2011

Current Institution	Originating Facility Code	Originating Facility Name	Originating Region	Service Location	Diagnosis Code(s)	COSTS
SANTA ROSA ANNEX	135	SANTA ROSA ANNEX	1	ABH	e956 - SUI/SELF-INJ BY CUT INST	$ 10,339.00
SANTA ROSA ANNEX				CSL	e956 - SUI/SELF-INJ BY CUT INST	$ 291.76
GULF C.I.	109	GULF C.I.	1	ABM	e956 - SUI/SELF-INJ BY CUT INST	$ 2,516.84
ORANGE	110	NWFRC MAIN UNIT.	1	ABM	E956 - SUI/SELF-INJ BY CUT INST	$ -
UNION C.I.	573	ZEPHYRHILLS C.I.	3	COG	977.9 - POISON-MEDICINAL AGT NOS	$ 2,277.00
S.F.R.C.	110	NWFRC MAIN UNIT.	1	ABM	938 - FOREIGN BODY GI NOS	$ 800.00
SANTA ROSA C.I.	135	SANTA ROSA ANNEX	1	ABH	938 - FOREIGN BODY GI NOS	$ 5,971.00
LAKE C.I.	320	CFRC-MAIN	3	COG	e956 - SUI/SELF-INJ BY CUT INST	$ 6,089.76
SANTA ROSA C.I.	110	NWFRC MAIN UNIT.	1	ABM	E956 - SUI/SELF-INJ BY CUT INST	$ -
UNION C.I.				ABH	E956 - SUI/SELF-INJ BY CUT INST	$ 37,434.15
TOMOKA C.I.	282	TOMOKA C.I.	3	BHX	977.9 - POISON-MEDICINAL AGT NOS	$ -
JEFFERSON C.I.	105	CALHOUN C.I.	1	ACH	977.9 - POISON-MEDICINAL AGT NOS	$ 16,340.37
ZEPHYRHILLS C.I.	573	ZEPHYRHILLS C.I.	3	EPM	e956 - SUI/SELF-INJ BY CUT INST	$ 1,732.28
R.M.C.- MAIN UNIT	230	SUWANNEE C.I	2	BSU	E956 - SUI/SELF-INJ BY CUT INST	$ 11,596.06
JEFFERSON C.I.	282	TOMOKA C.I.	3	BHX	977.9 - POISON-MEDICINAL AGT NOS	$ -
DADE C.I.	104	JACKSON C.I.	1	AJH	977.9 - POISON-MEDICINAL AGT NOS	$ 1,912.00

SELF-INJURIOUS EMERGENCY ROOM VISITS
JULY THROUGH SEPTEMBER, 2011

Current Institution	Originating Facility Code	Originating Facility Name	Originating Region	Service Location	Diagnosis Code(s)	COSTS
LAKE C.I.	312	LAKE C.I.	3	CSL	939 - FOREIGN BODY GU TRACT	$ 633.76
LAKE C.I.	312	LAKE C.I.	3	COG	939 - FOREIGN BODY GU TRACT	$ 161.14
UNION C.I.	312	LAKE C.I.	3	CSL	e956 - SUI/SELF-INJ BY CUT INST	$ 1,597.55
CHARLOTTE C.I.	430	MARTIN C.I.	4	DMA	E956 - SUI/SELF-INJ BY CUT INST	$ 7,362.07
LAKE C.I.	101	APALACHEE WEST UNIT	1	AJH	977.9 - POISON-MEDICINAL AGT NOS	$ 2,305.00
ZEPHYRHILLS C.I.	510	CHARLOTTE C.I.	4	ELE	E956 - SUI/SELF-INJ BY CUT INST	$ 2,106.50
ZEPHYRHILLS C.I.	510	CHARLOTTE C.I.	4	ELE	E956 - SUI/SELF-INJ BY CUT INST	$ 1,288.00
I.N.S	219	LAKE CITY C.F.	2	BLS	789.0 - ABDOMINAL PAIN, 977.9 - POISON-MEDICINAL AGT NOS	$ -
TAYLOR ANNEX	251	COLUMBIA ANNEX	2	BLS	977.9 - POISON-MEDICINAL AGT NOS	$ 2,535.33
LEVY	107	HOLMES C.I.	1	BDM	939.3 - FOREIGN BODY PENIS	$ 331.00
LAKE C.I.	118	WAKULLA C.I.	1	ATM	938 - FOREIGN BODY GI NOS	$ -
APALACHEE WEST UNIT	101	APALACHEE WEST UNIT	1	AJH	977.9 - POISON-MEDICINAL AGT NOS	$ 1,586.00
APALACHEE EAST UNIT	120	LIBERTY C.I.	1	ACH	E956 - SUI/SELF-INJ BY CUT INST	$ 172.00
TENNESSEE	109	GULF C.I.	1	ABM	938 - FOREIGN BODY GI NOS	$ 6,650.94
LAKE C.I.	312	LAKE C.I.	3	CSL	938 - FOREIGN BODY GI NOS	$ 4,880.36
APALACHEE WEST UNIT				AJH	977.9 - POISON-MEDICINAL AGT NOS	$ 3,286.00

SELF-INJURIOUS EMERGENCY ROOM VISITS
JULY THROUGH SEPTEMBER, 2011

Current Institution	Originating Facility Code	Originating Facility Name	Originating Region	Service Location	Diagnosis Code(s)	COSTS
TOMOKA C.I.	214	PUTNAM C.I.	3	BPC	e956 - SUI/SELF-INJ BY CUT INST	$ -
UNION C.I.	312	LAKE C.I.	3	COG	938 - FOREIGN BODY GI NOS	$ 828.41
UNION C.I.	312	LAKE C.I.	3	CSL	938 - FOREIGN BODY GI NOS	$ 4,657.48
UNION C.I.	312	LAKE C.I.	3	CSL	e956 - SUI/SELF-INJ BY CUT INST	$ 4,130.94
UNION C.I.	320	CFRC-MAIN	3	CSL	e956 - SUI/SELF-INJ BY CUT INST	$ 667.08
LOWELL ANNEX	367	LOWELL ANNEX	3	BSH	938 - FOREIGN BODY GI NOS	$ 2,269.38
NWFRC MAIN UNIT.	110	NWFRC MAIN UNIT.	1	ABM	E956 - SUI/SELF-INJ BY CUT INST	$ -
R.M.C.- MAIN UNIT	510	CHARLOTTE C.I.	4	ELE	884.0 - OPEN WOUND ARM MULT/NOS	$ 3,958.00
R.M.C.- MAIN UNIT	510	CHARLOTTE C.I.	4	EMC	E956 - SUI/SELF-INJ BY CUT INST, 879.3 - OPN WND ANT ABDOMEN-COMP	$ 2,991.93
CHARLOTTE C.I.	210	NEW RIVER CI	2	BSH	977.9 - POISON-MEDICINAL AGT NOS	$ 3,734.04
JACKSON C.I.	104	JACKSON C.I.	1	AJH	977.9 - POISON-MEDICINAL AGT NOS	$ 4,356.51
UNION C.I.	282	TOMOKA C.I.	3	BHX	e956 - SUI/SELF-INJ BY CUT INST	$ -
ESCAMBIA	219	LAKE CITY C.F.	2	BLS	977.9 - POISON-MEDICINAL AGT NOS	$ -
UNION C.I.	135	SANTA ROSA ANNEX	1	ABH	938 - FOREIGN BODY GI NOS	$ 2,909.00
LAKE C.I.	312	LAKE C.I.	3	CSL	939 - FOREIGN BODY GU TRACT	$ 2,926.06
LAKE C.I.	312	LAKE C.I.	3	COG	939 - FOREIGN BODY GU TRACT	$ 105.02

SELF-INJURIOUS EMERGENCY ROOM VISITS
JULY THROUGH SEPTEMBER, 2011

Current Institution	Originating Facility Code	Originating Facility Name	Originating Region	Service Location	Diagnosis Code(s)	COSTS
R.M.C.- MAIN UNIT	312	LAKE C.I.	3	COG	939 - FOREIGN BODY GU TRACT	$ 1,163.12
UNION C.I.	119	SANTA ROSA C.I.	1	ABH	E956 - SUI/SELF-INJ BY CUT INST	$ 3,357.00
UNKNOWN-2				ABM	E958 - SUICIDE/SELF-INJ NEC/NOS, E956 - SUI/SELF-INJ BY CUT INST	$ -
BROWARD C.I.	367	LOWELL ANNEX	3	CMC	e956 - SUI/SELF-INJ BY CUT INST	$ 1,157.23
SUWANNEE C.I	230	SUWANNEE C.I	2	BSU	884.0 - OPEN WOUND ARM MULT/NOS, 789.0 - ABDOMINAL PAIN, E956 - SUI/SELF-INJ BY CUT INST	$ 565.52
NWFRC MAIN UNIT.	110	NWFRC MAIN UNIT.	1	ABM	884.0 - OPEN WOUND ARM MULT/NOS, E956 - SUI/SELF-INJ BY CUT INST	$ -
ZEPHYRHILLS C.I.	573	ZEPHYRHILLS C.I.	3	EPM	977.9 - POISON-MEDICINAL AGT NOS	$ 8,518.76
R.M.C.- MAIN UNIT	103	JEFFERSON C.I.	1	ATM	E958 - SUICIDE/SELF-INJ NEC/NOS, E983 - UNDETERM CIRC-SUFFOCATN	$ 4,881.73
LAKE C.I.	312	LAKE C.I.	3	COG	938 - FOREIGN BODY GI NOS	$ 9,649.61
LANCASTER C.I.	281	LANCASTER C.I.	2	BSH	939.3 - FOREIGN BODY PENIS	$ 5,744.48
MARTIN C.I.	312	LAKE C.I.	3	COG	939 - FOREIGN BODY GU TRACT	$ 1,691.38
LAKE C.I.	135	SANTA ROSA ANNEX	1	AJH	972.6 - POIS-ANTIHYPERTEN AGENT	$ 2,186.51
UNION C.I.	205	FLORIDA STATE PRISON	2	BMM	977.9 - POISON-MEDICINAL AGT NOS	$ 3,329.18

SELF-INJURIOUS EMERGENCY ROOM VISITS
JULY THROUGH SEPTEMBER, 2011

Current Institution	Originating Facility Code	Originating Facility Name	Originating Region	Service Location	Diagnosis Code(s)	COSTS
OKALOOSA C.I.	107	HOLMES C.I.	1	ADM	977.9 - POISON-MEDICINAL AGT NOS	$ 2,419.00
SANTA ROSA C.I.	110	NWFRC MAIN UNIT.	1	EMC	E956 - SUI/SELF-INJ BY CUT INST	$ -
DESOTO WORK CAMP	564	DESOTO ANNEX	4	EDM	879.8 - OPEN WOUND SITE NOS	$ 1,892.92
						$ 212,286.16

ADDENDUM ACKNOWLEDGEMENT FORM
RFP #11-DC-8324
A D D E N D U M #5

Department of Corrections
4070 Esplanade Way
Tallahassee, Florida 32399-2500

SOLICITATION NO.: RFP #11-DC-8324

SOLICITATION TITLE: Comprehensive Healthcare Services in Regions I, II and III

PROPOSAL DUE: December 19, 2011

OPENING DATE: December 20, 2011

ADDENDUM NO.: Five (5) DATE: November 30, 2011

PLEASE BE ADVISED THAT THE FOLLOWING CHANGES ARE APPLICABLE TO THE ORIGINAL SPECIFICATIONS OF THE ABOVE-REFERENCED RFP:

This addendum includes the following:

1. Revised Page 12 is being provided for clarification purposes, since it includes revisions from Addendum #1 and Addendum #3.
2. Revised Pages 53, 57, 123, 124, 150, and 179, have been replaced with Revised Pages 53 (Revision #2), 57 (Revision #2), 123 (Revision #2), 124 (Revision #2), 150 (Revision #2), and 179 (Revision #2). Revisions are highlighted in green.
3. Pages 113, 121, 125, 127, 128, 129, 130, 131, 132, 133, and 134, have been replaced with Revised Pages 113, 121, 125, 127, 128, 129, 130, 131, 132, 133, and 134. Revisions are highlighted in green.
4. "Health Services Salaries Benefits by Region" Report.
5. "HS Filled Vacant Positions FY0 9-10 2011-11-29" Report.

If you have any difficulty in downloading any of the attached documents, please call or e-mail a request for copies to the Procurement Manager.

THIS ADDENDUM NOW BECOMES A PART OF THE ORIGINAL RFP.

THE ADDENDUM ACKNOWLEDGMENT FORM SHALL BE SIGNED BY AN AUTHORIZED COMPANY REPRESENTATIVE, DATED AND RETURNED WITH THE PROPOSAL AS INSTRUCTED IN SECTION 5, PROPOSAL SUBMISSION REQUIREMENTS. FAILURE TO DO SO MAY SUBJECT THE PROPOSER TO DISQUALIFICATION.

Failure to file a protest within the time prescribed in Section 120.57(3), Florida Statutes, or failure to post the bond or other security required by law within the time allowed for filing a bond shall constitute a waiver of proceedings under Chapter 120, Florida Statutes.

PROPOSER: _____ BY: _____

ADDRESS: _____ PHONE: _____

CITY, STATE: _____ DATE: _____

AUTHORIZED SIGNATURE: _____

The Contractor must understand that the institutions are first charged with the responsibility for maintaining custody and security for inmates. Therefore, the Department retains authority to assign inmates to the most appropriate institution. The Contractor shall not dispute or refuse acceptance of any inmate assignment based on any medical, dental and/or mental health condition (s).

Proposers shall ensure that any person performing work under the Contract(s) agrees to adhere to all Department procedures, policies, and codes of conduct, including procedures concerning fraternization and contact with inmates. The Proposer shall ensure compliance with all applicable statutes, promulgated rules, court orders, and administrative directives pertaining to the delivery of health care services. The Proposer shall employ health care professionals whose licenses or certifications are clear, active and unrestricted.

Telehealth and/or telemedicine is not currently utilized in any region; however, the Contractor ultimately selected through this RFP process may utilize telehealth at Contractor's own expense to facilitate provision of services where such services can be appropriately provided by these means. Telehealth may only be utilized if it is designed toward and results in improving responsiveness of care, reducing security costs by reducing medical escorts and improving public safety. This service will be considered under any resultant contract as a value added service to be delivered at no cost to the state.

For additional general description of services, see Section 3, Scope of Services Sought.

2.3 Statement of Purpose

For administrative purposes throughout this document, the Department is referring to a vendor, offeror or proposer as "Contractor" and any contract to be issued as a result of this RFP as "the Contract" or "this Contract". This does not mean or imply that any person or firm submitting a response to the RFP as a vendor, offeror or proposer will ultimately be awarded a contract or otherwise become a Contractor as that term is commonly understood. By utilizing the term "Contractor" and "this Contract" or "the Contract" throughout this RFP, the Department will be able to more quickly and efficiently transfer terms and conditions from this RFP document into a Contract document.

All services to be performed by, or under the direction of the Contractor under any resultant contract shall meet or exceed the minimum requirements outlined in this RFP. Under no circumstances shall service delivery meeting less than the minimum service requirements be permitted without the prior written approval of the Department. Otherwise, it shall be considered that services proposed will be performed in strict compliance with the requirements and rules, regulations and governance contained in this RFP and proposers shall be held responsible therefore.

The Department is requesting proposals from qualified vendors who have at least five (5) years of business/corporate experience with appropriately experienced management and at least three (3) years of business/corporate experience, within the last five (5) years, in the provision of comprehensive healthcare services to an aggregate patient population of a minimum of 50,000 ~~inmate~~ patients at any one time in prison, jail or other comparable managed healthcare settings. The Department understands that, due to the size and complexity of the inmate healthcare program, the service solution may require partnerships, joint ventures, and/or subcontracting between two or more companies, and therefore will consider the combined experience and qualifications of any such partnerships meeting these requirements. To ensure the bidding entity is qualified to serve inmate populations in prison settings, the vendor(s), whether responding independently, as a partnership, as a joint venture, or with a response that proposes utilization of subcontractor(s), must collectively have at least five (5) total years of business/corporate experience with appropriately experienced management and at least three (3) total years of business/corporate experience within the last five (5) years, providing comprehensive healthcare with sufficient levels of service in all areas (dental, mental health and physical healthcare) comparable to the service levels sought via this RFP to an ~~inmate~~ patient population of at least 50,000 ~~inmates~~ patients.

Throughout the term of the resultant contract, it will be the policy of the Department to maintain the institutional capacities and functional grades shown in EXHIBIT A at or near the maximum level at each institution. Note: The actual population at each institution may not currently be at maximum capacity; however, the proposer shall be prepared to deliver healthcare services up to and including the identified maximum capacity level during the term of the resultant contract.

Comprehensive healthcare services shall be made available to inmates according to the program definitions and specifications outlined in this RFP and any applicable exhibits. Access to and provision of comprehensive healthcare services will be in accordance with minimum constitutionally adequate levels of healthcare and in compliance with

operating the latest available software versions and applicable patches, and have the following implemented with supporting policies or procedures available for review by the Department:

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

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

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

3.16.4 Contractor's Network

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

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

3.16.5 Transmitting Health Information via E-mail

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

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

If the Contractor requires using e-mail to transport ePHI or other confidential health information it must establish and host an e-mail encryption solution. The solution must be approved by the Department's Office

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

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

3.16.16 Electronic Health Record (EHR)

The Department requires a paperless health record in compliance with the Health Care Reform Act, but no later than January 2014. Contractor must submit a plan for moving from a paper-based record system to a paperless health record. The plan must address such issues as hardware, software, transition, technical support, and ownership at the termination of the contractual period.

If multiple vendors are awarded contracts to provide health care, then those providers must ensure that their electronic health records are compatible so that files can be transferred between different systems.

The Contractor's EHR:

- Must integrate and exchange encounter data in XML format including documentation version control and electronic signature encryption.
- Must be able to exchange data with other systems as approved by OIT and/or required by OHS.
- Must integrate single sign on access for all users to physician and patient medical reference library such as Up-to-date.
- Must provide Hosted solutions with no server hardware onsite. The contractor is to provide complete disaster recovery services including fail over data centers.
- Should combine patient records including scanned documents and dynamic (keyed) data entry document types.
- Should provide the feature of Electronic signature workflows on all document types.
- There should be an option to electronically verify medications on demand with outside providers via RXHUB or similar data sources.
- Should have a device level security for individual PC's and Laptops to access the EHR.
- Must not utilize a Virtual Private Network (VPN).

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

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

3.17 Health Records

All inmates must have a health record that is up-to-date at all times, and that complies with problem-oriented health record format, Department's policy and procedure, and ACA and/or NCCHC standards. The record must accompany the inmate at all health encounters and will be forwarded to the appropriate institution in the event the inmate is transferred. All procedures (including HIPAA and the HITECH Act) concerning confidentiality must be followed.

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

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

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

3.34.1.4.2 Medication Administration Review (MAR)

Outcome: Medication Administration Review (MAR) is completed
Measure: Review the institutional Medication Administration Review (MAR) records
Critical Standard: Achievement of outcome must be ninety-five percent (95%).
Reference: TI 15.14.04 app A; TI 15.14.14 app B; Procedure 403.007; HSB 15.05.19; 64B16-28.501 F.A.C.; 64B16-28.502 F.A.C.; 64B16-28.702 F.A.C.

3.34.1.4.3 Medication Administration Review (MAR) Clinical

Outcome: Drug therapy indicated on Medication Administration Review (MAR) is appropriate as indicated or pursuant to an approved DER..
Measure: Review drug therapy indicated on the Medication Administration Review (MAR)
Critical Standard: Achievement of outcome must be ninety-five percent (95%)
Reference: Current editions of Drug Facts and Comparisons, Physicians' Desk Reference, or the package insert.

3.34.1.4.4 Pyschotropic Drugs

1. Outcome: Inmates prescribed four or more psychotropic drugs have an approved Drug Exception Request (DER) for "Four of more psychotropic drugs".
   Measure: Review Medication Administration Report (MAR) and medical records
   Critical Standard: Achievement of Outcome must be ninety-five percent (95%).
   Reference: HSB 15.14.03; HSB 15.05.19

2. Outcome: Inmates on two or more psychotropic drugs in the same class have an approved Drug Exception Request (DER) for "two or more psychotropic drugs in the same class".
   Measure: Review Medication Administration Report (MAR) and medical records
   Critical Standard: Achievement of Outcome must be ninety-five percent (95%)
   Reference: HSB 15.14.03; HSB 15.05.19

3.34.1.4.5 Pharmacy Inspections

1. Outcome: Compliant on monthly Consultant Pharmacist inspections
   Measure: Review monthly Consultant Pharmacist inspections
   Critical Standard: Achievement of Outcome must be ninety percent (90%)
   Reference: TI 15.14.04 app A; 64B16-28.501 F.A.C.; 64B16-28.502 F.A.C.; 64B16-28.702 F.A.C.; 465 F.S.

2. Outcome: Deficiencies in previous Consultant Pharmacist Monthly Inspection Report are corrected
   Measure: Review monthly Consultant Pharmacist inspections
   Critical Standard: Achievement of Outcome must be ~~one hundred~~ ninety percent (~~100%~~ 90%)

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

A Contract Monitoring tool will be developed and administered by the Department's Office of Health Services in accordance with the requirements in this contract. The monitoring tool will be utilized in review of Contractor's performance.

To further assist in the contract monitoring process, the Department has established a Contractor's Self-Certification of Compliance checklist, which will be incorporated as an attachment to the Contract Monitoring tool to be developed. The Self-Certification of Compliance will be retained in the Contract Manager's file and the official Contract file. The Contractor shall complete the Self-Certification of Compliance checklist within thirty (30) days of execution of this Contract and forward the original to the Contract Manager. All documents referenced in the Self-Certification of Compliance checklist shall be maintained by the Contractor and copies shall be provided to the Department upon request, within three (3) business days.

3.35.1 Monitoring Performance Outcomes, Measures, and Standards

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

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

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

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

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

~~Note: The Contractor shall correct all identified non-compliant service delivery issues related to the Contractor's failure to meet the Performance Outcomes and Standards identified in Section 3.34.1, Performance Outcomes, Measures, and Standards; however, this shall not negate the fact that a Performance Outcome and Standard has not been met and that liquidated damages will be imposed in accordance with Section 3.36, Liquidated Damages.~~

Notwithstanding the above, liquidated damages will be assessed as prescribed in Section 3.36, Liquidated Damages. The thirty (30) day cure period applies to the time for corrective action and not the assessment of liquidated damages.

During follow-up monitoring, any noted failure by the Contractor to correct deficiencies for Other Contract Requirement violations identified in the monitoring report within the time frame specified in the CAP shall result in application of liquidated damages as specified in Section 3.36.11, Liquidated Damages for Other Contract Requirements.

3.35.4 Repeated Instances

Repeated instances of failure to meet either the Performance Outcomes and Standards or Other Contract Requirements Outcomes and Standards or to correct deficiencies thereof may, in addition to imposition of liquidated damages, result in determination of Breach of Contract and/or termination of the Contract in accordance with Section 7.3, Termination.

3.36 Liquidated Damages

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

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

3.36.1 Accreditation

Liquidated damages will be assessed for the failure to maintain compliance with mandatory health standards or lack of sufficient compliance with non-mandatory health standards which result in the failure any of the institutions within the Department to be reaccredited (Section 3.34.1.5.1), provided any such failure is the sole result of Contractor's actions or omission. Contractor agrees to pay liquidated damages in the amount of $50,000 per institution. In addition, the Contractor shall be responsible for any fee associated with a re-audit by ACA and/or NCCHC, provided such re-audit is the sole result of Contractor's actions or inactions.

If Contractor becomes aware of actions or omissions by the Department or a third party that interferes with Contractor meeting or maintaining ACA and/or NCCHC health standards, Contractor must immediately notify the Department and the third party in writing, as appropriate.

3.36.2 Staffing

3.36.2.1 Positions Not Staffed per Staffing Plan

In the event that on any day and/or shift, one or more healthcare staff positions are not staffed as agreed upon in the contract by a person or persons possessing qualifications at least as high as those required by that position(s), a ~~$1,000~~ deduction equal to the salary and benefits of the vacant staff per vacancy shall be made from the monthly contractual payment to the Contractor. Cross-coverage (one individual assigned to two positions simultaneously) will not be considered coverage under the contract. However, the Department will allow the Contractor to utilize contracted staffing options to staff positions full-time. In addition, the Contractor may utilize temporary ~~part-time~~ employees to fill vacancies for a period not to exceed ~~one~~ two weeks, without penalty.

3.36.2.2 90% of Required Staffing within 30 Days

A transition penalty of $5,000 per week per institution shall be assessed against the Contractor for failing to have at least 90% of the required staffing hours on site as of 30 days after the transition implementation effective date of the contract. However, the Department will allow the contractor to utilize contracted staffing options to staff positions full-time. In addition, the contractor may utilize part-time employees to fill vacancies for a period not

to exceed ~~one~~ two weeks, without penalty. The transition penalty will apply, even if the aggregate staffing exceeds 90% of the required staffing hours, if the facility does not have a designated health service administrator, designated primary care physician, or designated senior registered nurse supervisor.

3.36.2.3 Staffing Levels Deficiencies

In the event staffing levels fall below five percent (5%) of staffing plan as required in Section 3.34.1.5.9, liquidated damages in the amount of one thousand dollars ($1,000) per day, per institution shall be imposed until such time as the deficiency is corrected. However, the Department will allow the contractor to utilize contracted staffing options to staff positions full-time. In addition, the Contractor may utilize temporary ~~part-time~~ employees to fill vacancies for a period not to exceed ~~one~~ two weeks, without penalty.

3.36.3 Medical Services

3.36.3.1 Access to Care

For failure to maintain compliance with Section 3.34.1.1.1, liquidated damages in the amount of two hundred fifty dollars ($250) times the number of inmates who did not have access to care will be assessed for each institution for each calendar quarter of non-compliance.

3.36.3.2 Reception

For failure to maintain compliance with Section 3.34.1.1.3.1, liquidated damages in the amount of two hundred fifty dollars ($250) times the number of inmates for whom screening were not completed will be assessed for each institution for each calendar quarter of non-compliance.

3.36.3.3 Health Appraisals

For failure to maintain compliance with Section 3.34.1.1.3.2, liquidated damages in the amount of two hundred fifty dollars ($250) times the number of inmates for whom health appraisals were not completed within fourteen (14) days of arrival will be assessed for each institution for each calendar quarter of non-compliance.

3.36.3.4 Pre-release Planning

For failure to maintain compliance with Section 3.34.1.1.4, liquidated damages in the amount of two hundred fifty dollars ($250) times the number of inmates whom HIV Testing was not performed will be assessed for each institution for each calendar quarter of non-compliance.

3.36.3.5 Specialized Medical Care

For failure to maintain compliance with Section 3.34.1.1.6, liquidated damages will be assessed for the individual measures outlined below at each institution as follows:

1. Inmates who need specialized care that cannot be provided by the contractor will receive a specialty consultation appointment as clinically indicated - liquidated damages in the amount of two hundred fifty dollars ($250) times the number of inmates who were not referred for specialty care when needed will be assessed for each institution for each calendar quarter of non-compliance.
2. Follow up care after Specialty Consultation - liquidated damages in the amount of two hundred fifty dollars ($250) times the number of inmates who were not referred for specialty care when needed will be assessed for each institution for each calendar quarter of non-compliance.

3.36.3.6 Chronic Illness Clinics

For failure to maintain compliance with Section 3.34.1.1.10.2, liquidated damages in the amount of two hundred fifty dollars ($250) times the number of inmates who were not seen by a clinician for chronic illness care according to HSB 15.03.05 will be assessed for each institution for each calendar quarter of non-compliance.

3.36.3.7 Lab Testing and Results

For failure to maintain compliance with Section 3.34.1.1.11.3, liquidated damages in the amount of two hundred fifty dollars ($250) times the number of patients for whom the clinician failed to order and implement a plan of care for abnormal diagnostics labs results will be assessed.

3.36.3.8 OB/GYN Care

For failure to maintain compliance with Section 3.34.1.1.12, liquidated damages will be assessed for the individual measures outlined below at each institution as follows:

1. Routine screening mammograms are performed in accordance with policy - liquidated damages in the amount of ~~five~~ two hundred and fifty dollars (~~$500~~ $250) times the number of inmates who did not receive a mammogram as outlined in HSB 15.03.24 will be assessed for each institution for each calendar quarter of non-compliance.

2. Mammography shall be performed on all inmates with suspicious breast masses or lumps - liquidated damages in the amount of five hundred dollars ($500) times the number of inmates who did not receive a mammogram as outlined in HSB 15.03.24 will be assessed for each institution for each calendar quarter of non-compliance.

3.36.3.9 Sick Call Request Process

1. For failure to maintain compliance with Section 3.34.1.1.13.2.a, liquidated damages in the amount of two hundred fifty dollars ($250) times the number of inmates who were not able to access Sick Call in Confinement will be assessed for each institution for each calendar quarter of non-compliance.

2. For failure to maintain compliance with Section 3.34.1.1.13.2.b, liquidated damages in the amount of two hundred fifty dollars ($250) times the number of sick call requests not triaged within twenty four (24) hours time frame will be assessed for each institution for each calendar quarter of non-compliance.

3.36.3.10 Infirmary Services

1. For failure to maintain compliance with Section 3.34.1.1.20.2, liquidated damages in the amount of two hundred fifty dollars ($250) will be assessed for every twenty four (24) hour period there was not an on-call physician at each institution for each calendar quarter of non-compliance.

2. For failure to maintain compliance with Section 3.34.1.1.20.3, liquidated damages in the amount of two hundred fifty dollars ($250) will be assessed for each day a physician did not perform infirmary rounds at each institution for each calendar quarter of non-compliance.

3. For failure to maintain compliance with Section 3.34.1.1.20.7, liquidated damages in the amount of two hundred fifty dollars ($250) times the number inmates who did not

3.36.4 Mental Health Services

3.36.4.1 Informed Consent

For failure to maintain compliance with Section 3.34.1.2.1, liquidated damages in the amount of ~~$10,000~~ $2,500 for each institution will be assessed for each calendar quarter of non-compliance.

3.36.4.2 Inpatient Referrals

For failure to maintain compliance with Section 3.34.1.2. 2, liquidated damages in the amount of ~~$10,000~~ $1,000 for each institution will be assessed for each calendar quarter of non-compliance.

3.36.4.3 Discharge from Inpatient/Infirmary

For failure to maintain compliance with Section 3.34.1.2.3, liquidated damages in the amount of ~~$10,000~~ $5,000 for each institution will be assessed for each calendar quarter of non-compliance.

3.36.4.4 Isolation Management Rooms and Observation Cells

For failure to maintain compliance with Section 3.34.1.2.4, liquidated damages in the amount of ~~$10,000~~ $1,000 for each institution will be assessed for each calendar quarter of non-compliance.

3.36.4.5 Access to Care (Mental Health)

For failure to maintain compliance with Section 3.34.1.2.5, liquidated damages will be assessed for the individual measures outlined below at each institution as follows:

1. Mental Health Assessment - For failure to maintain compliance with Section 3.34.1.2.5.1, liquidated damages in the amount of ~~$10,000~~ $5,000 for each institution will be assessed for each calendar quarter of non-compliance.

2. Orientation - For failure to maintain compliance with Section 3.34.1.2.5.2, liquidated damages in the amount of ~~$5,000~~ $1,000 for each institution will be assessed for each calendar quarter of non-compliance.

3. Inmate Requests - For failure to maintain compliance with Section 3.34.1.2.5.3, liquidated damages in the amount of $5,000 for each institution will be assessed for each calendar quarter of non-compliance.

4. Inmate-Declared Emergencies/Emergent Staff referrals - For failure to maintain compliance with Section 3.34.1.2.5.4, liquidated damages in the amount of ~~$10,000~~ $7,500 for each institution will be assessed for each calendar quarter of non-compliance.

3.36.4.6 Reception Center Services

For failure to maintain compliance with Section 3.34.1.2.6, liquidated damages will be assessed for the individual measures outlined below at each institution as follows:

1. Continuity of Care – Psychotropic Medications - For failure to maintain compliance with Section 3.34.1.2.6.1, liquidated damages in the amount of ~~$10,000~~ $5,000 for each institution will be assessed for each calendar quarter of non-compliance.

2. Psychiatry Referral – Past History - For failure to maintain compliance with Section 3.34.1.2.6.2, liquidated damages in the amount of ~~$10,000~~ $5,000 for each institution will be assessed for each calendar quarter of non-compliance.

3. Intake Screening – Psychological Testing - For failure to maintain compliance with Section 3.34.1.2.6.3, liquidated damages in the amount of ~~$1,000~~ $500 for each institution will be assessed for each calendar quarter of non-compliance.

4. Suicide Profile - For failure to maintain compliance with Section 3.34.1.2.6.4, liquidated damages in the amount of ~~$10,000~~ $5,000 for each institution will be assessed for each calendar quarter of non-compliance.

5. Mental Retardation Classification - For failure to maintain compliance with Section 3.34.1.2.6.5, liquidated damages in the amount of ~~$1,000~~ $500 for each institution will be assessed for each calendar quarter of non-compliance.

6. Prior Records - For failure to maintain compliance with Section 3.34.1.2.6.6, liquidated damages in the amount of ~~$1,000~~ $500 for each institution will be assessed for each calendar quarter of non-compliance.

3.36.4.7 Treatment Plan

For failure to maintain compliance with Section 3.34.1.2.7, liquidated damages will be assessed for the individual measures outlined below at each institution as follows:

1. Outpatient Individualized Service Plan- For failure to maintain compliance with Section 3.34.1.2.7.1, liquidated damages in the amount of ~~$1,000~~ $500 for each institution will be assessed for each calendar quarter of non-compliance.

2. Inpatient Individualized Service Plan- For failure to maintain compliance with Section 3.34.1.2.7.2, liquidated damages in the amount of ~~$1,000~~ $500 for each institution will be assessed for each calendar quarter of non-compliance.

3.36.4.8 Outpatient Mental Health Services

For failure to maintain compliance with Section 3.33.1.2.8, liquidated damages will be assessed for the individual measures outlined below at each institution as follows:

1. Case Manager Assignment - For failure to maintain compliance with Section 3.34.1.2.8.1, liquidated damages in the amount of ~~$5,000~~ $1,000 for each institution will be assessed for each calendar quarter of non-compliance.

2. Case Management - For failure to maintain compliance with Section 3.34.1.2.8.2, liquidated damages in the amount of ~~$1,000~~ $500 for each institution will be assessed for each calendar quarter of non-compliance.

3. Level of Care - For failure to maintain compliance with Section 3.34.1.2.8.3, liquidated damages in the amount of ~~$5,000~~ $2,500 for each institution will be assessed for each calendar quarter of non-compliance.

3.36.4.9 Suicide and Self-Injury Prevention

For failure to maintain compliance with Section 3.34.1.2.9, liquidated damages will be assessed for the individual measures outlined below at each institution as follows:

1. Suicide Prevention - For failure to maintain compliance with Section 3.34.1.2.9.1, liquidated damages in the amount of ~~$10,000~~ $5,000 for each institution will be assessed for each calendar quarter of non-compliance.

~~2. Suicide and Self-Injury Prevention Training - For failure to maintain compliance with Section 3.34.1.2.9.2, liquidated damages in the amount of $10,000 for each institution will be assessed for each calendar quarter of non-compliance.~~

3. Self-Harm Observation Status Initial Orders - For failure to maintain compliance with Section 3.34.1.2.9.3, liquidated damages in the amount of ~~$10,000~~ $5,000 for each institution will be assessed for each calendar quarter of non-compliance.

4. SHOS/IMR Observations - For failure to maintain compliance with Section 3.34.1.2.9.4, liquidated damages in the amount of ~~$10,000~~ $5,000 for each institution will be assessed for each calendar quarter of non-compliance.

5. Property Restrictions - For failure to maintain compliance with Section 3.34.1.2.9.5, liquidated damages in the amount of ~~$10,000~~ $5,000 for each institution will be assessed for each calendar quarter of non-compliance.

~~6. Self-Harm Observations Status Observation Frequency - For failure to maintain compliance with Section 3.34.1.2.9.6, liquidated damages in the amount of $10,000 for each institution will be assessed for each calendar quarter of non-compliance.~~

7. Daily Counseling - For failure to maintain compliance with Section 3.34.1.2.9.7, liquidated damages in the amount of ~~$5,000~~ $1,000 for each institution will be assessed for each calendar quarter of non-compliance.

8. Infirmary Mental Health Care – Continued Stay - For failure to maintain compliance with Section 3.34.1.2.9.8, liquidated damages in the amount of ~~$10,000~~ $7,500 for each institution will be assessed for each calendar quarter of non-compliance.

9. Post-Discharge Continuity of Care - For failure to maintain compliance with Section 3.34.1.2.9.9, liquidated damages in the amount of $5,000 for each institution will be assessed for each calendar quarter of non-compliance.

3.36.4.10 Inpatient Mental Health Services

For failure to maintain compliance with Section 3.34.1.2.10, liquidated damages will be assessed for the individual measures outlined below at each institution as follows:

1. Case Manager Assignment - For failure to maintain compliance with Section 3.34.1.2.10.1, liquidated damages in the amount of ~~$10,000~~ $1,000 for each institution will be assessed for each calendar quarter of non-compliance.

2. Psychiatric Evaluation at Intake - For failure to maintain compliance with Section 3.34.1.2.10.2, liquidated damages in the amount of ~~$10,000~~ $5,000 for each institution will be assessed for each calendar quarter of non-compliance.

3. Risk Assessment - For failure to maintain compliance with Section 3.34.1.2.10.3, liquidated damages in the amount of ~~$10,000~~ $2,500 for each institution will be assessed for each calendar quarter of non-compliance.

4. Planned Scheduled Services - For failure to maintain compliance with Section 3.34.1.2.10.4, liquidated damages in the amount of $~~$10,000~~ $2,500 for each institution will be assessed for each calendar quarter of non-compliance.

5. Assessments - For failure to maintain compliance with Section 3.34.1.2.10.5, liquidated damages in the amount of $1,000 for each institution will be assessed for each calendar quarter of non-compliance.

3.36.4.11 Psychiatric Restraints

For failure to maintain compliance with Section 3.34.1.2.11, liquidated damages will be assessed for the individual measures outlined below at each institution as follows:

1. Physician Orders – Clinical Rationale - For failure to maintain compliance with Section 3.34.1.2.11.1, liquidated damages in the amount of ~~$10,000~~ $7,500 for each institution will be assessed for each calendar quarter of non-compliance.

2. Physician Orders – Duration - For failure to maintain compliance with Section 3.34.1.2.11.2, liquidated damages in the amount of ~~$10,000~~ $7,500 for each institution will be assessed for each calendar quarter of non-compliance.

3. Physician Orders – Less Restrictive Measures Considered - For failure to maintain compliance with Section 3.34.1.2.11.3, liquidated damages in the amount of ~~$10,000~~ $7,500 for each institution will be assessed for each calendar quarter of non-compliance.

4. Psychiatric Restraints – Nursing Observations and assessments - For failure to maintain compliance with Section 3.34.1.2.11.4, liquidated damages in the amount of ~~$10,000~~ $7,500 for each institution will be assessed for each calendar quarter of non-compliance.

5. Physician Orders – Release Criteria - For failure to maintain compliance with Section 3.34.1.2.11.5, liquidated damages in the amount of ~~$10,000~~ $7,500 for each institution will be assessed for each calendar quarter of non-compliance.

3.36.4.12 Psychotropic Medication Management

For failure to maintain compliance with Section 3.34.1.2.12, liquidated damages will be assessed for the individual measures outlined below at each institution as follows:

1. Psychiatric Evaluation Prior to Initial Prescription - For failure to maintain compliance with Section 3.34.1.2.12.1, liquidated damages in the amount of ~~$10,000~~ $7,500 for each institution will be assessed for each calendar quarter of non-compliance.

2. Informed Consent - For failure to maintain compliance with Section 3.34.1.2.12.2, liquidated damages in the amount of ~~$10,000~~ $5,000 for each institution will be assessed for each calendar quarter of non-compliance.

3. Required Labs – Initial – For failure to maintain compliance with Section 3.34.1.2.12.3, liquidated damages in the amount of ~~$10,000~~ $5,000 for each institution will be assessed for each calendar quarter of non-compliance.

4. Required labs – Follow-Up - For failure to maintain compliance with Section 3.34.1.2.12.4, liquidated damages in the amount of ~~$10,000~~ $5,000 for each institution will be assessed for each calendar quarter of non-compliance.

5. Initial Psychiatric Follow-Up - For failure to maintain compliance with Section 3.34.1.2.12.5, liquidated damages in the amount of ~~$10,000~~ $5,000 for each institution will be assessed for each calendar quarter of non-compliance.

6. Rationale for Medication Adjustments - For failure to maintain compliance with Section 3.34.1.2.12.6, liquidated damages in the amount of ~~$10,000~~ $2,500 for each institution will be assessed for each calendar quarter of non-compliance.

7. AIMS testing – Antipsychotic Medications - For failure to maintain compliance with Section 3.34.1.2.12.7, liquidated damages in the amount of ~~$5,000~~ $1,000 for each institution will be assessed for each calendar quarter of non-compliance.

3.36.4.13 Use of Force

For failure to maintain compliance with Section 3.34.1.2.13, liquidated damages in the amount of $5,000 for each institution will be assessed for each calendar quarter of non-compliance.

3.36.4.14 Confinement/Special Housing Services

For failure to maintain compliance with Section 3.34.1.2.14, liquidated damages will be assessed for the individual measures outlined below at each institution as follows:

1. Confinement Evaluations (S3) - For failure to maintain compliance with Section 3.34.1.2.14.1, liquidated damages in the amount of ~~$5,000~~ $2,500 for each institution will be assessed for each calendar quarter of non-compliance.

2. Confinement Evaluations (S1/S2) - For failure to maintain compliance with Section 3.34.1.2.14.2, liquidated damages in the amount of ~~$5,000~~ $2,500 for each institution will be assessed for each calendar quarter of non-compliance.

3. Confinement Rounds - For failure to maintain compliance with Section 3.34.1.2.14.3, liquidated damages in the amount of $5,000 for each institution will be assessed for each calendar quarter of non-compliance.

4. Behavioral Risk Assessments (BRA) - For failure to maintain compliance with Section 3.34.1.2.14.4, liquidated damages in the amount of $1,000 for each institution will be assessed for each calendar quarter of non-compliance.

5. Close Management Out of cell Activities - For failure to maintain compliance with Section 3.34.1.2.14.5, liquidated damages in the amount of $1,000 for each institution will be assessed for each calendar quarter of non-compliance

3.36.4.15 Sex Offender Screening and Treatment

For failure to maintain compliance with Section 3.34.1.2.15, liquidated damages in the amount of $1,000 for each institution will be assessed for each calendar quarter of non-compliance.

3.36.4.16 Re-Entry Services

For failure to maintain compliance with Section 3.34.1.2.16, liquidated damages will be assessed for the individual measures outlined below at each institution as follows:

1. Initiation of Re-Entry Services - For failure to maintain compliance with Section 3.34.1.2.16.1, liquidated damages in the amount of ~~$10,000~~ $5,000 for each institution will be assessed for each calendar quarter of non-compliance.

2. Continuity of Care - For failure to maintain compliance with Section 3.34.1.2.16.2, liquidated damages in the amount of ~~$10,000~~ $5,000 for each institution will be assessed for each calendar quarter of non-compliance.

3.36.5 Dental Services

3.36.5.1 Wait Times

For failure to maintain compliance with Section 3.34.1.3.2, liquidated damages will be assessed for the individual measures outlined below at each institution as follows:

1. Initial Waiting Times for Routine Comprehensive Dental Care (Section 3.34.1.3.2.1) - Liquidated damages in the amount of ~~$5,000~~ two hundred and fifty dollars ($250) times the number of inmates for whom the initial wait after request for routine comprehensive dental care exceeds six (6) months will be assessed for each institution for each calendar quarter of non-compliance.

2. Wait time for Dental Appointments Between the First Appointment and Follow-Up Appointment (Section 3.34.1.3.2.2) - Liquidated damages in the amount of ~~$5,000~~ two hundred and fifty dollars ($250) times the number of inmates for whom the wait time for dental appointments between the first appointment and the follow-up appointment exceeds three (3) months will be assessed for each institution for each calendar quarter of non-compliance.

3.36.5.2 Complete Dentures

For failure to maintain compliance with Section 3.34.1.3.9, liquidated damages in the amount of ~~$5,000~~ $2,500 will be assessed for each institution for each calendar quarter of non-compliance.

3.36.5.3 Removable Partial Dentures

For failure to maintain compliance with Section 3.34.1.3.10, liquidated damages in the amount of ~~$5,000~~ $2,500 will be assessed for each institution for each calendar quarter of non-compliance.

3.36.5.4 Oral Pathology Consults/Referrals

For failure to maintain compliance with Section 3.34.1.3.12, liquidated damages in the amount of ~~$10,000~~ $5,000will be assessed for each institution for each calendar quarter of non-compliance.

3.36.5.5 Trauma/Cancer

For failure to maintain compliance with Section 3.34.1.3.15, liquidated damages in the amount of ~~$10,000~~ $5,000 will be assessed for each institution for each calendar quarter of non-compliance.

3.36.6 Medication Management/Pharmacy Services

3.36.6.1 Pharmacy Inspections

For failure to maintain compliance with Section 3.34.1.4.5, liquidated damages will be assessed for the individual measures outlined below at each institution as follows:

1. Compliant on Monthly Consultant Pharmacist inspections (Section 3.34.1.4.5.1) - Liquidated damages in the amount of ~~$5,000~~ $1,000 will be assessed for each institution for each calendar quarter of non-compliance.

2. Deficiencies in previous Consultant Pharmacist Monthly Inspection Reports are corrected (Section 3.34.1.4.5.2) - Liquidated damages in the amount of ~~$5,000~~ $1,000 will be assessed for each institution for each calendar quarter of non-compliance.

3. Successful completion on yearly State of Florida Board of Pharmacy Inspection (Section 3.34.1.4.5.3) - Liquidated damages in the amount of ~~$5,000~~ $1,000 will be assessed for each institution for each calendar quarter of non-compliance.

3.36.6.2 Dispensing Requirements

For failure to maintain compliance with Section 3.34.1.4.7, liquidated damages will be assessed for the individual measures outlined below at each institution as follows:

1. New regular prescription orders (Section 3.34.1.4.7.1) – Liquidated damages in the amount of $1,000 will be assessed for each institution for each calendar quarter of non-compliance.

2. Refill prescription orders (Section 3.34.1.4.7.2) - Liquidated damages in the amount of $1,000 will be assessed for each institution for each calendar quarter of non-compliance.

3. New non-formulary prescriptions (Section 3.34.1.4.7.3) - Liquidated damages in the amount of $1,000 will be assessed for each institution for each calendar quarter of non-compliance.

4. Drug Exception Request (DER) for non-formulary drugs (Section 3.34.1.4.7.4) - Liquidated damages in the amount of $1,000 will be assessed for each institution for each calendar quarter of non-compliance.

5. Stat Orders (Section 3.34.1.4.7.5) - Liquidated damages in the amount of $1,000 will be assessed for each institution for each calendar quarter of non-compliance.

6. Adherence to state and federal statutes, administration rules, and regulations (Section 3.34.1.4.7.6) - Liquidated damages in the amount of $1,000 will be assessed for each institution for each calendar quarter of non-compliance.

3.36.6.3 Licenses and Drug Pedigree

For failure to maintain compliance with Section 3.34.1.4.8, will be assessed for the individual measures outlined below at each institution as follows:

1. Possession of Pharmacy Licenses (Section 3.34.1.4.8.1) - Liquidated damages in the amount of $1,000 will be assessed for each institution for each calendar quarter of non-compliance.

2. Drug Pedigree (Section 3.34.1.4.8.2) - Liquidated damages in the amount of $1,000 will be assessed for each institution for each calendar quarter of non-compliance.

3.36.7 Corrective Action Plans

3.36.7.1 Timely Submission of Corrective Action Plans

In the event that the Contractor receives a Monitoring Report requiring a Corrective Action Plan (CAP) to be submitted and fails to submit a CAP responding to each specified written deficiency within the time frames specified in Section 3.34.1.5.3, liquidated damages in the amount of ~~one thousand~~ five hundred dollars (~~$1,000.00~~ $500) per day for each day the CAP is untimely submitted will be imposed.

3.36.7.2 Timely Corrections of Deficiencies per Timeframes Established in the Corrective Action Plan (CAP)

In the event the Contractor fails to correct deficiencies noted in the Department's monitoring report within the timeframes indicated in the CAP (Section 3.34.1.5.4), liquidated damages in the amount of one thousand dollars ($1,000.00) per day, per deficiency where deficiencies have not been timely corrected shall be imposed until such time as all noted deficiencies are corrected.

3.36.8 Timely Submission of Required Reports

In the event the Contractor fails to timely submit required reports as outlined in Section 3.32, Reporting Requirements (Section 3.34.1.5.5), liquidated damages in the amount of ~~one thousand~~ two hundred and fifty dollars (~~$1,000~~ $250) shall be imposed for each report submitted more than ten (10) business days after the due date.

3.36.9 IT Related Deficiencies

3.36.9.1 Data Exchanges

In the event the Contractor fails to provide data transfers as required (Section 3.34.1.5.12.1), liquidated damages in the amount of ~~$5,000~~ $2,500 per day shall be imposed until such time as all deficiencies are corrected.

3.36.9.2 Repeated Outages

In the event the Contractor fails to prevent unplanned outages from repeating, for the same reason, within the same day (Section 3.34.1.5.12.2), liquidated damages in the amount of ~~$5,000~~ $1,000 per day shall be imposed until such time as all deficiencies are corrected.

3.36.9.3 Recovery Time

In the event the Contractor fails to repair and/or restart services after an unplanned outage within one hour after being reported as unavailable (Section 3.34.1.5.12.3), liquidated damages in the amount of one ~~$5,000~~ $2,500 per day shall be imposed until such time as all deficiencies are corrected.

3.36.9.4 Minimum Acceptable Monthly Service Availability

In the event the Contractor fails to return services to operation within performance target timeframes (Section 3.34.1.5.12.4), liquidated damages in the amount of one ~~$5,000~~ $1,000 per day shall be imposed until such time as all deficiencies are corrected.

3.36.10 Liquidated Damages for Other Contract Requirements

For failure to meet Other Contract Requirements Outcomes and Standards, set forth in Section 3.34.2, Other Contract Requirements, liquidated damages will be imposed in the amount of ~~five~~ one thousand dollars (~~$5,000.00~~ $1,000) per day, per deficiency until such time as all noted deficiencies are corrected.

5.4.2 Project Staff References

The Proposer shall provide, for the individuals identified for the positions identified in Section 5.4.1, a minimum of two (2) and a maximum of four (4) references utilizing the form provided as ATTACHMENT 3 of this RFP. Reference(s) shall be completed and signed by the individual offering the reference, and certified by a notary public. Reference(s) shall demonstrate, at a minimum, the required timeframe of work experience and shall include statements supporting the ability of the individual to perform on the Contract resulting from this RFP. Employees, or former employees, of the Department may not be used and will not be accepted as references. Further, references will not be accepted from persons currently or formerly supervised by the person for whom the reference is being submitted or related to that person in any way. References shall be from objective sources. The Department reserves the right to contact references not listed in the Contractor's proposal.

5.5 Tab 5 – Financial Documentation

5.5.1 Proposer shall provide financial documentation that is sufficient to demonstrate its financial viability to perform as required under the Contract that results from this RFP. Three of the following five minimum acceptable standards shall be met, one of which must be either item 4, or item 5, immediately below. Unless otherwise stated, the Proposer shall supply the following information, in TAB 5 of its Proposal, for the legally qualified corporation, partnership or other business entity submitting the Proposal under this RFP that will be performing as the Contractor.

1. Current ratio: ~~greater than or equal to~~ ≥ .9:1 (.9)
   Computation: Total current assets ÷ total current liabilities

2. Debt to tangible net worth: ~~less than or equal to~~ ≤ 5:1
   Computation: Total liabilities ÷ (net worth minus intangible assets)

3. Dun & Bradstreet Supplier Evaluation Risk (SER Score) Rating: ~~less than or equal to~~ ≤ 5 (on a scale of 1-9). If the proposer, in its own assessment of these financial viability requirements, needs this element to meet 3 of the 5 standards, the proposer must request a Supplier Qualifier Report (SQR) from Dun & Bradstreet (D&B) and provide a copy of the SQR to the Department with the original proposal package. Otherwise, it is not required to submit the SQR, unless the proposer is uncertain of the Department's evaluation of all of these requirements. Instructions to obtain the SQR are included in ATTACHMENT 9.

4. Minimum existing annual sales or revenue as reported in the calendar or fiscal year ended in 2010~~:~~ ~~greater than or equal to $500 million~~. Either Option A or B below:

Option A	OR	Option B*
$ 360 Million		$ 250 Million*

*With the additional requirement, that in the three, most recent calendar or fiscal years, the proposer has reported positive net income in two of the last three years, as evidenced by audited or reviewed financial statements. A proposer intending to apply this option is required to submit audited or reviewed financial statements for the three most recent calendar or fiscal years.

5. Total equity requirements; either Option A or B: ~~as reported in the calendar or fiscal year ended in 2010: greater than or equal to $50 million~~

   Option A: Total equity ≥ $36 Million.

   Option B: Total equity ≥ $ 25 Million.*

7.26 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 the Contract resulting from this RFP, which includes and incorporates ATTACHMENT 8, Business Associate Agreement, as part of this Contract.

In addition to complying with HIPAA requirements, the Contractor shall not disclose any information concerning inmates, specifically concerning inmate transfers/referrals, to parties outside the Department.

7.27 Reservation of Rights

The Department reserves the exclusive right to make certain determinations regarding the service requirements outlined in the 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 the Contract resulting from this RFP 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.

7.28 Cooperative Purchasing

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

Other state agencies wishing to make purchases from this agreement are required to follow the provisions of Section 287.042(16)(a), F.S. This statute requires the 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.

7.29 Performance Guarantee

The Contractor shall furnish the Department with a Performance Guarantee in the amount of twenty-seven million dollars ($27,000,000.00) that shall be in effect yearly for a time frame equal to the term of the Contract.

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

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

7.30 Scrutinized Companies List

Pursuant to Chapter 287.135, F.S., an entity or affiliate who has been placed on either the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List is ineligible for and may not bid on, submit a proposal for, or enter into or renew a contract with an agency or local governmental entity for goods or services of $1 million or more.

In executing this contract and any subsequent renewals, the Contractor certifies that it is not listed on either the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, created pursuant to section 215.473, Florida Statutes. Pursuant to section 287.135(5), F.S., the Contractor agrees the Department may immediately terminate this contract for cause if the Contractor is found to have submitted a false certification or if Contractor is placed on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List during the term of the contract. Additionally, the submission of a false certification may subject company to civil penalties, attorney's fees, and/or costs.

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HEALTH SERVICES SCHEDULE OF ALLOTMENT BALANCES 2009-10

Sum of YTD_Expenditure

REGION	DESCRIPTION	Total
REGION I	STANDARD SALARIES	24,689,108.59
	STATE HEALTH PLAN	4,428,038.73
	STANDARD RETIREMENT	3,744,081.37
	STANDARD SOCIAL SECURITY	1,804,006.66
	OVERTIME/ON CALL SALARIES	873,147.47
	LEAVE PAY SALARIES	207,085.27
	OVERTIME RETIREMENT	122,019.71
	OVERTIME SOCIAL SECURITY	66,710.34
	PRETAX ASSESSMENT	61,838.07
	STATE LIFE - EMPLOYER	49,744.80
	TERMINATION RETIREMENT	17,096.67
	TERMINATION SOCIAL SECURITY	15,841.99
	DISABILITY - EMPLOYER	1,543.76
	OPTIONAL RETIREMENT PLAN	542.63
	REFUNDS	(247.92)
1 Total		**$ 36,080,558.14**
REGION II	STANDARD SALARIES	32,879,305.30
	STATE HEALTH PLAN	5,881,421.25
	STANDARD RETIREMENT	4,882,312.46
	STANDARD SOCIAL SECURITY	2,368,887.02
	OVERTIME/ON CALL SALARIES	1,106,080.33
	LEAVE PAY SALARIES	297,991.74
	OVERTIME RETIREMENT	144,173.95
	OVERTIME SOCIAL SECURITY	84,615.19
	PRETAX ASSESSMENT	82,854.94
	STATE LIFE - EMPLOYER	70,480.52
	TERMINATION RETIREMENT	19,800.68
	TERMINATION SOCIAL SECURITY	19,582.92
	OPTIONAL RETIREMENT PLAN	3,427.57
	DISABILITY - EMPLOYER	2,643.80
	REFUNDS	(737.34)
2 Total		**$ 47,842,840.33**
REGION III	STANDARD SALARIES	23,923,439.24
	STATE HEALTH PLAN	4,129,410.21
	STANDARD RETIREMENT	3,477,899.56
	STANDARD SOCIAL SECURITY	1,731,776.15
	OVERTIME/ON CALL SALARIES	913,859.47
	LEAVE PAY SALARIES	341,100.63
	OVERTIME RETIREMENT	121,437.88
	OVERTIME SOCIAL SECURITY	69,910.84
	PRETAX ASSESSMENT	64,240.49
	STATE LIFE - EMPLOYER	48,189.71
	TERMINATION RETIREMENT	26,068.93
	TERMINATION SOCIAL SECURITY	22,722.58
	OPTIONAL RETIREMENT PLAN	4,496.79
	DISABILITY - EMPLOYER	2,258.69
	REFUNDS	(500.00)
3 Total		**$ 34,876,311.17**

REGION IV	STANDARD SALARIES	18,341,445.55
	STATE HEALTH PLAN	3,131,549.25
	STANDARD RETIREMENT	2,676,634.04
	STANDARD SOCIAL SECURITY	1,345,443.02
	OVERTIME/ON CALL SALARIES	572,324.36
	OVERTIME RETIREMENT	82,502.73
	OVERTIME SOCIAL SECURITY	43,782.31
	PRETAX ASSESSMENT	39,509.63
	STATE LIFE - EMPLOYER	30,099.70
	LEAVE PAY SALARIES	27,872.03
	TERMINATION SOCIAL SECURITY	2,132.22
	DISABILITY - EMPLOYER	1,458.28
	TERMINATION RETIREMENT	1,223.49
	OPTIONAL RETIREMENT PLAN	(1.85)
	REFUNDS	(200.03)
4 Total		**$ 26,295,774.73**
CENTRAL OFFICE	STANDARD SALARIES	4,271,986.56
	STATE HEALTH PLAN	389,646.84
	STANDARD RETIREMENT	317,759.32
	STANDARD SOCIAL SECURITY	214,341.72
	LEAVE PAY SALARIES	22,232.36
	OPTIONAL RETIREMENT PLAN	13,050.68
	STATE LIFE - EMPLOYER	8,490.40
	PRETAX ASSESSMENT	5,301.04
	OVERTIME/ON CALL SALARIES	4,315.99
	TERMINATION SOCIAL SECURITY	1,666.34
	TERMINATION RETIREMENT	1,340.64
	OVERTIME RETIREMENT	852.41
	DISABILITY - EMPLOYER	598.43
	OVERTIME SOCIAL SECURITY	330.17
CO Total		**$ 5,251,912.90**
Grand Total - ALL FUNDS		**$ 150,347,397.27**

HS Filled Vacant Positions FY 09-10

Month	Filled	Vacant	Total
Jul	1,780	277	2,057
Aug	1,998	262	2,260
Sep	2,182	261	2,443
Oct	2,178	273	2,451
Nov	2,201	299	2,500
Dec	2,207	351	2,558
Jan	2,231	332	2,563
Feb	2,250	321	2,571
Mar	2,331	350	2,681
Apr	2,349	340	2,689
May	2,347	342	2,689
Jun	2,371	318	2,689

ADDENDUM ACKNOWLEDGEMENT FORM
RFP #11-DC-8324
A D D E N D U M #6

Department of Corrections
4070 Esplanade Way
Tallahassee, Florida 32399-2500

SOLICITATION NO.: RFP #11-DC-8324

SOLICITATION TITLE: Comprehensive Healthcare Services in Regions I, II and III

PROPOSAL DUE: January 30, 2012

OPENING DATE: January 31, 2012

ADDENDUM NO.: Six (6) DATE: January 18, 2012

PLEASE BE ADVISED THAT THE FOLLOWING CHANGES ARE APPLICABLE TO THE ORIGINAL SPECIFICATIONS OF THE ABOVE-REFERENCED RFP:

This addendum includes the following:

1. Pages 11, 13, 14, 15, 22, 27, 63, 64, 75, 78, 80, 81, 82, 85, 87, 92, 93, 94, 96, 97, 98, 99, 100, 101, 102, 103, 104, 105, 106, 107, 111, 112, 118, 120, 122, 126, 135, 161, 162, 163, 168, 173, and 196A have been replaced with Revised Pages 11, 13, 14, 15, 22, 27, 63, 64, 75, 78, 80, 81, 82, 85, 87, 92, 93, 94, 96, 97, 98, 99, 100, 101, 102, 103, 104, 105, 106, 107, 111, 112, 118, 120, 122, 126, 135, 161, 162, 163, 168, 173, and 196A. Revisions are highlighted in blue.
2. Revised Pages 50, 121, 125, 127, 128, 129, 130, 131, 132, 133, 134, 136, 137, 154, 155, 158, 167, 169, and 196, have been replaced with Revised Pages 50 (Revision #2), 121 (Revision #2), 125 (Revision #2), 127 (Revision #2), 128 (Revision #2), 129 (Revision #2), 130 (Revision #2), 131 (Revision #2), 132 (Revision #2), 133 (Revision #2), 134 (Revision #2), 136 (Revision #2), 137 (Revision #2), 154 (Revision #2), 155 (Revision #2), 158 (Revision #2), 167 (Revision #2), 169 (Revision #2), and 196 (Revision #2). Page 155A has been added. Revisions are highlighted in blue.
3. Revised Pages 12, 57 (Revision #2), 123 (Revision #2), 124 (Revision #2), 150 (Revision #2), and 179 (Revision #2), have been replaced with Revised Pages 12 (Revision #3), 57 (Revision #3), 123 (Revision #3), 124 (Revision #3), 150 (Revision #3), and 179 (Revision #3). Page 57A has been added. Revisions are highlighted in blue.
4. Revised Calendar of Events.
5 Responses to Follow-Up Questions in Response to Addenda #3 & #4
6. "Total Expenditures by Location FY 2009-2010 Summary by Region - Rev 10-24-11" Report.
7. Revised Attachment 11 – Can be accessed and downloaded by going to: http://www.dc.state.fl.us/business/docs/.
8. "ADP-Comprehensive" forms, included with Attachment 11, are no longer required.

If you have any difficulty in downloading any of the attached documents, please call or e-mail a request for copies to the Procurement Manager.

THIS ADDENDUM NOW BECOMES A PART OF THE ORIGINAL RFP.

THE ADDENDUM ACKNOWLEDGMENT FORM SHALL BE SIGNED BY AN AUTHORIZED COMPANY REPRESENTATIVE, DATED AND RETURNED WITH THE PROPOSAL AS INSTRUCTED IN SECTION 5, PROPOSAL SUBMISSION REQUIREMENTS. FAILURE TO DO SO MAY SUBJECT THE PROPOSER TO DISQUALIFICATION.

Failure to file a protest within the time prescribed in Section 120.57(3), Florida Statutes, or failure to post the bond or other security required by law within the time allowed for filing a bond shall constitute a waiver of proceedings under Chapter 120, Florida Statutes.

PROPOSER: _____ BY: _____

ADDRESS: _____ PHONE: _____

CITY, STATE: _____ DATE: _____

AUTHORIZED SIGNATURE: _____

Current Department of Corrections' employees who are affected by the health services privatization initiatives shall be given first preference for continued employment by the contractors. The Department shall make reasonable efforts to find a suitable job placement for employees who wish to remain state employees.

The complete Senate Bill 2000 proviso language for health services privatization is included in EXHIBIT X.

The Department is seeking proposals for comprehensive health services, which includes, but is not limited to, health services (including medical, dental, nursing services; routine urgent and emergent care; inpatient and outpatient services; specialty services; emergency medical transport; etc.); utilization management, behavioral health; nutrition services, quality management/quality assurance, ~~telehealth/telepsychiatry,~~ health information systems, pharmaceutical services, ~~electronic health record,~~ related supportive services, administrative oversight and support. However, the Department intends to retain pharmaceutical services pending the outcome of the Department of Management Services (DMS) solicitation for pharmaceuticals, and the resulting state term contract. At that time, the Department will conduct a cost/benefit analysis to determine whether to continue providing pharmaceutical services, or add these services to the Contract.

The Department requires proposals that demonstrate a thorough understanding of the scope of work and what is required by the contractor to satisfactorily provide services described in the RFP. To this end, the Proposer must submit a Proposal that will be used to create a consistent, coherent management plan of action that will be used to guide the outsourcing of health services. The Plan should include detail sufficient to give the Department an understanding of the Proposer's knowledge and approach. Specifically, the Proposer must fully describe its approach, methods, and specific work steps for doing the work and producing the deliverables. The Proposer must also provide a complete and detailed description of the services to be provided.

To be more accountable to the taxpayers of Florida, the Department is looking to the private sector with its flexibility, purchasing power, business acumen and innovation to apply managed care principles in the delivery of comprehensive health care services to all Department's institutions in Regions I, II and III. To this end, the Department is interested in a single Contractor for the provision and operation of comprehensive health care services to all Departments' facilities in the areas designated as Regions I, II and III in EXHIBIT A. The Department is committed to ensuring the availability of adequate healthcare services within recognized professional standards to all inmates. In addition, services shall be provided to inmates housed in road prisons, work/forestry camps, work release centers, treatment centers, and re-entry centers associated with these institutions.

Based on the unique operational needs of the correctional system and on available funding, in any contract resulting from this RFP, the Department reserves the right to require the Contractor to add or delete institutions and satellite facilities, in addition to those originally included under this RFP, and to adjust the number of inmates served at any contracted site. Therefore, the Contractor should be prepared in advance to make any necessary changes as required.

The Contractor must have all required services and staffing in place at the start of the contract, or as of a date agreed upon within the contract, and submit a plan of operation and implementation with a projected time line with the response to this RFP.

The Contractor is to establish a program for the provision of staffing and operation of health, mental/behavioral health, dental, healthcare network and utilization management, pharmacy, ~~electronic health record,~~ and any claims management services for all institutions. The program is to meet constitutional and community standards, the standards of the American Correctional Association (ACA) and/or National Commission on Correctional Health Care (NCCHC), Florida Statutes, Florida Administrative Code, court orders, applicable policies, procedures, and directives regarding the provision of health services in the Department. Department policy, procedure, or directive language will take precedence over the Contractor's policies and procedures in the event of any conflict between the two.

In some parts of this RFP, the Contractor is referred to as a single entity, and in others as multiple; the request should be interpreted as being offered in such a way that a Contractor must bid on comprehensive healthcare services, as defined on Section 1, Definitions.

The Contractor must understand that the institutions are first charged with the responsibility for maintaining custody and security for inmates. Therefore, the Department retains authority to assign inmates to the most appropriate institution. The Contractor shall not dispute or refuse acceptance of any inmate assignment based on any medical, dental and/or mental health condition (s).

Proposers shall ensure that any person performing work under the Contract(s) agrees to adhere to all Department procedures, policies, and codes of conduct, including procedures concerning fraternization and contact with inmates. The Proposer shall ensure compliance with all applicable statutes, promulgated rules, court orders, and administrative directives pertaining to the delivery of health care services. The Proposer shall employ health care professionals whose licenses or certifications are clear, active and unrestricted.

Telehealth and/or telemedicine is not currently utilized in any region; however, the Contractor ultimately selected through this RFP process may utilize telehealth at Contractor's own expense to facilitate provision of services where such services can be appropriately provided by these means. Telehealth may only be utilized if it is designed toward and results in improving responsiveness of care, reducing security costs by reducing medical escorts and improving public safety. This service will be considered under any resultant contract as a value added service to be delivered at no cost to the state.

The Department will assign all rights it has pursuant to Section 945.6041, F.S., related to pricing for health care providers, to the Contractor. However, the Department cannot guarantee such pricing will be honored by the health care provider, and Respondents should make their own judgment on whether the pricing will be effective.

For additional general description of services, see Section 3, Scope of Services Sought.

2.3 Statement of Purpose

For administrative purposes throughout this document, the Department is referring to a vendor, offeror or proposer as "Contractor" and any contract to be issued as a result of this RFP as "the Contract" or "this Contract". This does not mean or imply that any person or firm submitting a response to the RFP as a vendor, offeror or proposer will ultimately be awarded a contract or otherwise become a Contractor as that term is commonly understood. By utilizing the term "Contractor" and "this Contract" or "the Contract" throughout this RFP, the Department will be able to more quickly and efficiently transfer terms and conditions from this RFP document into a Contract document.

All services to be performed by, or under the direction of the Contractor under any resultant contract shall meet or exceed the minimum requirements outlined in this RFP. Under no circumstances shall service delivery meeting less than the minimum service requirements be permitted without the prior written approval of the Department. Otherwise, it shall be considered that services proposed will be performed in strict compliance with the requirements and rules, regulations and governance contained in this RFP and proposers shall be held responsible therefore.

The Department is requesting proposals from qualified vendors who have at least five (5) years of business/corporate experience with appropriately experienced management and at least three (3) years of business/corporate experience, within the last five (5) years, in the provision of comprehensive healthcare services to an aggregate patient population of a minimum of 50,000 ~~inmate~~ patients at any one time in prison, jail or other comparable managed healthcare settings. The Department understands that, due to the size and complexity of the inmate healthcare program, the service solution may require partnerships, joint ventures, and/or subcontracting between two or more companies, and therefore will consider the combined experience and qualifications of any such partnerships meeting these requirements. To ensure the bidding entity is qualified to serve inmate populations in prison settings, the vendor(s), whether responding independently, as a partnership, as a joint venture, or with a response that proposes utilization of subcontractor(s), must collectively have at least five (5) total years of business/corporate experience with appropriately experienced management and at least three (3) total years of business/corporate experience within the last five (5) years, providing comprehensive healthcare with sufficient levels of service in all areas (dental, mental health and physical healthcare) comparable to the service levels sought via this RFP to an ~~inmate~~ patient population of at least 50,000 ~~inmates~~ patients.

Throughout the term of the resultant contract, it will be the policy of the Department to maintain the institutional capacities and functional grades shown in EXHIBIT A at or near the maximum level at each institution. Note: The actual population at each institution may not currently be at maximum capacity; however, the proposer shall be prepared to deliver healthcare services up to and including the identified maximum capacity level during the term of the resultant contract.

Comprehensive healthcare services shall be made available to inmates according to the program definitions and specifications outlined in this RFP and any applicable exhibits. Access to and provision of comprehensive healthcare services will be in accordance with minimum constitutionally adequate levels of healthcare and in compliance with

Department Policies and Procedures, court orders, Health Services' Bulletins (HSB's), Technical Instructions (TI's), Department Healthcare Standards, and Department Memoranda regardless of place of assignment or disciplinary status.

In addition, subsequent to establishing a contract resulting from this RFP, if the Department determines that additional services within the scope of the service, additional minimum specifications, modifications, or deletions are needed, and it is in the Department's best interest to change the scope of service with regards to the specified service delivery, then the Department reserves the right to amend the Contract with any Contractor receiving an award. Only changes within the general scope of service are allowed under Chapter 287, Florida Statutes. No additional compensation shall be granted to the Contractor unless the conditions under Chapter 287, Florida Statutes has been satisfactorily met and/or allowed. Successful Contractors should be prepared in advance to make required changes.

In the event any contract resulting from this RFP is terminated early by either party, the Department reserves the right to procure services from the next highest ranking responsive and responsible Proposer.

2.4 Start-up and Service Implementation

The Contractor must have the capability to implement service delivery as described herein on a date agreed upon between the Contractor and the Department; however, implementation shall be completed between the dates of April 1, 2012, and June 30, 2012. The Department reserves the right to revise the Calendar of Events and/or cancel this RFP as it deems necessary, in the best interest of the State of Florida.

To be included in the RFP, the Contractor shall develop a comprehensive transition plan on start dates for health services delivery at each institution. The schedule shall include a transition plan for each institution and each area of health services delivery within the Department, and must be agreed to in writing by the Department's Contract Manager.

2.5 Term of Contract

It is anticipated that the initial term of any Contract(s) resulting from this RFP shall be for a five (5) year period, with annual reviews, to be scheduled at the Department's discretion. At its sole discretion, the Department may renew the Contract for an additional five (5) year period. The renewal shall be contingent, at a minimum, on satisfactory performance of the Contract by the Contractor as determined by the Department and subject to the availability of funds. If the Department desires to renew the Contract resulting from this RFP, it will provide written notice to the Contractor no later than ninety (90) days prior to the Contract expiration date.

2.6 Pricing Methodology

The Department is seeking pricing that will provide the best value to the State; therefore, interested vendors must submit a Price Proposal utilizing the Price Information Sheets provided at the end of this document. Proposers are encouraged to submit an Price Proposal in such a manner as to offer the most cost effective and innovative solution for services and resources the Proposer can offer, as cost efficiency for the State will be a consideration in determining whether a contract will be awarded based on responses to the RFP and the selection of a service provider. Proposers shall provide the Price Proposal according to the instructions provided in Section 5.11, Price Proposal.

The Contract resulting from this RFP will be a full risk Contract without any caps or aggregate levels after which costs are shared. The successful Contractor will be responsible for all costs associated with the provision of comprehensive healthcare services, including costs for pharmaceuticals (if the Contractor is awarded the Pharmaceutical Services component), with the exception of including HIV/STD care and pharmaceuticals provided by the County Health Departments at selected institutions, through the Department's 340b Agreement with the Florida Department of Health (See EXHIBIT O). The Department reserves the right to add/delete sites, as well as other medical and or mental health services and related drugs that are covered under the 340b drug pricing program. The Contractor may be required to certify receipt or non-receipt of medications ordered for treatment purposes.

In addition, the Department reserves the right to access any programs under the new Federal Healthcare Reform Act, Federal State Local Grants, and Partnership opportunities, or any state initiatives, that result in savings on healthcare costs. Changes will be made by formal contract amendment, as indicated in Section 7.6, Contract Modifications.

Proposers shall provide a single capitation rate, (per-inmate, per-day) for the delivery of comprehensive healthcare services in Regions I, II and III. The contract payment(s) will be based on the average monthly number of incarcerated inmates as reported in the Department's official Monthly Average Daily Population (ADP) report. If the Contractor is not awarded the Pharmaceutical Services component, the Departments' cost of all non-formulary pharmaceuticals and emergency pharmaceuticals filled at local pharmacies will be adjusted from the monthly payment.

The cost of the Health Services Contract Monitors will be a deduction from the monthly management payment to the Contractor. The actual cost for such deductions will be based upon the appropriated rate, salary and expense dollars for the function.

The Proposer shall provide a pricing breakdown for health services cost per discipline and area of service, annual/per-diem, for the following categories:

- Medical
- Dental
- Mental Health
- Pharmacy
- Administrative
- ~~EHR~~
- ~~Tele-health~~
- Off site Services(Hospital, Convalescent/Skilled Nursing Home care, Dialysis, Specialty Consults and Care)
- Other Staffing/personnel (Contractor's non-salaried employees)

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

Medical Services

- Primary and specialty care
- All other therapeutic and diagnostic ancillary services
- All emergency room, outpatient and inpatient hospital care
- All medical on or off-site specialty referrals
- Physical and occupational therapy
- All health related and assistive devices unless covered by vocational rehabilitation
- Hearing screening and diagnostic services necessary to identify and treat serious hearing impairment
- All optometry and podiatry services
- Ambulance and other medically related transportation

Mental/Behavioral Health Services

- All psychiatric, psychological and counseling services
- All mental health outpatient and inpatient care
- All mental health on or off-site specialty referrals
- Therapeutic and diagnostic ancillary services as listed under "Medical Services" when these are ordered as part of the mental health delivery process
- Psychological testing, evaluations and reports
- All psychological assessment instruments, scoring and interpretation reports

Dental Services

- All onsite dental care
- All on and off-site specialty care
- All on and off-site oral surgery
- All dental supplies
- All dental equipment repair and/or purchases
- All dental laboratory costs
- All oral pathology costs
- ~~Ability to provide digital radiography within one year of execution of the contract~~
- All X-ray machine registration and inspection fees

Pharmacy Services

- All prescription medications (except for medications provided through the Federal 340b Drug Discount Program)
- Over-the-counter medications
- Acquire and maintain all pharmacy licenses
- Monthly consultant pharmacist inspections

Information Systems ~~Electronic Health Record~~

- ~~Development and implementation services~~
- Hardware and software costs, to include computer equipment (see Section 3.16.4) and user license fees for health care information systems
- Ongoing maintenance and updates
- Training of vendor ~~and the Department's~~ staff

Utilization Management

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

Other Costs across Service Categories

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

- All costs for medical/surgical and office supplies
- All costs for on-site medical and office equipment that are needed in addition to existing equipment
- Other costs not specifically identified but commonly associated with delivery of necessary health services
- Vendor required computer installations, software, etc.
- The Contractor shall not dispute or refuse acceptance of any inmate assignment based on any medical and/or mental health condition(s). Furthermore, no additional compensation shall be granted to the Contractor unless the conditions under Chapter 287, Florida Statutes has been satisfactorily met and/or allowed.

2.7 Exhibits & Resources CD

The Department is providing the following Exhibits and Resources via CD ROM for informational purposes to assist vendors in preparing proposals. Many exhibits contain multiple files. In addition, some exhibits contain information on correctional institutions that are not covered by this RFP. The proposer may disregard any information that does not pertain to correctional institutions located in the region(s) covered by this RFP (reference Section 2.2). All possible efforts have been made to ensure the information contained in the exhibits is accurate, complete, and current; however, the Department does not warrant the information contained in any of the exhibits referenced below is indeed accurate, complete, or current.

- test for communicable diseases, including appropriate laboratory and diagnostic tests (STD's and TB skin testing as appropriate); the Contractor's physician must test for HIV (HIV testing is offered at reception and upon transfer, but is optional until the required pre-release test);
- initiate and prescribe treatment, therapy, and/or referrals when appropriate;
- perform other tests and examinations as required and indicated, including physicals for work release inmates and food handlers when necessary, and
- Mental health status and history.

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

A review of the initial health appraisal process shall be required each month from each institution through one or more of the following processes: Contractor's reports to the Department, the Department's Contract Monitoring staff review, and/or EHR data collection. ~~The Department shall have final authority over calculation methods and determination of the number of non-compliant receiving and transfer screenings requiring payment of liquidated damages.~~

- The findings of the preliminary screening and evaluation will be documented in the inmates' health records. Additionally, transferred inmates initial screening forms will be reviewed and verified for their accuracy by qualified health care staff.
- Health care professionals shall refer inmates exhibiting signs of acute mental illness, psychological distress, or danger of harm to self or others to the qualified mental health professional staff member for further evaluation.
- The preliminary health evaluation will include a review of the respective transferee's medical record from the transferring reception center, including:
    - Inquiry into:
        - Current illness
        - Communicable diseases
        - Alcohol and chemical abuse history
        - Medications currently being taken and special health care requirements
        - Dental health status
        - Chronic health problems
        - Immunizations
        - Dietary requirements
        - Suicide risk
    - Observation of:
        - Loss of consciousness
        - Mental status (including suicidal ideation)
        - Odd conduct, tremors, or sweating
        - Condition of skin and body orifices including signs of trauma, bruises, lesion, jaundice, rashes, infestations, and needle marks or other indications of drug abuse.
- Explanation of procedures necessary for inmates to access medical, mental health and dental services.
- Inmates will be classified into one of the following categories:
    - Immediate emergency treatment needed
    - Assignment to infirmary
    - Referral to an appropriate health service
    - Assignment to the general population

3.3.5 Daily Processing of Inmate Sick Call Request

The Department utilizes a written "Inmate Sick Call Request Form" to permit inmates to request health care services. These forms are collected and reviewed daily by nursing staff. Most Inmate Sick Call request forms require a face-to-face meeting with health services staff, which must occur within one working day.

As noted in Section 3.3.13, the Department is considering a mission change at Reception and Medical Center Hospital in Lake Butler. If the Department decides to continue operating RMC Hospital as a licensed hospital, inmate transfers/movement and/or referrals between other institutions and RMC hospital will not be subject to the $250 off-site transportation fee.

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

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

Contract employees shall not provide personal transportation services to inmates.

3.3.20 Infection Control Program

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

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

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

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

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

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

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

3. The Contractor must ensure that the health care status of inmates admitted to outside hospitals is reviewed to assure that the duration of hospitalization is no longer than medically indicated.
4. The Contractor must ensure that its staff documents all health care contacts in the medical record.
5. The Contractor must provide a staffing plan that identifies all personnel required to perform the services and/or responsibilities under the Contract. All staffing plans shall be approved by the Department's Office of Health Services.
6. The majority of outside services should be provided within a forty-five (45)-mile radius of each of the Department's secured institutions.
7. The Contractor will be responsible for the cost of disposal of all bio-hazardous, hazardous and/or other EPA regulated waste produced in the care, diagnosis, and treatment of the inmate.
8. The Contractor will be responsible for all long distance phone charges.

3.14.2 Administrative Functions

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

1. Attendance at monthly contract overview meetings;
2. Attendance at institution monthly/weekly Wardens meetings;
3. Attendance at regional meetings scheduled by the Regional Director;
4. Attendance at statewide meetings scheduled by the Department;
5. Reporting in compliance with statutes, rules, policies and procedures, court orders, health services bulletins, court orders, and other contractual requirements set forth by the Department. (risk management/incident reporting; infection control, quality management; HIPAA reports, etc.);
6. Attendance by Designated Office of Health Services staff and/or Health Services Administrator for each institution at all Regional Directors meetings;
7. Participation in statewide Quarterly Pharmaceutical and Therapeutic, and Quality Management meetings.
8. Provide administrative support for tracking inmate co-payments in the Department's Offender Based Information System (OBIS) or through ~~the~~ an Electronic Health Record (see Section 3.16.16);
9. Responding to inmate health care requests and grievances;
10. Tracking and responding to inquiries from family members and officials making inquiry about health care issues on behalf of inmates. This includes referrals from the Department, the Executive Office of the Governor, and other elected officials.
11. Tracking and providing information in response to public records requests
12. Tracking and providing information in response to requests from the Office of Attorney General, DOH, and AHCA.

~~3.15 Telehealth~~

~~Telehealth is not currently utilized in any region; however, the Contractor ultimately selected through this RFP process shall utilize telehealth at Contractor's own expense to facilitate provision of services where such services can be appropriately provided by these means and the resulting telehealth design results in improving responsiveness of care, reducing security costs by reducing medical escorts and improving public safety. This service will be considered under any resultant contract as a service to be delivered at no cost to the state.~~

~~The goal of the Department is to develop a telehealth management application. The purchase will include product updates/upgrades, training, maintenance and support. Telehealth is to be a web-based, integrated, COTS system. The software, by sharing information about practice variations with individual providers, will assist the staff in the use of resources and help with improving overall quality of inmate healthcare. The software will support clinical positions and provide guidance to reviewers as well as enhance consistency of inmate healthcare.~~

~~The Department desires to use interactive audio-visual technology ("telehealth and/or telemedicine") at all of its major institutions. The goals in using telemedicine will be to improve inmate's access to primary health services, improve the quality and timeliness of primary, psychiatric, and specialty health services, and reduce the cost and disruption of~~

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

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

3.16.16 Electronic Health Record (EHR)

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

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

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

~~The Department requires a paperless health record in compliance with the Health Care Reform Act, but no later than January 2014. Contractor must submit a plan for moving from a paper-based record system to a paperless health record. The plan must address such issues as hardware, software, transition, technical support, and ownership at the termination of the contractual period.~~

~~If multiple vendors are awarded contracts to provide health care, then those providers must ensure that their electronic health records are compatible so that files can be transferred between different systems.~~

~~The Contractor's EHR:~~

- ~~Must integrate and exchange encounter data in XML format including documentation version control and electronic signature encryption.~~
- ~~Must be able to exchange data with other systems as approved by OIT and/or required by OHS.~~
- ~~Must integrate single sign on access for all users to physician and patient medical reference library such as Up-to-date.~~
- ~~Must provide Hosted solutions with no server hardware onsite. The contractor is to provide complete disaster recovery services including fail over data centers.~~
- ~~Should combine patient records including scanned documents and dynamic (keyed) data entry document types.~~
- ~~Should provide the feature of Electronic signature workflows on all document types.~~
- ~~There should be an option to electronically verify medications on demand with outside providers via RXHUB or similar data sources.~~
- ~~Should have a device level security for individual PC's and Laptops to access the EHR.~~
- ~~Must not utilize a Virtual Private Network (VPN).~~

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

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

3.17 Health Records

All inmates must have a health record that is up-to-date at all times, and that complies with problem-oriented health record format, Department's policy and procedure, and ACA and/or NCCHC standards. The record must accompany the inmate at all health encounters and will be forwarded to the appropriate institution in the event the inmate is transferred. All procedures (including HIPAA and the HITECH Act) concerning confidentiality must be followed.

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

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

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

3.22.11 The Contractor must guarantee the availability of data in its custody to the Department during an emergency that may occur at the Proposer or the Department.

3.22.12 The Department must retain ownership of all Department provided information or any information related to the Department generated as a result of or in participation with this service.

3.22.13 No disclosure or destruction of any Department data can occur without prior express consent.

3.22.14 The Contractor shall provide for the timely and complete return of all Department information in an acceptable format when the contractual relationship effectively terminates.

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

3.22.16 The Contractor will be required to maintain full accreditation by the American Correctional Association (ACA) and/or National Commission on Correctional Health Care (NCCHC) for the healthcare operational areas in all institutions in which healthcare services are provided. ~~Failure to maintain accreditation will result in the assessment of liquidated damages as set forth in Section 3.36.1.~~ (Information on the ACA and the NCCHC is available on their web-sites at http://www.corrections.com/aca/ and http://www.ncchc.org/, respectively.

3.22.17 The Contractor shall ensure that prior to the execution of the subcontractor agreements for healthcare delivery (including pharmaceuticals), all subcontractor agreements are approved by the Department's Contract Manager and contain provisions requiring the subcontractor to comply with all applicable terms and conditions of the contract resulting from this RFP.

3.22.18 The Contractor agrees to modify its service delivery, including addition or expansion of comprehensive healthcare services in order to meet or comply with changes required by operation of law or due to changes in practice standards or regulations, or as a result of legal settlement agreement or consent order or change in the Department's mission.

3.22.19 Any changes in the scope of service required to ensure continued compliance with State or Federal laws, statutes or regulations, legal settlement agreement or consent order or Department policy, regulations or technical instructions will be made in accordance with Section 7.6, Contract Modifications.

3.23 Permits, Licenses, and Insurance Documentation

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

3.23.1 The face-sheet of the Contractor's current insurance policy showing sufficient coverage as indicated in Section 7.15.

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

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

3.24 Communications

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

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

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

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

3.24.2 The Contractor shall respond to informal and formal communications in writing, transmitted by facsimile and/or email, with follow-up by hard copy mail.

3.24.3 A date/numbering system shall be utilized by the Contractor, for tracking of formal communication.

3.24.4 The only personnel authorized to use formal Contract communications are the Department's Senior Executive Management Staff, Office of Health Services Senior Management Staff, Contract Manager, Contract Administrator, and the Contractor's CEO or Contractor's Representative. Designees or other persons authorized to utilize formal Contract communications must be agreed upon by both parties and identified in writing within ten (10) days of execution of the Contract. Notification of any subsequent changes must be provided in writing prior to issuance of any formal communication from the changed designee or authorized representative.

3.24.5 In addition to the personnel named under formal Contract communications, personnel authorized to use informal Contract communications include any other persons so designated in writing by the parties.

3.24.6 In addition to the Contract communications noted in Section 3.24.1 in this Contract, if there is an urgent administrative problem, the Department will make contact with the Contractor and the Contractor shall orally respond to the Contract Manager or his/her designee within two (2) hours. If a non-urgent administrative problem occurs, the Department will make contact with the Contractor and the Contractor shall orally respond to the Contract Manager or his/her designee within forty-eight (48) hours. The Contractor shall respond to inquiries from the Department by providing all information or records that the Department deems necessary to respond to inquiries, complaints, or grievances from or about inmates within three (3) working days of receipt of the request. The Contract Manager shall be copied on all such correspondence.

3.25 Final Implementation Plan and Transition Date Schedule

3.25.1 Pursuant to Senate Bill 2000 (see EXHIBIT X), current Department of Corrections' employees who are affected by the health services privatization initiatives shall be given first preference for continued employment by the contractors. The Department shall make reasonable efforts to find a suitable job placement for employees who wish to remain state employees.

3.25.2 The Contractor shall provide regular reports to the Department, not less than weekly, on the status of such interviews and the transition in general. If the Contractor elects to not hire a displaced employee, the Contractor shall identify in the report the name of the employee and the reasons for the decision not to hire.

3.32.6.2 Quarterly Medical Code 99 Emergency Work Sheet Report: The Contractor shall provide a Quarterly Med Code 99 Emergency Work Sheet (DC4-679) in accordance with HSB 15.03.22.

3.32.6.3 Quarterly Impaired Inmate Meeting Report (including meeting): The Contractor shall provide a Quarterly Impaired Inmate Meeting Report with minutes in accordance with HSB 15.03.25.

3.32.6.4 Annual Disaster Plan Drill Report: The Contractor shall provide an Annual Disaster Plan Drill Report in accordance with HSB 15.03.06.

3.32.6.5 Annual Emergency Preparedness Roster: The Contractor shall provide an Annual Emergency Preparedness Roster in accordance with HSB 15.03.06.

3.32.7 Outbreak/Communicable Disease Reporting

3.32.7.1 Summary of Infection Control Investigation Table V Report: The Contractor shall provide an immediate Summary of Infection Control Investigation Table V Report (DC4-539) by each institution in accordance with Infection Control Manual.

3.32.7.2 Summary Outbreak Report: The Contractor shall provide an immediate Summary Outbreak report (DC4-539A) by each institution in accordance with Infection Control Manual.

3.32.7.3 Summary Tuberculosis INH Information Summary Report: The Contractor shall a provide Tuberculosis INH Health Information Summary Report (DC4-758) by each institution completed before end of sentence in accordance with HSB 15.03.18.

3.32.7.4 Summary HIV/Aids Health Information Summary Report: The Contractor shall a provide HIV/Aids Health Information Summary Report (DC4-682) by each institution completed before end of sentence in accordance with HSB 15.03.18.

3.32.7.5 Summary Bloodborne Pathogen Report: The Contractor shall provide a Inmate Bloodborne Pathogen Report (DC4-798) by each institution in accordance with Bloodborne Pathogen Manual.

3.32.8 Monthly Mental Health Reporting

3.32.8.1 Aftercare Status Report: The Contractor shall provide a monthly Aftercare report in accordance with HSB 15.05.21.

3.32.8.2 Mental Health Emergency and Admission/Discharge Reports: The vendor shall provide OHS with monthly reports that include information about mental health emergencies, incidents of self-harm behavior, admissions/discharges from inpatient units, and admissions/discharges from infirmary care for inmates on Self-Harm Observation Status.

3.32.8.3 Outside Medical Care Report: The vendor shall also provide OHS with a written mental health summary in a format designated by OHS for all inmates who engage in self-injurious behaviors that result in transportation to an outside medical facility.

3.32.9 Monthly Administrative Reporting

3.32.9.1 Monthly Staffing Report: The Contractor shall provide a Monthly Staffing Report by each institution which includes, but not limited to, position title, staff member's name, position number, date of hire, full time, ~~or~~ part time or temporary hours, start date, shift, vacant date and penalty date.

3.32.9.2 Monthly Personnel Action Report: The Contractor shall provide a Monthly Personnel Action Report by each institution which includes a summary of any personnel actions, positive and/or

3.34 Contractor's Performance

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

The monitoring of comprehensive health service delivery will take place ~~four (4)~~ two (2) times a year. The audit will be performed by the Department's Office of Health Services.

3.34.1 Performance Outcomes, Measures, and Standards

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

3.34.1.1 MEDICAL SERVICES

3.34.1.1.1 Access to Care

1. Inmates have access to care to meet their serious medical, dental, and mental health needs.

   Outcome: Inmates have access to care in a timely manner with referral to an appropriate clinician as needed.
   Measure: Documentation by DC4-698B, DC4-698A, and the Call Out Schedule (OBIS).
   Standard: Achievement of outcome must meet one hundred percent (100%) of chart reviews.
   Reference: Procedure 403.006, HSB 15.05.20 and HSB 15.03.22.

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

   Outcome: A comprehensive health services orientation will be completed upon arrival.
   Measure: Documentation by DC4-773 and/or OBIS and inmate receives Health Services Inmate Orientation Handbook
   Standard: Achievement of outcome must meet one hundred percent (100%) of inmates receives information regarding access to care and have documentation in the record to support it.
   Reference: Procedures 403.008, 401.014, HSB 15.01.06

Measure: Completed DC4-760A
Standard: Achievement of outcome must meet ninety five percent (95%).
Reference: Procedure 401.017, 401.014

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

   Outcome: Inmates who are referred to a clinician are seen by an appropriate level clinician in accordance with established guidelines for routine, urgent and emergent care.
   Measure: Completed DC4-701
   Standard: Achievement of outcome must meet one hundred percent (100%) of records reviewed.
   Reference: Procedure 401.014

6. Inmates have continuity of prescribed medication.

   Outcome: Inmates that have a current prescribed medication/s when arriving to the new institution have continuity of medication.
   Measure: Completed DC4-760A and DC4-701A
   Standard: Achievement of outcome must meet one hundred percent (100%) of records reviewed.
   References: Procedure 401.017

7. Medication Administration

   a. Outcome: Inmates are administered medication as ordered by the Clinician
      Measure: DC4-701A
      Standard: Achievement of outcome must meet one hundred percent (100%).
      Reference: Procedure 403.007 *Medication Administration and Refusals*

   b. Outcome: Medications are documented on the DC4-701A *Medication and Treatment Record*. Each dose of medication not administered is circled and an explanation written on the back of the DC4-701A.
      Measure: DC4-701A
      Standard: Achievement of outcome must meet ninety percent (95%).
      Reference: Procedure 403.007 *Medication Administration and Refusals*

3.34.1.1.4 Pre-Release Planning

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

Outcome: All inmates are offered an HIV Test prior to the EOS Date unless the inmate has a previous positive HIV Test Result on file.
Measure: Documentation of an HIV test result, signed consent or refusal in medical record.
Standard: Achievement of outcome one hundred percent (100%).
Reference: Section 945.355, Florida Statutes

~~3.34.1.1.5 The Problem List in medical record documents inmate's current medical problems~~

~~Outcome: Inmate medical record has an up to date Problem List.~~

~~Measure: Current medical, mental or dental issues are documented on the Problem List "DC4-730" in the medical record.~~
~~Standard: Achievement of outcome must meet ninety percent (90%).~~
~~Reference: Procedure 401.014~~

3.34.1.1.6 Specialized Medical Care

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

   Outcome: Provide specialty consultation appointments.
   Measure: A completed Consultation Request/Consultant Report Form "DC4-702" in the record and a log that reflects appointments are made in accordance with established guidelines for routine, urgent and emergent care.
   Standard: Achievement of outcome ninety-five percent (95%).
   Reference: HSB 15.09.04

2. Follow up care after Specialty Consultation

   Outcome: Inmates seen by a specialist will have the Consultant Report reviewed by the clinician. The clinician will either approve recommended procedure/treatment or recommend alternative clinically appropriate treatment options and discuss them with the inmate.
   Measure: Completed Consultation Request/Consultant Report Form "DC4-702" Chronological Record "DC4-701 for entry by clinician of clinically appropriate procedure/treatment and communication with inmate record review for procedure/treatment implementation.
   Standard: Achievement of outcome one hundred percent (100%)
   Reference: HSB 15.09.04.

3.34.1.1.7 Hunger Strikes

Outcome: The Chief Health Officer at the institution is responsible for the treatment of inmates on hunger strike.
Measure: Documentation of appropriate medical interventions as outlined in Procedure 403.009, Management of Hunger Strikes.
Standard: Achievement of outcome must meet one hundred percent (100%).
Reference: Procedure 403.009

3.34.1.1.8 Prescribed Therapeutic Diets

Outcome: Therapeutic Diets are prescribed by a clinician.
Measure: Diet Prescription/ Order "DC4-728" signed by clinician.
Standard: Achievement of outcome must meet ninety five percent (95%).
Reference: Procedure 401.009

~~3.34.1.1.9 Documentation~~

~~Staff is to provide appropriate documentation of health care treatments, diagnostics, services and related health care issues.~~

~~Outcome: Documentation is complete and legible in accordance with policy and procedure.~~

~~Measure: Documentation on all forms is in accordance with policy.~~
~~Standard: Achievement of outcome ninety five percent (95%).~~
~~Reference: Nursing Manual and Florida Statute 458.331~~

3.34.1.1.10 Chronic Illness Clinics

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

Chronic illness clinics include, but are not limited to:

Immunity	Cardiac
Gastrointestinal	Endocrine
Neurology	Respiratory
Oncology	Miscellaneous

1. Outcome: Inmates will be assigned to the appropriate chronic illness clinic based on clinical need.
   Measure: DC4-701F
   Standard: Achievement of outcome ninety five percent (95%)
   Reference: HSB 15.03.05

2. Outcome: Inmate in chronic illness is seen by the clinician in accordance with HSB and clinical need.
   Measure: DC4-701F
   Standard: Achievement of outcome ninety five percent (95%)
   Reference: HSB 15.03.05

~~3. Outcome: Lab results are available to the clinician prior to chronic illness appointment.~~
~~Measure: Documentation that lab results were available in the medical record.~~
~~Standard: Achievement of outcome ninety five percent (95%)~~
~~Reference: HSB 15.03.05~~

~~4. Outcome: Appropriate Flow Sheet was completed during chronic illness clinic appointment~~
~~Measure: Completed appropriate DC4-770~~
~~Standard: Achievement of outcome ninety five percent (95%)~~
~~Reference: HSB 15.03.05~~

3.34.1.1.11 Lab testing and results

1. Outcome: All diagnostic tests are obtained as prescribed or clinically indicated.
   Measure: Documentation of orders on DC4-701, DC4-714B.
   Standard: Achievement of outcome must meet ninety five percent (95%)
   Reference: HSBs 15.03.04 and 15.05.20

2. Outcome: Clinician reviews results of diagnostic test
   Measure: Results are initialed by a clinician indicating review
   Standard: Achievement of outcome must meet ninety five percent (95%)
   Reference: HSB 15.03.05; TI 15.03.39, HSB 15.05.20

Measure: Documentation by nurse on sick call request form DC4-698A and DC4-698B.
Standard: Achievement of outcome must meet ninety five percent (95%)
Reference: Procedure 403.006

c. Outcome: The inmate's sick call request is scheduled and followed up according to priority. All emergencies are seen immediately.
Measure: DC4-698A, DC4-698B, DC4-683 Series
Standard: Achievement of outcome must meet ninety five percent (95%)
Reference: Procedure 403.006

3. Sick Call Referral process

Outcome: All inmates who come to sick call on the third (3rd) time with the same complaint (unless it is scheduled) will be referred and evaluated by a clinician.
Measure: Documentation on DC4-701 by clinician for sick call complaint.
Standard: Achievement of outcome must meet one hundred percent (100%)
Reference: Procedure 403.006

~~3.34.1.1.14 No Show for medical appointments, etc.~~

~~Outcome: Inmates who do not come for scheduled appointments and/or medication will be reported to security.~~
~~Measure: Documentation on the No Show Call Out Log "DC4-701L" and signed refusal and/or entry in OBIS of No Show or documentation of refusal on the Medication Administration Record.~~
~~Standard: Achievement of outcome must meet one hundred percent (100%)~~
~~Reference: Procedure 403.007~~

3.34.1.1.15 Specialty Care

1. Wound prevention and care

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

2. Palliative Care

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

3. Vision Care

a. Outcome: All inmates will receive a vision screening during the reception process, routine, emergent screening based on inmate need.

Reference: HSB 15.03.22

3.34.1.1.18 Prison Rape and Elimination Act

Outcome: All Medical Staff receives training on the Prison Rape and Elimination Act Procedure and associated Health Services Bulletin.
Measure: Documentation on file that Medical Staff had training in PREA; compare employee roster with training documents
Standard: Achievement of outcome must meet one hundred percent (100%) of record reviews.
Reference: Federal Senate Bill 1435, Prison Rape Elimination Act (PREA), Florida Statute 944.35, Florida Administrative Code Chapter 33-602 and Sections 33-208.002 and 33-208.003, Prison Rape: Prevention, Elimination and Investigation 108.010 and Post-rape Medical Action, 15.03.36, DC4-683M.

3.34.1.1.19 Alleged Sexual Battery/Post-Rape Medical Action

Outcome: Medical Staff delivers care as outlined per policy to inmates who state they are the victim of an alleged sexual battery.
Measure: Completed DC4-683M
Standard: Achievement of outcome must meet one hundred percent (100%)
Reference: Procedure 108.010, HSB 15.03.36, DC4-683M

3.34.1.1.20 Infirmary services

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

1. Outcome: There will be a physician or designee on call for the infirmary twenty four (24) hours seven (7) days a week.
   Measure: Review on call-schedule. Physician (or designee) rounds performed and documented daily on either a DC4-714A or DC4-701.
   Standard: Achievement of outcome one hundred percent (100%).
   Reference: HSB 15.03.26

2. Outcome: Infirmary nursing services provided under the direction of a registered nurse.
   Measure: Staff schedule will have a registered nurse scheduled twenty four (24) hours seven (7) days.
   Standard: Achievement of outcome must meet one hundred percent (100%).
   Reference: HSB 15.03.26

~~3. Outcome: Inmates who exceed twenty three (23) hours of observation are admitted to the infirmary.~~
~~Measure: Documentation of DC4-732 (nurse admit form), DC4-714B, 797E (infirmary log).~~
~~Standard: Achievement of outcome must meet ninety five percent (95%).~~
~~Reference: HSB 15.03.26~~

4. Outcome: Physician infirmary rounds made on a daily basis (Monday – Friday), except holidays.

Outcome: Medical staff at all institutions will collect surveillance data on selected active, acute infections according to standard infection control surveillance procedures.
Measure: Complete documentation of all DC4 539 A Summary of Infection Control Investigations-Table V, DC4 539 B Infection Control Tables I and II, DC4 539 E Dialysis Unit Infection Control Report.
Standard: Achievement of Outcome must meet ninety-five percent (95%).
Reference: Infection Control Manual Chapter V

3. Management of Methicillin Resistant Staphylococcus Aureus

Outcome: Inmates will be screened for MRSA infection as outlined in chapter XIX of the Infection Control Manual
Measures: Review of medical record will have the following criteria met:

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

Standard: Achievement of Outcome must meet ninety-five percent (95%).
Reference: Infection Control Manual Chapter XIX

4. Bloodborne Pathogens

a. Outcome: All bloodborne pathogen exposure incidents must be assessed by medical to determine the significance and risk.
Measure: Review of DC4-798 (Bloodborne Pathogens Exposure – Screening Incident) and DC4-799 (Inmate Bloodborne Pathogen Exposure Report).
Standard: Achievement of Outcome must meet one hundred percent (100%).
Reference: Infection Control Manual Chapter XIX and Bloodborne Pathogen Exposure Control Plan

b. Outcome: Each facility will develop a Biomedical Waste Plan which addresses the definition, collection, storage, decontamination and disposal of regulated biomedical waste.
Measure: During site visit nurse will observe for Bio-Hazardous waste being placed in red bags and disposed of appropriately and inappropriate waste in red biohazard bags. Ref DC4-788B
Standard: Achievement of Outcome must meet one hundred percent (100%).
Reference: Bloodborne Pathogen Exposure Control Plan, Florida Administrative Code (F.A.C.)chapter 64E-16 and chapter 33, FDC Environmental Health and Safety Manual.

c. ~~Outcome: The storage of "clean" supplies is prohibited in biomedical waste, storerooms except that unused supplies (e.g., red, yellow, water-soluble bags, unfilled biomedical waste containers) and cleaning chemicals and housekeeping supplies may be stored there).~~

~~Measure: Nurse will check biohazard store rooms for clean supplies during site visits.~~
~~Standard: Achievement of Outcome must meet one hundred percent (100%).~~
~~Reference: Bloodborne Pathogen Exposure Control Plan~~

5. Chest x-rays

Outcome: Chest x-rays (CXR) are completed on inmates who have tuberculosis symptoms or a documented positive TST conversion within the last two years and have either not received or completed treatment.
Measure: Documentation that CXR was completed within seventy two (72) hours of completion of DC4-520C and CXR reports
Standard: Achievement of outcome must meet one hundred percent (100%).
Reference: HSB 15.03.18

6. ~~Tuberculosis Screening for HIV Positive Inmates~~

~~Outcome: Inmates with HIV or at risk of HIV infection will be appropriately screened for TB.~~
~~Measure: Documentation on DC4-710A Immunization record and DC4-520C Tuberculosis Symptom Questionnaire, Chest x-ray and/or AFB results if they were ordered.~~
~~Standard: Achievement of outcome must meet one hundred percent (100%).~~
~~Reference: HSB 15.03.18~~

7. Treatment of Latent Tuberculosis Infection

Outcome: Treatment of latent tuberculosis infection shall be considered for all inmates who have a positive skin test when active disease has been ruled out and there are no contraindications to treatment.
Measure: Review of DC4-710A Immunization record and DC4-520C Tuberculosis Symptom Questionnaire, DC4-719 Tuberculosis INH/Treatment for Latent TB Infection (LTBI) Follow-up Visit
Standard: Achievement of outcome must meet one hundred percent (100%).
Reference: HSB 15.03.18

8. Monthly monitoring Tuberculosis Clinic

Outcome: Monthly monitoring by the nurse or clinician if clinically indicated is to be initiated within two (2) weeks after the inmate has been started on INH or TB medications.
Measure: DC4-719 Tuberculosis INH/Treatment for Latent TB Infection (LTBI) Follow-up Visit, MAR(Medication Administration Record
Standard: Achievement of outcome must meet one hundred percent (100%).
Reference: HSB 15.03.18

9. Continuity of Tuberculosis Treatment at End of Sentence

Outcome: Notification to the Department of Health/County Health Department (DOH/CHD) of the status of an inmate's tuberculosis (TB)

evaluation, treatment, or treatment of latent tuberculosis infection (LTBI) when the inmate is released from a Department of Corrections facility.
Measure: DC4-758 Tuberculosis/INH Health Information Summary, DC4-711B Consent for Inspection and/or Release of Confidential Information.
Standard: Achievement of outcome must meet one hundred percent (100%).
Reference: HSB 15.03.18

10. ~~Airborne Infection Isolation Room~~

~~Outcome: Inmates suspected of having infectious tuberculosis disease are isolated in an airborne infection isolation room (AIIR) until known to be non-infectious.~~
~~Measure: Completed documentation that supports that inmate was isolated~~
~~Standard: Achievement of outcome must meet one hundred percent (100%).~~
~~Reference: HSB 15.03.18, DC4-701, DC4-713A DC4-713B, DC4-713C, DC4-684DC4-714A~~

11. ~~Respiratory precautions~~

~~Outcome: A surgical mask is worn by the inmate and a designated respiratory protective device (N-95) is worn by staff.~~
~~Measure: Observation and interview of inmate and staff that appropriate masks are worn.~~
~~Standard: Achievement of outcome must meet one hundred percent (100%).~~
~~Reference: Infection Control Manual, 15.03.18~~

12. Tuberculosis Contact Investigation

Outcome: A Tuberculosis contact investigation is initiated on all infectious cases of Tuberculosis. Final results of the contact investigation must be reported to Department of Health Bureau of TB and Refugee Health within one year of start date
Measure: Completed TB Contact Investigation documentation.
Standard: Achievement of outcome must meet one hundred percent (100%).
Reference: 15.03.18

13. Bloodborne Pathogen Exposure

a. Outcome: The Florida Department of Corrections Bloodborne Pathogen Exposure control plan is implemented at all institutions.
Measure: During site visit the nurse will check to see if bloodborne pathogen manual is accessible to staff
Standard: Achievement of outcome must meet one hundred percent (100%).
Reference: Bloodborne Pathogen Exposure control Plan

b. Outcome: Filled sharps containers is sealed and discarded as biomedical waste when three- fourths (¾) full or filled to the "FULL" line (if present) on the side of the container.
Measure: Inspection of sharps containers during site visit (DC4-788D)
Standard: Achievement of outcome must meet one hundred percent (100%).
Reference: Bloodborne Pathogen Exposure control Plan

5. Timely Compliance with Medicare Certification Requirement

Outcome: All services shall comply with all requirements established for a Medicare End Stage Renal Disease (ESRD) provider.
Measure: Certification as established by the Centers for Medicare and Medicaid Services (CMS).
Critical Standard: Achievement of outcome must meet one hundred percent (100%).
Reference: Centers for Medicare and Medicaid Services

~~6. Compliance with Epidemiological Investigations/Infection Control Procedures/Reports/Audits~~

~~Outcome: All services shall comply with all requirements established for epidemiological/infection control procedures within a dialysis unit.~~
~~Measure: Services in compliance with established published national guidelines and requirements of the Centers for Medicare and Medicaid Services (CMS).~~
~~Critical Standard: Achievement of outcome must meet ninety five (95%) on a quarterly basis.~~
~~Reference: Centers for Medicare and Medicaid Services~~

3.34.1.2 MENTAL HEALTH SERVICES

3.34.1.2.1 Informed Consent

Outcome: All inmates receiving mental health treatment have a signed Consent for Treatment form or Affidavit of Refusal for Health Care Services in their health record or inpatient health record.
Measure: Documentation on DC4-663 Consent to Mental Health Evaluation or Treatment, DC4-649 Consent to Inpatient Mental Health Care, or DC4-711A Affidavit of Refusal for Health Care Services in the health record or inpatient health record.
Standard: Achievement of outcome must meet one hundred percent (100%).
Reference: HSB 15.05.14 Mental Health Services, Section VI. A.

~~3.34.1.2.2 Inpatient Referrals~~

~~Outcome: Mental health transfer request is completed in its entirety and adequately documents clinical need for the specific level of inpatient care requested.~~
~~Measure: Documentation by EF4-001 (electronic form) Medical Transfer Request in the health record; and DC4-657A, Transfer Summary for Inpatient Mental Health Care.~~
~~Standard: Achievement of outcome must meet ninety percent 90%.~~
~~Reference: 404.003 Mental Health Transfers, Section (4) (b).~~

~~3.34.1.2.3 Discharge from Inpatient/Infirmary Care~~

~~Outcome: Upon discharge from Isolation Management/CSU/TCU/CMHTF a Discharge Summary is completed and placed in inmate record.~~
~~Measure: Documented by DC4-657 Discharge Summary for Inpatient Mental Health Care in the health record.~~
~~Standard: Achievement of outcome must meet one hundred percent (100%).~~
~~Reference: HSB 15.05.05 Inpatient Mental Health Services, Section IV, B.~~

~~3.34.1.2.4 Isolation Management Rooms and Observation Cells~~

~~Outcome: Isolation Management Rooms are certified by authorized mental health staff for housing inmates at risk for self-harm.~~
~~Measure: Documentation on DC4-527 Checklist for Review of Isolation Management Room/Observation Cell retained by the institution.~~
~~Standard: Achievement of outcome must meet one hundred percent (100%).~~
~~Reference: Procedure 404.002 Isolation Management Rooms and Observation Cells; HSB 15.03.14, Standards for Isolation Management Rooms.~~

3.34.1.2.5 Access to Care (Mental Health)

1. ~~Mental Health Assessment~~

   ~~Outcome: A comprehensive and systematic program for identifying inmates who are suffering from mental disorder is maintained.~~
   ~~Measure: Documentation by DC4-706 Health Services Profile, DC4-644 Intake Psychological Screening Report.~~
   ~~Standard: Achievement of outcome must meet one hundred percent (100%).~~
   ~~Reference: HSB 15.05.14 Mental Health Services, Section III. B.~~

2. Orientation

   Outcome: Inmates in the general population, regardless of assigned mental health grade, are oriented to mental health services within eight (8) calendar days of arrival at a permanent institution.
   Measure: Mental health orientation documented in OBIS.
   Standard: Achievement of outcome must meet ninety five percent (95%).
   Reference: HSB: 15.05.18 Outpatient Mental Health Services, Section VI. B.

3. Inmate Requests

   Outcome: Inmate-initiated requests are responded to within ten (10) working days of receipt.
   Measure: Documentation of incidental note on DC4-642 Chronological Record of Outpatient Mental Health Care and DC6-236 Inmate Request in the health record.
   Standard: Achievement of outcome must meet ninety-five percent (95%).
   Reference: HSB: 15.05.18 Outpatient Mental Health Services, Section V, A.

4. Inmate-Declared Emergencies/Emergent Staff referrals

   Outcome: Inmate-declared emergencies and emergent staff referrals are responded to as soon as possible, but must be within four (4) hours of notification.
   Measure: Documentation on DC4-642G Mental Health Emergency Evaluation, DC4-683A Mental Health Emergency Protocol, in the health record, and DC4-781A, Mental Health Emergency Log.
   Standard: Achievement of outcome must meet one hundred percent (100%).
   Reference: HSB: 15.05.18 Outpatient Mental Health Services, Section V. A.

3.34.1.2.6 Reception Center Services

1. Continuity of Care – Psychotropic Medications

Outcome: If the inmate was taking psychotropic medication immediately prior to transfer from the county jail, the screening medical staff person arranges for continuity of such care, until such time as the inmate is seen by psychiatric staff.
Measure: Documentation on DC4-701A Medication Administration Record in the health record.
Standard: Achievement of outcome must meet one hundred percent (100%).
Reference: 15.05.17 Intake Mental Health Screening at Reception Centers, Section V. A.

2. Psychiatry Referral – Past History

Outcome: If the inmate received inpatient mental health care within the past six (6) months or received psychotropic medication for a mental health disorder in the past thirty (30) days, a psychiatric evaluation is completed within 10 days of referral.
Measure: Documentation on DC4-655 Psychiatric Evaluation in the health record.
Standard: Achievement of outcome must meet one hundred percent (100%).
Reference: HSB 15.05.17 Intake Mental Health Screening at Reception Centers Section V.A.; Procedure 401.014 Health Services Intake and Reception Process Section (3) (a-b).

3. Intake Screening – Psychological Testing

Outcome: Intake screening psychological testing is completed within fourteen (14) days for all new admissions to a reception center.
Measure: Documentation on DC4-644 Intake Psychological Screening Report in the health record.
Standard: Achievement of outcome must meet ninety percent (90%).
Reference: HSB 15.05.17 Intake Mental Health Screening at Reception Centers, Section IV. B.

~~4. Suicide Profile~~

~~Outcome: If the clinical interview reveals information about past suicide attempts or if the results of the Beck Hopelessness Scale are nine (9) or higher, a DC4-646 Initial Suicide Profile is completed.~~
~~Measure: Documentation on DC4-646 Initial Suicide Profile in the health record.~~
~~Standard: Achievement of outcome must meet one hundred percent (100%).~~
~~Reference: HSB 15.05.17 Intake Mental Health Screening at Reception Centers, Section IV. B. 6.~~

~~5. Mental Retardation Classification~~

~~Outcome: The Wechsler Adult Intelligence Scale III or other non-abbreviated, reputable, individually administered intelligence test is administered when the WASI score is <76 or the adaptive behavior checklist rating is <35.~~
~~Measure: Documentation on DC4-644 Intake Psychological Screening Report in the health record.~~
~~Standard: Achievement of outcome must meet ninety percent (90%).~~

~~Reference: HSB 15.05.17 Intake Mental Health Screening at Reception Centers Section IV.B.4.~~

~~6. Prior Records~~

~~Outcome: Requests of past treatment records are briefly documented as an incidental note on DC4-642.~~
~~Measure: Documentation of incidental note on DC4-642 Chronological Record of Outpatient Mental Health Care in the health record~~
~~Standard: Achievement of outcome must meet ninety percent (90%).~~
~~Reference: HSB 15.05.17 Intake Mental Health Screening at Reception Centers, Section IX. C.~~

3.34.1.2.7 Treatment Planning

1. Outpatient Individualized Service Plan

Outcome: The initial individualized service plan is completed within 14 (calendar) days of the inmate being assigned a mental health classification of S-2 or S-3.
Measure: Documentation on DC4-706 Health Services Profile, DC4-643A (Parts I, II, and III) Individualized Service Plan in the health record.
Standard: Achievement of outcome must meet ninety percent (90%).
Reference: HSB: 15.05.11 Planning and Implementation of Individualized Mental Health Services, Section V. A.

2. Inpatient Individualized Service Plan

Outcome: An Individualized Service Plan (ISP) is initiated and approved by the MDST within 14 days of admission to TCU, 5 days of admission to CSU, and 7 days of admission to CMHTF.
Measure: Documentation on DC4-643A (Parts I, II, and III) Individualized Service Plan; DC4-714B Physician Order Sheet in the health record or inpatient health record.
Standard: Achievement of outcome must meet ninety percent (90%).
Reference: HSB 15.05.11 Planning and Implementation of Individualized Mental Health Services

3.34.1.2.8 Outpatient Mental Health Services

1. Case Manager Assignment

Outcome: Inmates with a mental health grade of S-2 or S-3 have a case manager designated within three (3) business days of arrival at a permanent institution.
Measure: Documentation of incidental note on DC4-642 Chronological Record of Outpatient Mental Health Care in the health record.
Standard: Achievement of outcome must meet ninety five percent (95%).
Reference: HSB: 15.05.11 Planning and Implementation of Individualized Mental Health Services; 15.05.18 Outpatient Mental Health Services, Section VII. A. ACA Standard 4-4370

~~2. Case Management~~

~~Outcome: Case management is conducted at least every 90 days~~
~~Measure: Documentation on DC4-642D Outpatient Mental Health Case Management in the health record.~~
~~Standard: Achievement of outcome must meet ninety percent (90%).~~
~~Reference: HSB: 15.05.18 Outpatient Mental Health Services, Section VII. C.~~

3. Level of Care

Outcome: Inmates with a current diagnosis of Schizophrenia or other psychotic disorders including disorders with psychotic features are maintained as a mental health grade of S-3 or higher.
Measure: DC4-706 Health Services Profile and DC4-643A (Parts I, II, and III) Individualized Service Plan in the health record.
Standard: Achievement of outcome must meet ninety five percent (95%).
Reference: HSB: 15.05.18 Outpatient Mental Health Services, Section VII. D.

3.34.1.2.9 Suicide and Self Injury Prevention

1. ~~Suicide Prevention~~

~~Outcome: The number of suicide deaths per thousand inmates per fiscal year assigned to the facilities/region where the Contractor provides care will not exceed the Department's average rate of suicides per thousand inmates for the period from July 1, 2008 to June 30, 2011.~~
~~Measure: The number of inmate deaths by suicide per thousand inmates based on the average daily population during each fiscal year.~~
~~Standard: Suicide deaths per thousand inmates per fiscal year must be equal to or less than the Department's rate of suicides per thousand inmates for the preceding fiscal year.~~

2. ~~Suicide and Self-Injury Prevention Training~~

~~Outcome: Mental health staff receives yearly suicide and self-injury prevention training.~~
~~Measure: Suicide and self-harm prevention training records.~~
~~Standard: Achievement of outcome must meet one hundred percent (100%).~~
~~Reference: Procedure 404.001 Suicide and Self-Injury Prevention, Section 9. A.~~

3. Self-Harm Observation Status Initial Orders

Outcome: For inmates placed on Self-harm Observation Status, there is an order documented in the infirmary record by the attending clinician.
Measure: Documentation on DC4-714B Physician's Order Sheet in the infirmary health record.
Standard: Achievement of outcome must meet one hundred percent (100%).
Reference: Procedure 404.001 Suicide and Self-Injury Prevention, Section (1) (d).

4. SHOS/IMR Observations

Outcome: Observations are completed and recorded by nursing according to the interval specified by the Clinician.
Measure: Documentation on DC4-650

Standard: Achievement of outcome must meet one hundred percent (100%)
Reference: Health Service Bulletin 404.001 *Suicide and Self Injury Prevention;* Health Service Bulletin 15.05.05 *Inpatient Mental Health Services*

5. ~~Property Restrictions~~

~~Outcome: If the inmate's personal property is removed for reasons of safety, such property restrictions and the justifications are documented in the inmate's infirmary health record and reviewed at least every 72 hours to determine whether continuation of the restriction is necessary.~~
~~Measure: Documentation on DC4-714B Physician Order Sheet in the infirmary health record.~~
~~Standard: Achievement of outcome must meet one hundred percent (100%).~~
~~Reference: FAC 33-404.102~~

6. ~~Self-harm Observation Status Observation Frequency~~

~~Outcome: There is documentation that inmates on Self-harm Observation Status are visually checked by appropriate staff at least once every fifteen minutes.~~
~~Measure: Documentation on DC4-650 Observation Checklist in the infirmary health record.~~
~~Standard: Achievement of outcome must meet one hundred percent (100%).~~
~~Reference: Procedure 404.001 Suicide and Self-Injury Prevention, Section (1) (d).~~

7. Daily Counseling

Outcome: Daily counseling by mental health staff (except weekend and holidays) is conducted and documented as a SOAP note.
Measure: Documentation on DC4-714A Infirmary Progress Record in the infirmary record.
Standard: Achievement of outcome must meet ninety five percent (95%).
Reference: Procedure 404.001 Suicide and Self-Injury Prevention, Section (4) (b) 10; HSB 15.03.26 Infirmary Services, Sections V. D. 1 and VII. D.

8. ~~Infirmary Mental Health Care – Continued Stay~~

~~Outcome: The total duration of infirmary mental health care does not exceed fourteen (14) days before the inmate is discharged to a lower level of mental health care or referred to a higher level of care.~~
~~Measure: Documentation on DC4-714B Physician's Order Sheet in the infirmary health record.~~
~~Standard: Achievement of outcome must meet one hundred percent (100%).~~
~~Reference: Procedure 404.001 Suicide and Self-Injury Prevention Heading, Section (4) I 2. h.~~

9. Post-Discharge Continuity of Care

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

Measure: Documentation on DC4-642 Chronological Record of Outpatient Mental Health Care in the health record.
Standard: Achievement of outcome must meet ninety five percent (95%).
Reference: Procedure 404.001 Suicide and Self-Injury Prevention, Section (4) (e) 2.

3.34.1.2.10 Inpatient Mental Health Services

1. ~~Case Manager Assignment~~

~~Outcome: The case manager is assigned within 72 hours of admission to CSU, TCU, or CMHTF (excluding weekends and holidays).~~
~~Measure: Documentation on DC4-642F Chronological Record of Inpatient Mental Health Care in the inpatient health record.~~
~~Standard: Achievement of outcome must meet one hundred percent (100%).~~
~~Reference: HSB 15.05.11 Planning and Implementation of Individualized Mental Health Services, Section IV. A. 3.~~

2. Psychiatric Evaluation at Intake

Outcome: All patients receive a psychiatric evaluation within 72 hours of admission.
Measure: Documentation on DC4-655 Psychiatric Evaluation in the inpatient health record.
Standard: Achievement of outcome must meet one hundred percent (100%).
Reference: HSB 15.05.05 Inpatient Mental Health Services, Section IV. B. 4. g.

3. ~~Risk Assessment~~

~~Outcome: A risk assessment is completed within 72 hours of admission to a CSU by a team comprised of mental health staff, security staff, and classification staff.~~
~~Measure: Documentation on DC4-642F Chronological Record of Inpatient Mental Health Care in the inpatient health record.~~
~~Standard: Achievement of outcome must meet one hundred percent (100%).~~
~~Reference: HSB 15.05.05 Inpatient Mental Health Services, Sections IV. B. 4. i. and IV. B. 5. f; 33-404.108(5), F.A.C.~~

4. Planned Scheduled Services

Outcome: A minimum of 12 hours of planned scheduled services per week is available to each patient in a CSU and a TCU, and a minimum of 15 hours of planned scheduled services is available to each patient in a CMHTF.
Measure: Documentation on DC4-664 Mental Health Attendance Record or DC4-711A Affidavit of Refusal for Health Care in the inpatient health record.
Standard: Achievement of outcome must meet one hundred percent (100%).
Reference: Administrative Memorandum dated 7/8/2003, “Levels and Privileges System for Inpatient Mental Health Units”.

5. Assessments

Outcome: Nursing observations are documented in accordance with established policy.
Measure: Documentation on DC4-530, DC4-531, DC4-692, DC4-642

Standard: Achievement of outcome must meet ninety percent (90%)
Reference: Health Service Bulletin 15.05.05 *Inpatient Mental Health Services*

3.34.1.2.11 Psychiatric Restraints

1. ~~Physician Orders – Clinical Rationale~~

~~Outcome: Physician's orders document the clinical rationale for restraint.~~
~~Measure: Documentation on DC4-714B Physician's Order Sheet.~~
~~Standard: Achievement of outcome must meet one hundred percent (100%).~~
~~Reference: HSB 15.05.10 Psychiatric Restraint, Sections VIII. B and XI. A. 3.~~

2. Physician Orders – Duration

Outcome: Physician's orders document the maximum duration of the order for restraint.
Measure: Documentation on DC4-714B Physician's Order Sheet.
Standard: Achievement of outcome must meet one hundred percent (100%).
Reference: HSB 15.05.10 Inpatient Mental Health Services, Section XI. D.

3. ~~Physician Orders – Less Restrictive Measures Considered~~

~~Outcome: When psychiatric restraints or seclusion are ordered, the documentation that less restrictive alternatives are considered and the clinical rationale for the use of restraints is recorded in the inpatient record.~~
~~Measure: Documentation on DC4-714B Physician's Order Sheet or DC4-642F Chronological Record of Inpatient Mental Health Care~~
~~Standard: Achievement of outcome must meet one hundred percent (100%).~~
~~Reference: HSB 15.05.10 Inpatient Mental Health Services, Section IV. C.~~

4. Psychiatric Restraints – Nursing Observations and Assessments

Outcome: Pertinent observations and assessments are completed by nursing in accordance with established policy
Measure: Documentation on DC4-650A, DC4-642F, DC4-781J (restraint log)
Standard: Achievement of outcome must meet one hundred percent (100%)
Reference: HSB 15.05.10 *Psychiatric Restraint,* DC4-650A *Restraint Observation Checklist,* DC4- 642F *Chronological Record of Inpatient Mental Health Care*

5. ~~Physician Orders – Release Criteria~~

~~Outcome: Physician's orders document the behavioral criteria for release from restraints.~~
~~Measure: Documentation on DC4-714B Physician's Order Sheet or DC4-642F Chronological Record of Inpatient Mental Health Care~~
~~Standard: Achievement of outcome must meet one hundred percent (100%).~~
~~Reference: HSB 15.05.10 Inpatient Mental Health Services, Section X. A-E. and Section XI. A. 4.~~

3.34.1.2.12 Psychotropic Medication Management

1. Psychiatric Evaluation Prior to Initial Prescription

Outcome: A psychiatric evaluation is completed prior to initially prescribing psychotropics.
Measure: Documentation on DC4-655 Psychiatric Evaluation and by DC4-714B Physician's Order Sheet in the health record.
Standard: Achievement of outcome must meet one hundred percent (100%).
Reference: HSB 15.05.19 Psychotropic Medication Use Standards and Informed Consent, Section III. F.

2. Informed Consent

Outcome: Informed consent forms for psychotropic medications are completed.
Measure: Documentation by DC4-545 form series (Specific to psychotropic prescribed) in the health record.
Standard: Achievement of outcome must meet one hundred percent (100%).
Reference: HSB 15.05.19 Psychotropic Medication Use Standards and Informed Consent, Section III. I.

3. Required Labs – Initial

Outcome: Required laboratory tests are ordered for the initiation of psychotropic medication administration.
Measure: Documentation on DC4-714B Physician's Order Sheet in the health record.
Standard: Achievement of outcome must meet one hundred percent (100%).
Reference: HSB 15.05.19 Psychotropic Medication Use Standards and Informed Consent, Section III. F. 5.

4. ~~Required Labs – Follow-Up~~

~~Outcome: Required laboratory tests are ordered for follow-up of psychotropic medication administration.~~
~~Measure: Documentation on DC4-714B Physician's Order Sheet in the health record.~~
~~Standard: Achievement of outcome must meet one hundred percent (100%).~~
~~Reference: HSB 15.05.19 Psychotropic Medication Use Standards and Informed Consent, Section III. F. 5.~~

5. ~~Initial Psychiatric Follow-Up~~

~~Outcome: Initial Psychiatric follow-up is conducted at least once every two (2) weeks upon initiation of any new psychotropic medication for a period of four (4) weeks.~~
~~Measure: Documentation on DC4-642A Outpatient Psychiatric Follow-Up in the health record.~~
~~Critical Standard: Achievement of outcome must meet one hundred percent (100%).~~
~~Reference: HSB 15.05.19 Psychotropic Medication Use Standards and Informed Consent, Section III. F. 6.~~

6. ~~Rationale for Medication Adjustments~~

~~Outcome: The prescribing psychiatric practitioner includes the clinical rationale for medication adjustments.~~

~~Measure: Documentation on DC4-642A Outpatient Psychiatric Follow-up in the health record.~~
~~Critical Standard: Achievement of outcome must meet ninety percent (90%).~~
~~Reference: HSB 15.05.19 Section III.F.7.b.~~

~~7. AIMS Testing – Antipsychotic Medications~~

~~Outcome: For patients receiving antipsychotic medications, AIMS testing is administered every six (6) months.~~
~~Measure: Documentation by DC4-653 Abnormal Involuntary Movement Scale in the health record.~~
~~Standard: Achievement of outcome must meet ninety five percent (95%).~~
~~Reference: HSB 15.05.19 Psychotropic Medication Use Standards and Informed Consent, Section III. F. 8.~~

3.34.1.2.13 Use of Force

Mental Health Evaluation

Outcome: Medical staff, upon completing the medical examination following a use of force, makes a mental health referral for each inmate who is classified S-2 or S-3 on the health profile and sends it to mental health staff, which evaluates S2/S3 inmates no later than the next working day following a use of force.
Measure: Documentation on DC4-529 Staff Request/Referral and DC4-642B Mental Health Screening Evaluation in the health record.
Standard: Achievement of outcome must meet one hundred percent (100%).
Reference: Administrative Rule: 33-602.210.

3.34.1.2.14 Confinement/Special Housing Services

1. Confinement Evaluations (S3)

Outcome: Each inmate who is classified as S-3 and who is assigned to administrative or disciplinary confinement, protective management, or close management status receives a mental status examination within five days of assignment and every 30 days thereafter.
Measure: Documentation on DC4-642B Mental Health Screening Evaluation in the health record.
Standard: Achievement of standard must meet ninety five percent (95%).
Reference: HSB 15.05.08 Mental Health Services for Inmates who are Assigned to Confinement, Protective Management or Close Management Status, Section II. G.

2. Confinement Evaluations (S1/S2)

Outcome: Each inmate who is classified as S-1 or S-2 and who is assigned to administrative or disciplinary confinement, protective management, or close management status receives a mental status examination within 30 days and every 90 days thereafter.
Measure: Documentation on DC4-642B Mental Health Screening Evaluation in the health record.
Standard: Achievement of standard must ninety five percent (95%).

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

3. Confinement Rounds

Outcome: Mental health staff performs weekly rounds in each confinement unit.
Measure: Documentation on DC6-229 Daily Record of Segregation.
Standard: Achievement of outcome must meet one hundred percent (100%).
Reference: HSB: 15.05.08 Mental Health Services for Inmates who are Assigned to Confinement, Protective Management or Close Management Status, Section II. D.

4. Behavioral Risk Assessments (BRA)

Outcome: The BRA is completed at the required intervals regardless of S-grade or housing assignment, including when the CM inmate is housed outside the CM unit in order to access necessary medical or mental health care.
Measure: Documentation on DC4-729 Behavioral Risk Assessment in the health record.
Standard: Achievement of outcome must meet ninety percent (90%).
Reference: FAC 33-601.800 Close Management

5. ~~Close Management Out of Cell Activities~~

~~Outcome: CM inmates are allowed out of their cells to receive mental health services as specified in their ISP unless, within the past four (4) hours, the inmate has displayed hostile, threatening, or other behavior that could present a danger to others.~~
~~Measure: Documentation on DC4-642 Chronological Record of Outpatient Mental Health Care in the health record.~~
~~Standard: Achievement of outcome must meet ninety percent (90%).~~
~~Reference: FAC 33-601.800 Close Management~~

3.34.1.2.15 Sex Offender Screening and Treatment

Outcome: All identified sex offenders at a permanent institution whose current sentence is a sex offense has a completed sex offender screening as a part of their medical record.
Measure: Documentation on DC4 647 Sex Offender Screening and Selection in the health record and/or review of OBIS (DC26 MH07 screens)
Standard: Achievement of outcome must meet ninety percent (90%).
Reference: HSB: 15.05.03 Screening and Treatment for Sexual Disorder, Section II. A.

3.34.1.2.16 Re-Entry Services

1. Initiation of Re-entry Services

Outcome: All inmates with a mental health grade of S-2 through S-6 who are within 180 days of End of Sentence (EOS) have an updated Individualized Service Plan to address Discharge/Aftercare Planning.

Measure: Documentation on DC4-643A (Parts I, II, and III) Individualized Service Plan in the health record.
Standard: Achievement of outcome must meet one hundred percent (100%).
Reference: HSB: 15.05.21 Mental Health Re-Entry Aftercare Planning Services, Section VII. A.

2. ~~Continuity of Care~~

~~Outcome: Inmates with a mental health grade of S-3 through S-6 or with a diagnosis of mental retardation who are between forty five (45) and thirty (30) days of release shall have a copy of DC4-661 Summary of Outpatient Mental Health Care or DC4-657 Discharge Summary for Inpatient Mental Health Care in their medical record.~~
~~Measure: Documentation of incidental note on DC4-642 Chronological Record of Outpatient Mental Health Care and DC4-661 Summary of Outpatient Mental Health Care or DC4-657 Discharge Summary for Inpatient Mental Health Care in the health record.~~
~~Standard: Achievement of outcome must meet one hundred percent (100%).~~
~~Reference: HSB: 15.05.21 Mental Health Re-Entry Aftercare Planning Services, Section VII. H., or if inmate has EOS'd, OBIS entry for MHEOS with OPTS.~~

3.34.1.3 DENTAL SERVICES

3.34.1.3.1 Access to Dental Care

1. Outcome: A complete dental intake examination is performed by a dentist at a Reception Center within seven (7) days of arrival.
Measure: Review the DC4-735, Dental Clinical Examination Report and DC4-724, Dental Treatment Record.
Standard: Achievement of outcome must meet one hundred percent (100%).
Reference: FAC Rule 33-402.101, HSB 15.04.13

2. Outcome: Any dental emergency is evaluated and/or treated within twenty four (24) hours by the dentist, or in the event the dentist is not available, by referral to the medical department or local dentist/hospital.
Measure: Review available documentation such as the OBIS-HS computer system for dental emergencies, along with the DC4-724, Dental Treatment Record.
Standard: Achievement of outcome must meet one hundred percent (100%).
Reference: FAC Rule 33-402.101, HSB 15.04.13

3. Outcome: Dental sick call is conducted on a daily basis when the dentist is present to provide dental access to those inmates who cannot wait for a routine dental appointment and yet do not meet the criteria for emergency dental care. In the event the dentist is absent for more than seventy two (72) hours medical staff are to evaluate and triage the inmate according to established protocols.
Measure: Review available documentation such as the OBIS-HS computer system, inmate requests, DC4-724, Dental Treatment Record and DC4-701, Chronological Record of Health Care.
Standard: Achievement of outcome must meet One hundred percent (100%).
Reference: HSB15.04.13

3.34.1.3.2 Wait Times

Measure: Review the consult/referral logs, radiographs, DC4-724, Dental Treatment Record and DC4-702, Consultation Request.
Standard: Achievement of outcome must meet one hundred percent (100%).
Reference: Community Standard of Care

3.34.1.3.14 Prescriptions

Outcome: Antibiotics and analgesics are prescribed when indicated, are appropriate for the clinical condition being treated, and delivered within twenty-four (24) hours to the inmate.
Measure: Review prescriptions, radiographs, DC4-724, Dental Treatment Record.
Standard: Achievement of outcome must meet or exceed ninety five percent (95%).
Reference: Community Standard of Care

3.34.1.3.15 Trauma/Cancer

Outcome: Inmates presenting with head and neck trauma or cancer are immediately treated and/or referred to an appropriate provider for follow-up care.
Measure: Review DC4-724, Dental Treatment Record, DC4-702, Consultation Request, consult/referral logs and radiographs/lab reports.
Standard: Achievement of outcome must meet one hundred percent (100%).
Reference: Community Standard of Care

~~3.34.1.3.16 Infection Control~~

1. ~~Outcome: Dental staff members wear gloves, masks and gowns when providing direct patient care.~~
   ~~Measure: Direct observation of dental staff.~~
   ~~Standard: Achievement of outcome must meet one hundred percent (100%).~~
   ~~Reference: HSB 15.04.13,FAC Rule 64B5-25~~

2. ~~Outcome: All dental instruments are bagged and autoclaved.~~
   ~~Measure: Direct observation.~~
   ~~Standard: Achievement of outcome must meet one hundred percent (100%).~~
   ~~Reference: HSB 15.04.13,FAC Rule 64B5-25~~

3. ~~Outcome: The autoclave is spore tested once per week and the results are documented on the Autoclave Log DC4-765P.~~
   ~~Measure: Review of Autoclave Log DC4-765P.~~
   ~~Standard: Achievement of outcome must meet one hundred percent (100%).~~
   ~~Reference: HSB 15.04.13,FAC Rule 64B5-25~~

4. ~~Outcome: Adverse autoclave results are addressed immediately.~~
   ~~Measure: Review Autoclave Log, DC4-765P.~~
   ~~Standard: Achievement of outcome must meet one hundred percent (100%).~~
   ~~Reference: HSB 15.04.13,FAC Rule 64B5-25~~

3.34.1.3.17 Dental Radiography

1. Outcome: Each x-ray machine is registered thru the State of Florida and the registration certificates are posted near the machines.
   Measure: X-Ray machine registration certificates.

Standard: Achievement of outcome must meet one hundred percent (100%).
Reference: HSB 15.04.06, HSB 15.04.13, FAC Rule 64B5-9

2. Outcome: All x-ray machine operators are certified in dental radiology theory and technique in accordance with Florida Board of Dentistry Rules.
   Measure: Dental Assistant radiology certificates.
   Standard: Achievement of outcome must meet one hundred percent (100%).
   Reference: HSB 15.04.06, HSB 15.04.13, FAC Rule 64B5-9

3. Outcome: Dental radiographs are of diagnostic quality.
   Measure: Review radiographs, DC4-724, Dental Treatment Record.
   Standard: Achievement of outcome must meet or exceed ninety five percent (95%).
   Reference: HSB 15.04.06, HSB 15.04.13, FAC Rule 64B5-9

3.34.1.3.18 Refusal of Dental Services

Outcome: Inmates refusing dental treatment sign a refusal form and documentation is placed in the dental record.
Measure: Dental Treatment Record, DC4-724, and DC4-711A, Refusal of Health Care Services.
Standard: Achievement of outcome must meet one hundred percent (100%).
Reference: FAC 33-401.105, Procedure 401.002

~~3.34.1.3.19 Tool and Sensitive Item Control~~

~~Outcome: Dental instruments and materials are accounted for in accordance with Procedure 602.037, Tools and sensitive Item Control.~~
~~Measure: Review all security dental tool control logs.~~
~~Standard: Achievement of outcome must meet one hundred percent (100%).~~
~~Reference: Procedure 602.037~~

3.34.1.3.20 Dental Record Review

Outcome: A Dental Record Review is to be done by a dental staff member on all new inmate arrivals at an institution within seven (7) days of arrival.
Measure: Review OBIS reports and DC4-724, Dental Treatment Record.
Standard: Achievement of outcome must meet or exceed ninety five percent (95%).
Reference: HSB 15.04.13

3.34.1.4 MEDICATION MANAGEMENT/ PHARMACY SERVICES

3.34.1.4.1 Medication Therapy Review

Outcome: All medications are dispensed for the appropriate diagnosis and in therapeutic dosage ranges as determined in the most current editions of Drug Facts and Comparisons, Physicians' Desk Reference, or the package insert or pursuant to an approved DER.
Measure: Review medication regimen therapy
Critical Standard: Achievement of outcome must be ninety-five percent (95%).
Reference: TI 15.14.04 app A; Procedure 403.007; HSB 15.05.19; 64B16-27.810 F.A.C.; 64B16-28.501 F.A.C.; 64B16-28.502 F.A.C.; 64B16-28.702 F.A.C.

Reference: Approved staffing plan and Section 5.6.9 of this RFP.

2. Outcome: Supervision of staff is provided in accordance with statutory requirements for medical, nursing, dental, mental health and pharmacy.
   Measure: Review of qualifications of supervisory staff to verify appropriate licensure and certification, and documentation of any required supervision.
   Standard: Achievement of Outcome must be one hundred percent (100%).
   Reference: Chapters 458, 459, 464, 466, 490 and 491, Florida Statutes.

3.34.1.5.10 Quality Management

1. Quality Management Reports

   Outcome: The contractor submits quality management in accordance with policy.
   Measure: Contractor submits reports and corrective action plans in accordance with requirements.
   Standard: Achievement of Outcome must be ninety-five percent (95%).
   Reference: HSB 15.09.01

2. Risk Management Reports

   Outcome: The contractor submits risk management reports in accordance with policy.
   Measure: Contractor submits reports and corrective action plans in accordance with requirements.
   Standard: Achievement of Outcome must be ninety-five percent (95%).
   Reference: HSB 15.09.08

3. Compliance with Credentialing Standards

   Outcome: Credentialing records shall comply with all requirements established by the Department.
   Measure: Review of credential records compared to Department standards.
   Standard: Achievement of Outcome must meet one hundred percent (100%).
   Reference: Health Services Bulletin 15.09.05, Credentialing and Privileging Procedures.
   NOTE: The Department anticipates revising and streamlining the credentialing requirements prior to the start of any contracts resulting from this RFP.

4. Mortality Review

   a. E-form Death Notification

      Outcome: An e-form death notification will be sent in accordance with time frames established in policy
      Measure: The date the Central Office Mortality Review Coordinator receives the e-form death notification.
      Standard: Achievement of Outcome must be met one hundred percent (100%).
      Reference: HSB 15.09.09

Medical Billing Validation	MDI
MORTALITY data – death certificates	DOH
Ameripath Form 1500	AmeriPath
Transfer Clinlab data to DOH	DOH
FTP HL7 FILES TO SPECTRA	Specta
FTP HL7 FILES TO CLINLAB	Clinlab
FTP HL7 FILES TO DOH	DOH
FTP HL7 FILES TO CARESTREAM	Carestream
FTP HL7 BASELINE FILE TO SPECTRA	Spectra
FTP HL7 FILES TO UF	University of Florida

2. Repeated Outages

Outcome: There will be no instances of outages occurring for the same reason as a previously detected outage.
Measure: Repetition of unplanned outages or major problems.
Standard: 99% of unplanned outages will be resolved in such a way that the root cause of the problem is determined, and a fix is in place to prevent it from happening again in the same day.

3. Recovery Time

Outcome: Services will be returned to operation within performance target timeframe while still ensuring the outage will not reoccur in less than five minutes.
Measure: The amount of time from an unplanned outage of a service until the service is again available to its users. This shall be measured on a fiscal year basis.
Standard: In 98% of unplanned outages the service will be available in less than one hour after being reported as unavailable.

4. Minimum Acceptable Monthly Service Availability

Outcome: Services will be returned to operation within performance target timeframes.
Measure: The amount of time the Contractor's system is available for use outside schedule availability.
Standard: On a monthly basis, the systems are available for use a minimum of 99.99% of the time.

3.34.2 Other Contract Requirements

The Department shall monitor the Contractor's performance to ensure that all other terms and conditions of the Contract, not included in Section 3.34.1, Performance Outcomes, Measures, and Standards, are complied with at all times by the Contractor.

~~NOTE: Failure to comply with Other Contract Requirements will subject the Contractor to liquidated damages per Section 3.36.11; however, damages will not apply to deficiencies regarding invoice submission.~~

3.35 Monitoring Methodology

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

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

A Contract Monitoring tool will be developed and administered by the Department's Office of Health Services in accordance with the requirements in this contract. The monitoring tool will be utilized in review of Contractor's performance.

To further assist in the contract monitoring process, the Department has established a Contractor's Self-Certification of Compliance checklist, which will be incorporated as an attachment to the Contract Monitoring tool to be developed. The Self-Certification of Compliance will be retained in the Contract Manager's file and the official Contract file. The Contractor shall complete the Self-Certification of Compliance checklist within thirty (30) days of execution of this Contract and forward the original to the Contract Manager. All documents referenced in the Self-Certification of Compliance checklist shall be maintained by the Contractor and copies shall be provided to the Department upon request, within three (3) business days.

3.35.1 Monitoring Performance Outcomes, Measures, and Standards

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

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

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

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

Corrective action shall be completed within the reasonable time frame given in the written notice or, if a review is requested, within thirty (30) days of final decision. Should the Contractor fail ~~Failure~~ to cure an issue of non-compliance to the reasonable satisfaction of the Department, the Department reserves the right to seek damages it is entitled to under law and/or termination ~~will result in liquidated damages and / or cancellation~~ of this contract.

~~Note: The Contractor shall correct all identified non-compliant service delivery issues related to the Contractor's failure to meet the Performance Outcomes and Standards identified in Section 3.34.1, Performance Outcomes, Measures, and Standards; however, this shall not negate the fact that a Performance Outcome and Standard has not been met and that liquidated damages will be imposed in accordance with Section 3.36, Liquidated Damages.~~

~~Notwithstanding the above, liquidated damages will be assessed as prescribed in Section 3.36, Liquidated Damages. The thirty (30) day cure period applies to the time for corrective action and not the assessment of liquidated damages.~~

3.35.2 Rights to Examine, Audit and Administer Resources

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

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

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

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

3.35.3 Monitoring Other Contract Requirements

Monitoring for Other Contract Requirements, identified in Section 3.34.2, will be conducted as determined necessary, but no less than annually, beginning no sooner than the sixty-first (61st) day after services have been implemented. A Contract Monitoring tool will be developed by the Department's Office of Health Services. The monitoring tool will be utilized in review of the Contractor's performance. Such monitoring may include, but is not limited to, both announced and unannounced site visits.

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

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

Within ten (10) days of receipt of the Department's written monitoring report (which may be transmitted by e-mail), the Contractor shall provide a formal Corrective Action Plan (CAP) to the Contract Manager (e-mail acceptable) in response to all noted deficiencies to include responsible individuals and required time frames for achieving compliance. Unless specifically agreed upon in writing by the Department, time frames for compliance shall not exceed thirty (30) days from the date of receipt of the monitoring report by the Contractor. CAP's that do not contain all information required shall be rejected by the Department in writing (e-mail acceptable). The Contractor shall have five (5) days from the receipt of such written rejection to submit a revised CAP; this will not increase the required time for achieving compliance. All noted deficiencies shall be corrected within the time frames identified. ~~or the Department will impose liquidated damages in accordance with Section 3.36, Liquidated Damages.~~ The Contract Manager, Contract Monitoring Team, or other designated Department staff may conduct follow-up monitoring at any time to determine compliance based upon the submitted CAP.

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

During follow-up monitoring, any noted failure by the Contractor to correct deficiencies for Other Contract Requirement violations identified in the monitoring report within the time frame specified in the CAP shall result in application of liquidated damages as specified in Section 3.36.11, Liquidated Damages for Other Contract Requirements.

3.35.4 Repeated Instances

Repeated instances of failure to meet either the Performance Outcomes and Standards or Other Contract Requirements Outcomes and Standards or to correct deficiencies thereof may, in addition to imposition of liquidated damages, result in determination of Breach of Contract and/or termination of the Contract in accordance with Section 7.3, Termination.

3.36 Liquidated Damages

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

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

3.36.1 Accreditation

Liquidated damages will be assessed for the failure to maintain compliance with mandatory health standards or lack of sufficient compliance with non-mandatory health standards which result in the failure any of the institutions within the Department to be reaccredited (Section 3.34.1.5.1), provided any such failure is the sole result of Contractor's actions or omission. Contractor agrees to pay liquidated damages in the amount of $50,000 per institution. In addition, the Contractor shall be responsible for any fee associated with a re-audit by ACA and/or NCCHC, provided such re-audit is the sole result of Contractor's actions or inactions.

If Contractor becomes aware of actions or omissions by the Department or a third party that interferes with Contractor meeting or maintaining ACA and/or NCCHC health standards, Contractor must immediately notify the Department and the third party in writing, as appropriate.

3.36.2 Staffing

3.36.2.1 Positions Not Staffed per Staffing Plan

In the event that on any day and/or shift, one or more healthcare staff positions are not staffed as agreed upon in the contract by a person or persons possessing qualifications at least as high as those required by that position(s), a $1,000 deduction equal to the salary and benefits of the vacant staff per vacancy shall be made from the monthly contractual payment to the Contractor. Cross-coverage (one individual assigned to two positions simultaneously) will not be considered coverage under the contract. However, the Department will allow the Contractor to utilize contracted staffing options to staff positions full-time. In addition, the Contractor may utilize temporary part-time employees to fill vacancies for a period not to exceed one two weeks, without penalty.

3.36.2.2 90% of Required Staffing within 30 Days

A transition penalty of $5,000 per week per institution shall be assessed against the Contractor for failing to have at least 90% of the required staffing hours on site as of 30 days after the transition implementation effective date of the contract. However, the Department will allow the contractor to utilize contracted staffing options to staff positions full-time. In addition, the contractor may utilize part-time employees to fill vacancies for a period not

to exceed one two weeks, without penalty. The transition penalty will apply, even if the aggregate staffing exceeds 90% of the required staffing hours, if the facility does not have a designated health service administrator, designated primary care physician, or designated senior registered nurse supervisor.

3.36.2.3 Staffing Levels Deficiencies

In the event staffing levels fall below five percent (5%) of staffing plan as required in Section 3.34.1.5.9, liquidated damages in the amount of one thousand dollars ($1,000) per day, per institution shall be imposed until such time as the deficiency is corrected. However, the Department will allow the contractor to utilize contracted staffing options to staff positions full-time. In addition, the Contractor may utilize temporary part-time employees to fill vacancies for a period not to exceed one two weeks, without penalty.

3.36.3 Medical Services

3.36.3.1 Access to Care

For failure to maintain compliance with Section 3.34.1.1.1, liquidated damages in the amount of two hundred fifty dollars ($250) times the number of inmates who did not have access to care will be assessed for each institution for each calendar quarter of non-compliance.

3.36.3.2 Reception

For failure to maintain compliance with Section 3.34.1.1.3.1, liquidated damages in the amount of two hundred fifty dollars ($250) times the number of inmates for whom screening were not completed will be assessed for each institution for each calendar quarter of non-compliance.

3.36.3.3 Health Appraisals

For failure to maintain compliance with Section 3.34.1.1.3.2, liquidated damages in the amount of two hundred fifty dollars ($250) times the number of inmates for whom health appraisals were not completed within fourteen (14) days of arrival will be assessed for each institution for each calendar quarter of non-compliance.

3.36.3.4 Pre-release Planning

For failure to maintain compliance with Section 3.34.1.1.4, liquidated damages in the amount of two hundred fifty dollars ($250) times the number of inmates whom HIV Testing was not performed will be assessed for each institution for each calendar quarter of non-compliance.

3.36.3.5 Specialized Medical Care

For failure to maintain compliance with Section 3.34.1.1.6, liquidated damages will be assessed for the individual measures outlined below at each institution as follows:

1. Inmates who need specialized care that cannot be provided by the contractor will receive a specialty consultation appointment as clinically indicated - liquidated damages in the amount of two hundred fifty dollars ($250) times the number of inmates who were not referred for specialty care when needed will be assessed for each institution for each calendar quarter of non-compliance.
2. Follow up care after Specialty Consultation - liquidated damages in the amount of two hundred fifty dollars ($250) times the number of inmates who were not referred for specialty care when needed will be assessed for each institution for each calendar quarter of non-compliance.

3.36.3.6 Chronic Illness Clinics

For failure to maintain compliance with Section 3.34.1.1.10.2, liquidated damages in the amount of two hundred fifty dollars ($250) times the number of inmates who were not seen by a clinician for chronic illness care according to HSB 15.03.05 will be assessed for each institution for each calendar quarter of non-compliance.

3.36.3.7 Lab Testing and Results

For failure to maintain compliance with Section 3.34.1.1.11.3, liquidated damages in the amount of two hundred fifty dollars ($250) times the number of patients for whom the clinician failed to order and implement a plan of care for abnormal diagnostics labs results will be assessed.

3.36.3.8 OB/GYN Care

For failure to maintain compliance with Section 3.34.1.1.12, liquidated damages will be assessed for the individual measures outlined below at each institution as follows:

1. Routine screening mammograms are performed in accordance with policy – liquidated damages in the amount of five two hundred and fifty dollars ($500 $250) times the number of inmates who did not receive a mammogram as outlined in HSB 15.03.24 will be assessed for each institution for each calendar quarter of non-compliance.

2. Mammography shall be performed on all inmates with suspicious breast masses or lumps – liquidated damages in the amount of five hundred dollars ($500) times the number of inmates who did not receive a mammogram as outlined in HSB 15.03.24 will be assessed for each institution for each calendar quarter of non-compliance.

3.36.3.9 Sick Call Request Process

1. For failure to maintain compliance with Section 3.34.1.1.13.2.a, liquidated damages in the amount of two hundred fifty dollars ($250) times the number of inmates who were not able to access Sick Call in Confinement will be assessed for each institution for each calendar quarter of non-compliance.

2. For failure to maintain compliance with Section 3.34.1.1.13.2.b, liquidated damages in the amount of two hundred fifty dollars ($250) times the number of sick call requests not triaged within twenty four (24) hours time frame will be assessed for each institution for each calendar quarter of non-compliance.

3.36.3.10 Infirmary Services

1. For failure to maintain compliance with Section 3.34.1.1.20.2, liquidated damages in the amount of two hundred fifty dollars ($250) will be assessed for every twenty four (24) hour period there was not an on-call physician at each institution for each calendar quarter of non-compliance.

2. For failure to maintain compliance with Section 3.34.1.1.20.3, liquidated damages in the amount of two hundred fifty dollars ($250) will be assessed for each day a physician did not perform infirmary rounds at each institution for each calendar quarter of non-compliance.

3. For failure to maintain compliance with Section 3.34.1.1.20.7, liquidated damages in the amount of two hundred fifty dollars ($250) times the number inmates who did not

~~receive a timely discharge summary will be assessed for each institution for each calendar quarter of non-compliance.~~

~~3.36.3.11 Periodic Screening~~

~~For failure to maintain compliance with Section 3.34.1.1.21, liquidated damages in the amount of two hundred fifty dollars ($250) times the number inmates who did not receive a Periodic Screening will be assessed for each institution for each calendar quarter of non-compliance.~~

~~3.36.3.12 Infection Control and Communicable Disease~~

~~For failure to maintain compliance with Section 3.34.1.1.29, liquidated damages in the amount of five hundred dollars ($500) will be assessed for each unreported Disease and Condition to the Department of Health for each institution for each calendar quarter of non-compliance.~~

~~3.36.3.13 Inmate Communicable Disease Education~~

~~For failure to maintain compliance with Section 3.34.1.1.30, liquidated damages in the amount of two hundred fifty dollars ($250) times the number of inmates who did not receive Communicable Disease Education will be assessed for each institution for each calendar quarter of non-compliance.~~

~~3.36.3.14 Immunization Administration and Documentation~~

~~For failure to maintain compliance with Section 3.34.1.1.32.2., liquidated damages in the amount of two hundred fifty dollars ($250) times the number of inmates who did not receive immunizations in accordance with established policy will be assessed for each institution for each calendar quarter of non-compliance.~~

~~3.36.3.15 Infection Control Surveillance and Monitoring~~

~~For failure to maintain compliance with Section 3.34.1.1.34, liquidated damages will be assessed for the individual measures outlined below at each institution as follows:~~

1. ~~Continuity of Tuberculosis Treatment at End of Sentence – liquidated damages in the amount of five hundred dollars ($500) will be assessed for each inmate who did not receive continuity of tuberculosis treatment at end-of-sentence at each institution for each calendar quarter of non-compliance.~~

2. ~~Tuberculosis Contact Investigations - liquidated damages in the amount of five hundred dollars ($500) will be assessed for each Tuberculosis Contact Investigation not conducted and completed at each institution for each calendar quarter of non-compliance.~~

~~3.36.3.16 Dialysis Services~~

~~For failure to maintain compliance with Section 3.34.1.1.35, liquidated damages will be assessed for the individual measures outlined below at each institution as follows:~~

1. ~~Compliance with Epidemiological Investigations/Infection Control Procedures and/or Reports/Audits - liquidated damages in the amount of one thousand dollars ($1,000) per day shall be imposed until such time as all noted deficiencies are corrected.~~

2. ~~Wait Time for Urgent Requests - liquidated damages in the amount of one thousand dollars ($1,000) per day shall be imposed until such time as all noted deficiencies are corrected.~~

3.36.4 Mental Health Services

3.36.4.1 Informed Consent

For failure to maintain compliance with Section 3.34.1.2.1, liquidated damages in the amount of $10,000 $2,500 for each institution will be assessed for each calendar quarter of non-compliance.

3.36.4.2 Inpatient Referrals

For failure to maintain compliance with Section 3.34.1.2. 2, liquidated damages in the amount of $10,000 $1,000 for each institution will be assessed for each calendar quarter of non-compliance.

3.36.4.3 Discharge from Inpatient/Infirmary

For failure to maintain compliance with Section 3.34.1.2.3, liquidated damages in the amount of $10,000 $5,000 for each institution will be assessed for each calendar quarter of non-compliance.

3.36.4.4 Isolation Management Rooms and Observation Cells

For failure to maintain compliance with Section 3.34.1.2.4, liquidated damages in the amount of $10,000 $1,000 for each institution will be assessed for each calendar quarter of non-compliance.

3.36.4.5 Access to Care (Mental Health)

For failure to maintain compliance with Section 3.34.1.2.5, liquidated damages will be assessed for the individual measures outlined below at each institution as follows:

1. Mental Health Assessment - For failure to maintain compliance with Section 3.34.1.2.5.1, liquidated damages in the amount of $10,000 $5,000 for each institution will be assessed for each calendar quarter of non-compliance.

2. Orientation – For failure to maintain compliance with Section 3.34.1.2.5.2, liquidated damages in the amount of $5,000 $1,000 for each institution will be assessed for each calendar quarter of non-compliance.

3. Inmate Requests - For failure to maintain compliance with Section 3.34.1.2.5.3, liquidated damages in the amount of $5,000 for each institution will be assessed for each calendar quarter of non-compliance.

4. Inmate-Declared Emergencies/Emergent Staff referrals – For failure to maintain compliance with Section 3.34.1.2.5.4, liquidated damages in the amount of $10,000 $7,500 for each institution will be assessed for each calendar quarter of non-compliance.

3.36.4.6 Reception Center Services

For failure to maintain compliance with Section 3.34.1.2.6, liquidated damages will be assessed for the individual measures outlined below at each institution as follows:

1. Continuity of Care – Psychotropic Medications - For failure to maintain compliance with Section 3.34.1.2.6.1, liquidated damages in the amount of $10,000 $5,000 for each institution will be assessed for each calendar quarter of non-compliance.

2. Psychiatry Referral – Past History - For failure to maintain compliance with Section 3.34.1.2.6.2, liquidated damages in the amount of $10,000 $5,000 for each institution will be assessed for each calendar quarter of non-compliance.

3. Intake Screening – Psychological Testing - For failure to maintain compliance with Section 3.34.1.2.6.3, liquidated damages in the amount of $1,000 $500 for each institution will be assessed for each calendar quarter of non-compliance.

4. Suicide Profile - For failure to maintain compliance with Section 3.34.1.2.6.4, liquidated damages in the amount of $10,000 $5,000 for each institution will be assessed for each calendar quarter of non-compliance.

5. Mental Retardation Classification - For failure to maintain compliance with Section 3.34.1.2.6.5, liquidated damages in the amount of $1,000 $500 for each institution will be assessed for each calendar quarter of non-compliance.

6. Prior Records - For failure to maintain compliance with Section 3.34.1.2.6.6, liquidated damages in the amount of $1,000 $500 for each institution will be assessed for each calendar quarter of non-compliance.

3.36.4.7 Treatment Plan

For failure to maintain compliance with Section 3.34.1.2.7, liquidated damages will be assessed for the individual measures outlined below at each institution as follows:

1. Outpatient Individualized Service Plan- For failure to maintain compliance with Section 3.34.1.2.7.1, liquidated damages in the amount of $1,000 $500 for each institution will be assessed for each calendar quarter of non-compliance.

2. Inpatient Individualized Service Plan- For failure to maintain compliance with Section 3.34.1.2.7.2, liquidated damages in the amount of $1,000 $500 for each institution will be assessed for each calendar quarter of non-compliance.

3.36.4.8 Outpatient Mental Health Services

For failure to maintain compliance with Section 3.33.1.2.8, liquidated damages will be assessed for the individual measures outlined below at each institution as follows:

1. Case Manager Assignment - For failure to maintain compliance with Section 3.34.1.2.8.1, liquidated damages in the amount of $5,000 $1,000 for each institution will be assessed for each calendar quarter of non-compliance.

2. Case Management - For failure to maintain compliance with Section 3.34.1.2.8.2, liquidated damages in the amount of $1,000 $500 for each institution will be assessed for each calendar quarter of non-compliance.

3. Level of Care - For failure to maintain compliance with Section 3.34.1.2.8.3, liquidated damages in the amount of $5,000 $2,500 for each institution will be assessed for each calendar quarter of non-compliance.

3.36.4.9 Suicide and Self-Injury Prevention

For failure to maintain compliance with Section 3.34.1.2.9, liquidated damages will be assessed for the individual measures outlined below at each institution as follows:

1. Suicide Prevention - For failure to maintain compliance with Section 3.34.1.2.9.1, liquidated damages in the amount of $10,000 $5,000 for each institution will be assessed for each calendar quarter of non-compliance.

2. Suicide and Self-Injury Prevention Training - For failure to maintain compliance with Section 3.34.1.2.9.2, liquidated damages in the amount of $10,000 for each institution will be assessed for each calendar quarter of non-compliance.

3. Self-Harm Observation Status Initial Orders - For failure to maintain compliance with Section 3.34.1.2.9.3, liquidated damages in the amount of $10,000 $5,000 for each institution will be assessed for each calendar quarter of non-compliance.

4. SHOS/IMR Observations - For failure to maintain compliance with Section 3.34.1.2.9.4, liquidated damages in the amount of $10,000 $5,000 for each institution will be assessed for each calendar quarter of non-compliance.

5. Property Restrictions - For failure to maintain compliance with Section 3.34.1.2.9.5, liquidated damages in the amount of $10,000 $5,000 for each institution will be assessed for each calendar quarter of non-compliance.

6. Self-Harm Observations Status Observation Frequency - For failure to maintain compliance with Section 3.34.1.2.9.6, liquidated damages in the amount of $10,000 for each institution will be assessed for each calendar quarter of non-compliance.

7. Daily Counseling - For failure to maintain compliance with Section 3.34.1.2.9.7, liquidated damages in the amount of $5,000 $1,000 for each institution will be assessed for each calendar quarter of non-compliance.

8. Infirmary Mental Health Care – Continued Stay - For failure to maintain compliance with Section 3.34.1.2.9.8, liquidated damages in the amount of $10,000 $7,500 for each institution will be assessed for each calendar quarter of non-compliance.

9. Post-Discharge Continuity of Care - For failure to maintain compliance with Section 3.34.1.2.9.9, liquidated damages in the amount of $5,000 for each institution will be assessed for each calendar quarter of non-compliance.

3.36.4.10 Inpatient Mental Health Services

For failure to maintain compliance with Section 3.34.1.2.10, liquidated damages will be assessed for the individual measures outlined below at each institution as follows:

1. Case Manager Assignment - For failure to maintain compliance with Section 3.34.1.2.10.1, liquidated damages in the amount of $10,000 $1,000 for each institution will be assessed for each calendar quarter of non-compliance.

2. Psychiatric Evaluation at Intake – For failure to maintain compliance with Section 3.34.1.2.10.2, liquidated damages in the amount of $10,000 $5,000 for each institution will be assessed for each calendar quarter of non-compliance.

3. Risk Assessment - For failure to maintain compliance with Section 3.34.1.2.10.3, liquidated damages in the amount of $10,000 $2,500 for each institution will be assessed for each calendar quarter of non-compliance.

4. Planned Scheduled Services – For failure to maintain compliance with Section 3.34.1.2.10.4, liquidated damages in the amount of $10,000 $2,500 for each institution will be assessed for each calendar quarter of non-compliance.

5. Assessments - For failure to maintain compliance with Section 3.34.1.2.10.5, liquidated damages in the amount of $1,000 for each institution will be assessed for each calendar quarter of non-compliance.

3.36.4.11 Psychiatric Restraints

For failure to maintain compliance with Section 3.34.1.2.11, liquidated damages will be assessed for the individual measures outlined below at each institution as follows:

1. Physician Orders – Clinical Rationale - For failure to maintain compliance with Section 3.34.1.2.11.1, liquidated damages in the amount of $10,000 $7,500 for each institution will be assessed for each calendar quarter of non-compliance.

2. Physician Orders – Duration - For failure to maintain compliance with Section 3.34.1.2.11.2, liquidated damages in the amount of $10,000 $7,500 for each institution will be assessed for each calendar quarter of non-compliance.

3. Physician Orders – Less Restrictive Measures Considered - For failure to maintain compliance with Section 3.34.1.2.11.3, liquidated damages in the amount of $10,000 $7,500 for each institution will be assessed for each calendar quarter of non-compliance.

4. Psychiatric Restraints – Nursing Observations and assessments - For failure to maintain compliance with Section 3.34.1.2.11.4, liquidated damages in the amount of $10,000 $7,500 for each institution will be assessed for each calendar quarter of non-compliance.

5. Physician Orders – Release Criteria - For failure to maintain compliance with Section 3.34.1.2.11.5, liquidated damages in the amount of $10,000 $7,500 for each institution will be assessed for each calendar quarter of non-compliance.

3.36.4.12 Psychotropic Medication Management

For failure to maintain compliance with Section 3.34.1.2.12, liquidated damages will be assessed for the individual measures outlined below at each institution as follows:

1. Psychiatric Evaluation Prior to Initial Prescription - For failure to maintain compliance with Section 3.34.1.2.12.1, liquidated damages in the amount of $10,000 $7,500 for each institution will be assessed for each calendar quarter of non-compliance.

2. Informed Consent - For failure to maintain compliance with Section 3.34.1.2.12.2, liquidated damages in the amount of $10,000 $5,000 for each institution will be assessed for each calendar quarter of non-compliance.

3. Required Labs – Initial – For failure to maintain compliance with Section 3.34.1.2.12.3, liquidated damages in the amount of $10,000 $5,000 for each institution will be assessed for each calendar quarter of non-compliance.

4. Required labs – Follow-Up - For failure to maintain compliance with Section 3.34.1.2.12.4, liquidated damages in the amount of $10,000 $5,000 for each institution will be assessed for each calendar quarter of non-compliance.

5. Initial Psychiatric Follow-Up – For failure to maintain compliance with Section 3.34.1.2.12.5, liquidated damages in the amount of $10,000 $5,000 for each institution will be assessed for each calendar quarter of non-compliance.

6. Rationale for Medication Adjustments - For failure to maintain compliance with Section 3.34.1.2.12.6, liquidated damages in the amount of $10,000 $2,500 for each institution will be assessed for each calendar quarter of non-compliance.

7. AIMS testing – Antipsychotic Medications – For failure to maintain compliance with Section 3.34.1.2.12.7, liquidated damages in the amount of $5,000 $1,000 for each institution will be assessed for each calendar quarter of non-compliance.

3.36.4.13 Use of Force

For failure to maintain compliance with Section 3.34.1.2.13, liquidated damages in the amount of $5,000 for each institution will be assessed for each calendar quarter of non-compliance.

3.36.4.14 Confinement/Special Housing Services

For failure to maintain compliance with Section 3.34.1.2.14, liquidated damages will be assessed for the individual measures outlined below at each institution as follows:

1. Confinement Evaluations (S3) – For failure to maintain compliance with Section 3.34.1.2.14.1, liquidated damages in the amount of $5,000 $2,500 for each institution will be assessed for each calendar quarter of non-compliance.

2. Confinement Evaluations (S1/S2) – For failure to maintain compliance with Section 3.34.1.2.14.2, liquidated damages in the amount of $5,000 $2,500 for each institution will be assessed for each calendar quarter of non-compliance.

3. Confinement Rounds – For failure to maintain compliance with Section 3.34.1.2.14.3, liquidated damages in the amount of $5,000 for each institution will be assessed for each calendar quarter of non-compliance.

4. Behavioral Risk Assessments (BRA) – For failure to maintain compliance with Section 3.34.1.2.14.4, liquidated damages in the amount of $1,000 for each institution will be assessed for each calendar quarter of non-compliance.

5. Close Management Out of cell Activities - For failure to maintain compliance with Section 3.34.1.2.14.5, liquidated damages in the amount of $1,000 for each institution will be assessed for each calendar quarter of non-compliance

3.36.4.15 Sex Offender Screening and Treatment

For failure to maintain compliance with Section 3.34.1.2.15, liquidated damages in the amount of $1,000 for each institution will be assessed for each calendar quarter of non-compliance.

3.36.4.16 Re-Entry Services

For failure to maintain compliance with Section 3.34.1.2.16, liquidated damages will be assessed for the individual measures outlined below at each institution as follows:

1. Initiation of Re-Entry Services – For failure to maintain compliance with Section 3.34.1.2.16.1, liquidated damages in the amount of $10,000 $5,000 for each institution will be assessed for each calendar quarter of non-compliance.

2. Continuity of Care – For failure to maintain compliance with Section 3.34.1.2.16.2, liquidated damages in the amount of $10,000 $5,000 for each institution will be assessed for each calendar quarter of non-compliance.

3.36.5 Dental Services

3.36.5.1 Wait Times

For failure to maintain compliance with Section 3.34.1.3.2, liquidated damages will be assessed for the individual measures outlined below at each institution as follows:

1. Initial Waiting Times for Routine Comprehensive Dental Care (Section 3.34.1.3.2.1) – Liquidated damages in the amount of $5,000 two hundred and fifty dollars ($250) times the number of inmates for whom the initial wait after request for routine comprehensive dental care exceeds six (6) months will be assessed for each institution for each calendar quarter of non-compliance.

2. Wait time for Dental Appointments Between the First Appointment and Follow-Up Appointment (Section 3.34.1.3.2.2) – Liquidated damages in the amount of $5,000 two hundred and fifty dollars ($250) times the number of inmates for whom the wait time for dental appointments between the first appointment and the follow-up appointment exceeds three (3) months will be assessed for each institution for each calendar quarter of non-compliance.

3.36.5.2 Complete Dentures

For failure to maintain compliance with Section 3.34.1.3.9, liquidated damages in the amount of $5,000 $2,500 will be assessed for each institution for each calendar quarter of non-compliance.

3.36.5.3 Removable Partial Dentures

For failure to maintain compliance with Section 3.34.1.3.10, liquidated damages in the amount of $5,000 $2,500 will be assessed for each institution for each calendar quarter of non-compliance.

3.36.5.4 Oral Pathology Consults/Referrals

For failure to maintain compliance with Section 3.34.1.3.12, liquidated damages in the amount of $10,000 $5,000 will be assessed for each institution for each calendar quarter of non-compliance.

3.36.5.5 Trauma/Cancer

For failure to maintain compliance with Section 3.34.1.3.15, liquidated damages in the amount of $10,000 $5,000 will be assessed for each institution for each calendar quarter of non-compliance.

3.36.6 Medication Management/Pharmacy Services

3.36.6.1 Pharmacy Inspections

For failure to maintain compliance with Section 3.34.1.4.5, liquidated damages will be assessed for the individual measures outlined below at each institution as follows:

1. Compliant on Monthly Consultant Pharmacist inspections (Section 3.34.1.4.5.1) - Liquidated damages in the amount of $5,000 $1,000 will be assessed for each institution for each calendar quarter of non-compliance.

2. Deficiencies in previous Consultant Pharmacist Monthly Inspection Reports are corrected (Section 3.34.1.4.5.2) - Liquidated damages in the amount of $5,000 $1,000 will be assessed for each institution for each calendar quarter of non-compliance.

3. Successful completion on yearly State of Florida Board of Pharmacy Inspection (Section 3.34.1.4.5.3) - Liquidated damages in the amount of $5,000 $1,000 will be assessed for each institution for each calendar quarter of non-compliance.

3.36.6.2 Dispensing Requirements

For failure to maintain compliance with Section 3.34.1.4.7, liquidated damages will be assessed for the individual measures outlined below at each institution as follows:

1. New regular prescription orders (Section 3.34.1.4.7.1) – Liquidated damages in the amount of $1,000 will be assessed for each institution for each calendar quarter of non-compliance.

2. Refill prescription orders (Section 3.34.1.4.7.2) - Liquidated damages in the amount of $1,000 will be assessed for each institution for each calendar quarter of non-compliance.

3. New non-formulary prescriptions (Section 3.34.1.4.7.3) - Liquidated damages in the amount of $1,000 will be assessed for each institution for each calendar quarter of non-compliance.

4. Drug Exception Request (DER) for non-formulary drugs (Section 3.34.1.4.7.4) - Liquidated damages in the amount of $1,000 will be assessed for each institution for each calendar quarter of non-compliance.

5. Stat Orders (Section 3.34.1.4.7.5) - Liquidated damages in the amount of $1,000 will be assessed for each institution for each calendar quarter of non-compliance.

6. Adherence to state and federal statutes, administration rules, and regulations (Section 3.34.1.4.7.6) - Liquidated damages in the amount of $1,000 will be assessed for each institution for each calendar quarter of non-compliance.

3.36.6.3 Licenses and Drug Pedigree

For failure to maintain compliance with Section 3.34.1.4.8, will be assessed for the individual measures outlined below at each institution as follows:

1. Possession of Pharmacy Licenses (Section 3.34.1.4.8.1) – Liquidated damages in the amount of $1,000 will be assessed for each institution for each calendar quarter of non-compliance.

2. Drug Pedigree (Section 3.34.1.4.8.2) - Liquidated damages in the amount of $1,000 will be assessed for each institution for each calendar quarter of non-compliance.

3.36.7 Corrective Action Plans

3.36.7.1 Timely Submission of Corrective Action Plans

In the event that the Contractor receives a Monitoring Report requiring a Corrective Action Plan (CAP) to be submitted and fails to submit a CAP responding to each specified written deficiency within the time frames specified in Section 3.34.1.5.3, liquidated damages in the amount of one thousand five hundred dollars ($1,000.00 $500) per day for each day the CAP is untimely submitted will be imposed.

3.36.7.2 Timely Corrections of Deficiencies per Timeframes Established in the Corrective Action Plan (CAP)

In the event the Contractor fails to correct deficiencies noted in the Department's monitoring report within the timeframes indicated in the CAP (Section 3.34.1.5.4), liquidated damages in the amount of one thousand dollars ($1,000.00) per day, per deficiency where deficiencies have not been timely corrected shall be imposed until such time as all noted deficiencies are corrected.

3.36.8 Timely Submission of Required Reports

In the event the Contractor fails to timely submit required reports as outlined in Section 3.32, Reporting Requirements (Section 3.34.1.5.5), liquidated damages in the amount of one thousand two hundred and fifty dollars ($1,000 $250) shall be imposed for each report submitted more than ten (10) business days after the due date.

3.36.9 IT Related Deficiencies

3.36.9.1 Data Exchanges

In the event the Contractor fails to provide data transfers as required (Section 3.34.1.5.12.1), liquidated damages in the amount of $5,000 $2,500 per day shall be imposed until such time as all deficiencies are corrected.

3.36.9.2 Repeated Outages

In the event the Contractor fails to prevent unplanned outages from repeating, for the same reason, within the same day (Section 3.34.1.5.12.2), liquidated damages in the amount of $5,000 $1,000 per day shall be imposed until such time as all deficiencies are corrected.

3.36.9.3 Recovery Time

In the event the Contractor fails to repair and/or restart services after an unplanned outage within one hour after being reported as unavailable (Section 3.34.1.5.12.3), liquidated damages in the amount of one $5,000 $2,500 per day shall be imposed until such time as all deficiencies are corrected.

3.36.9.4 Minimum Acceptable Monthly Service Availability

In the event the Contractor fails to return services to operation within performance target timeframes (Section 3.34.1.5.12.4), liquidated damages in the amount of one $5,000 $1,000 per day shall be imposed until such time as all deficiencies are corrected.

3.36.10 Liquidated Damages for Other Contract Requirements

For failure to meet Other Contract Requirements Outcomes and Standards, set forth in Section 3.34.2, Other Contract Requirements, liquidated damages will be imposed in the amount of five one thousand dollars ($5,000.00 $1,000) per day, per deficiency until such time as all noted deficiencies are corrected.

~~3.36.11 Liquidated Damages for Repeated Failures~~

~~Repeated instances of failure to meet either Critical Standards or other Standards in consecutive months will result in liquidated damages being doubled. The Department, at its exclusive option, may allow up to a three (3) month "grace period" following implementation of services during which no damages will be imposed for failure to achieve the standards.~~

3.37 Deliverables

The following services or service tasks are identified as deliverables for the purposes of this RFP:

3.37.1 Appropriate health care services for inmates consisting of deliverables listed under Section 3.34.1, Performance Outcomes, Measures, and Standards.
3.37.2 Reports as required in Section 3.32, Reporting Requirements.
3.37.3 Compliance with contract terms and conditions.

3.38 Value-Added Services

Value-added services include any services, including additional services that the Contractor offers to provide as part of the Contract resulting from the RFP, that clearly exceed the minimum requirements of required service delivery and/or that may be unknown to the Department at this time. Value-added services must be approved by the Department and conform to Department rules and security requirements.

Any value-added services to be provided shall be fully described and included in the Proposer's project proposal in accordance with Section 5.6 of this RFP.

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SECTION 4 – PROCUREMENT RULES AND INFORMATION

4.1 Procurement Manager

Questions related to the procurement should be addressed to:

Ana Ploch, Procurement Manager
Florida Department of Corrections
Bureau of Procurement & Supply
4070 Esplanade Way
Tallahassee, FL 32311
Telephone: (850) 717-3680
Fax: (850) 488-7189
E-mail: ploch.ana@mail.dc.state.fl.us

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

Questions will only be accepted if submitted in writing and received on or before the date and time specified in the Calendar of Events (Section 4.2). Responses will be posted on the Vendor Bid System (VBS) by the date referenced in the Calendar of Events (Section 4.2).

Any person requiring special accommodation in responding to this solicitation because of a disability should call the Bureau of Procurement and Supply at 850-717-3700 at least five (5) days prior to any pre-solicitation conference, solicitation opening or meeting. If you are hearing or speech impaired, please contact the Bureau of Procurement and Supply by using the Florida Relay Service, which can be reached at 1-800-955-8771 (TDD).

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

4.2 Calendar of Events

Listed below are the important actions and dates/times by which the actions shall be taken or completed. If the Department finds it necessary to change any of these dates/times, it will be accomplished by an addendum. All listed times are local Eastern Standard Time in Tallahassee, Florida.

	DATE	TIME	ACTION
4.2.1	September 14, 2011		Release of RFP to public, posted on VBS
4.2.2	September 19, 2011		Last day for Notice of Intent to Propose received by the Department, and for submitting information for background screening (names and identifying information for site visits)
4.2.3	September 26 – October 5, 2011		Site Visits
4.2.4	October 12, 2011	5:00 p.m.	Last day for Written Inquiries received by the Department
4.2.5	November 18, 2011		Anticipated date that Answers to Written Inquiries to the RFP will be posted on VBS.
4.2.6	January 30, 2012	5:00 p.m.	Proposals Due

	DATE	TIME	ACTION
4.2.7	January 31, 2012	2:00 p.m.	Project Proposal Opening - Including Review of Mandatory Responsiveness Requirements (Fatal Criteria)
4.2.8	February 24, 2012	2:00 p.m.	Anticipated date of Price Proposal Opening
4.2.9	March 1-7, 2012		Anticipated date for Legislative Budget Committee Review
4.2.10	March 8, 2012		Anticipated Posting of Agency Decision
4.2.11	April 1, 2012		Anticipated Contract Start Date – Allows for an implementation planning period prior to the beginning of services. Implementation of services shall begin on April 1, 2012 and must be completed for all locations and regions between April 1, 2012 and June 30, 2012

4.3 Procurement Rules

4.3.1 Submission of Proposals

Each proposal shall be prepared simply and economically, providing a straightforward, concise delineation of the Proposer's capabilities to satisfy the requirements of this RFP. Elaborate bindings, colored displays, and promotional material are not desired. Emphasis in each proposal shall be on completeness and clarity of content. In order to expedite the evaluation of proposals, it is essential that Proposers follow the format and instructions contained in the Proposal Submission Requirements (Section 5) with particular emphasis on the Mandatory Responsiveness Requirements.

Proposals are due at the time and date specified in the Calendar of Events (Section 4.2) at the Department of Corrections, Bureau of Procurement and Supply, and shall be submitted to the attention of the Procurement Manager listed in Section 4.1. Proposals shall be delivered via express mail, or hand-delivery, to the address listed in Section 4.1. Proposals received late (after proposal due date and time) will not be considered, and no modification by the Proposer, of submitted proposals, will be allowed, unless the Department has made a request for additional information. No Department staff will be held responsible for the inadvertent opening of a proposal not properly sealed, addressed or identified.

NOTE: Proposers should keep in mind that the PROPOSALS DUE date and the PROJECT PROPOSAL OPENING date are not the same.

4.3.2 Proposal Opening

Proposals will be publicly opened at the time and date specified in the Calendar of Events (Section 4.2). The opening of proposals will take place at the Department of Corrections, Bureau of Procurement and Supply, 4070 Esplanade Way, 2nd floor, Tallahassee, Florida. The name of all Proposers submitting proposals shall be made available to interested parties upon written request to the Procurement Manager listed in Section 4.1.

4.3.3 Costs of Preparing Proposal

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

4.3.4 Disposal of Proposals

All proposals become the property of the State of Florida and will be a matter of public record subject to the provisions of Chapter 119, Florida Statutes. Selection or rejection of the proposal will not affect this right.

5.4.2 Project Staff References

The Proposer shall provide, for the individuals identified for the positions identified in Section 5.4.1, a minimum of two (2) and a maximum of four (4) references utilizing the form provided as ATTACHMENT 3 of this RFP. Reference(s) shall be completed and signed by the individual offering the reference, and certified by a notary public. Reference(s) shall demonstrate, at a minimum, the required timeframe of work experience and shall include statements supporting the ability of the individual to perform on the Contract resulting from this RFP. Employees, or former employees, of the Department may not be used and will not be accepted as references. Further, references will not be accepted from persons currently or formerly supervised by the person for whom the reference is being submitted or related to that person in any way. References shall be from objective sources. The Department reserves the right to contact references not listed in the Contractor's proposal.

5.5 Tab 5 – Financial Documentation

5.5.1 Proposer shall provide financial documentation that is sufficient to demonstrate its financial viability to perform as required under the Contract that results from this RFP. Three of the following five minimum acceptable standards shall be met, one of which must be either item 4, or item 5, immediately below. Unless otherwise stated, the Proposer shall supply the following information, in TAB 5 of its Proposal, for the legally qualified corporation, partnership or other business entity submitting the Proposal under this RFP that will be performing as the Contractor.

1. Current ratio: ~~greater than or equal to~~ ≥ .9:1 (.9)
   Computation: Total current assets ÷ total current liabilities

2. Debt to tangible net worth: ~~less than or equal to~~ ≤ 5:1
   Computation: Total liabilities ÷ (net worth minus intangible assets)

3. Dun & Bradstreet Supplier Evaluation Risk (SER Score) Rating: ~~less than or equal to~~ ≤ 5 (on a scale of 1-9). If the proposer, in its own assessment of these financial viability requirements, needs this element to meet 3 of the 5 standards, the proposer must request a Supplier Qualifier Report (SQR) from Dun & Bradstreet (D&B) and provide a copy of the SQR to the Department with the original proposal package. Otherwise, it is not required to submit the SQR, unless the proposer is uncertain of the Department's evaluation of all of these requirements. Instructions to obtain the SQR are included in ATTACHMENT 9.

4. Minimum existing annual sales or revenue as reported in the calendar or fiscal year ended in 2010~~:~~ ~~greater than or equal to $500 million~~. Either Option A or B below:

Option A	OR	Option B*
$ 250 Million		$ 175 Million*

*With the additional requirement, that in the three, most recent calendar or fiscal years, the proposer has reported positive net income in two of the last three years, as evidenced by audited or reviewed financial statements. A proposer intending to apply this option is required to submit audited or reviewed financial statements for the three most recent calendar or fiscal years.

5. Total equity requirements; either Option A or B: ~~as reported in the calendar or fiscal year ended in 2010: greater than or equal to $50 million~~

   Option A: Total equity ≥ $25 Million.

   Option B: Total equity ≥ $17.5 Million.*

Contractor and Department staff will run the Quality Assurance Program jointly. The proposer should describe the process that will be followed to achieve consensus regarding appropriate criteria screens. The proposer also shall describe how it will develop and implement plans to address findings.

All Contractors will cooperate in the performance of joint mortality reviews, with the results to be reviewed by the joint institution and Contractor's quality assurance workgroups. Contractors should define their peer review processes; the results of peer reviews will be shared with the Department's peer review workgroup and with the joint quality assurance workgroup as appropriate.

5.6.5 Program Management

Submit an overall Program Management Plan including, but not limited to:

1. A detailed description of the program management plan for this health care Contract.
2. Describe how your organization will provide services in accordance with ACA and/or NCCHC standards of care.
3. A list of each program's health managers and their contact information, credentials, and years of experience in state correctional healthcare.
4. Evidence regarding the Proposer's ability to recruit and retain qualified health program managers.
5. A description of each administrative and management position.
6. A description of how the Proposer will provide management services to each facility.
7. The Department is seeking medical services under the supervision of a board certified physician licensed by the Florida Board of Medical Examiners in general medicine or internal medicine. Provide information in response to the following:
   a. Explain the availability of such a professional through your organization.
   b. Provide a copy of your company's organizational chart identifying how clinical oversight is provided.
8. A description of how the Contractor will provide the following mandatory personnel:

   Physicians:
   Physicians who are board eligible or board certified in family medicine, internal medicine, or emergency medicine; licensed in the State of Florida with no conflicting restrictions. This requirement is not applicable to currently employed Department professional staff; however, past employees who request to be considered for hire must meet the requirement.

   Nurse Administrators:
   - Three years (3) professional nursing experience functioning as part of a multi-disciplinary health care team.
   - Twelve months experience in a supervisory capacity at a clinical or health care institution.
   - Licensed to practice nursing in the State of Florida with no restrictions.

   Staff Nurses:
   - Twelve (12) months experience functioning as part of a multi-disciplinary health care team.
   - Licensed to practice nursing in the State of Florida with no restrictions.

   Dentists - Clear, Active, Unrestricted Florida Dental License ~~in Dentistry with no conflicting restrictions~~ or Dental Temporary Certificate in accordance with Florida Statute 466.

   Optometrists - Clear, Active, unrestricted Florida License in Optometry Pharmacist – Clear, Active, unrestricted Florida License in Pharmacy

   Consultant Pharmacists - Clear, active, unrestricted Florida Consultant Pharmacist License

   Psychologists - Clear, Active, ~~unrestricted~~ Florida Psychology License or Provisional Psychology License in accordance with Florida Statute 490. Compliance with supervisory agreements and

supervision for individuals with a Provisional Psychology License is required in accordance with Florida Statute 490.

Behavioral Specialists - Clear, Active, Florida License, a Provisional License or a Registered Intern in accordance with Florida Statute 491. Compliance with supervisory agreements and supervision for individuals with a Provisional License or who are a Registered Intern is required in accordance with Florida Statute 491.

Psychiatrist - Clear, Active, unrestricted Florida License

Mid Levels:

- Physician Assistants and Nurse Practitioners; licensed in the State of Florida with no conflicting restrictions
- Mental Health Professionals, LCSW, LPC MSW licensed in the State of Florida with no conflicting restrictions
- Dental Hygienists; licensed in the State of Florida with no conflicting restrictions.

The qualifications of Contractor's personnel are material to the Department's evaluation and subsequent award of the Contract. Any personnel identified in the Proposal will be considered the standard by which any subsequent replacement personnel will be evaluated. The Contractor is not to propose personnel solely as a startup effort, with the intention of introducing replacement personnel at the earliest possible opportunity. Contractor shall have all key personnel hired by the commencement of the contract

The contractor must submit a plan to use paper health records and the existing CARP and OBIS systems as appropriate to record health care encounters, workload and utilization data.

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

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

~~The Department will be moving to a paperless health record system in compliance with the Health Care Reform Act, but no later than January 2014. Proposers shall submit in their proposal a short-term classical paper-based health record and shall submit a plan to migrate from a paper-based health record to paperless health record system. The plan submitted by the Proposer must address such issues as hardware, software, transition, technical support, ongoing maintenance, software updates, training and ownership at the termination of the contractual period. The plan shall include a timeline for a phased-in implementation by institution or region, to be fully completed within one year of contract execution by January 2014.~~

5.6.6 Pharmaceutical Services

The Contractor shall be responsible for all pharmacy institutional licenses, non-formulary medications and emergency prescriptions filled at local pharmacies. If pharmaceutical services are awarded to the contractor, the contractor shall also be responsible for all pharmaceutical services including prescription records, inmate prescriptions and stock medications. All pharmacy services shall be in accordance with all applicable federal and state laws, rules, and regulations, Department of Corrections' rules and procedures, and Health Services Bulletins/Technical Instructions applicable to the delivery of pharmacy services in a correctional setting. All pharmaceutical services must be at the direction of a licensed Florida pharmacist.

5.6.6.1 The Contractor shall provide a plan to carry out pharmaceutical operations as stated in Section 3, Scope and Services Sought, pharmacy services that include, but shall not be limited to:

1. Controlled substances accountability

2. Medication administration record utilization
3. Drug Exception Request (DER), if applicable
4. Monthly reports as to the number of prescriptions written, medications dispensed and as needed reports
5. Reporting of medication nursing errors
6. Medication pharmacy errors
7. Corrective action plans
8. Return and refund for unused medication
9. Emergency medication acquisition
10. Pharmacist consultation: Consultant Pharmacist of Record and policies and procedures
11. Pharmacy inspections
12. Pharmacy medication education materials
13. Institutional pharmacy perpetual inventory
14. Formulary
15. Unit-dose packaging method for all medications
16. Pharmacy and Therapeutics Workgroup
17. Continuous Quality Improvement Program
18. DEA License verification
19. Institutional Drug Room License
20. Medication renewal tracking system
21. Drug storage and delivery services
22. IV Drugs
23. Accountability and destruction process

- Constitutionally adequate healthcare
- Current federal laws and state statutes, rules and procedures
- Current Health Service Bulletins/policies/procedures
- All outcome expectations as outlined in the RFP, particularly Section 3.22, Rules, Regulations and Governance, and Section 3.34, Contractor's Performance

During the transition phase, the Department will review and approve the Contractor's final staffing plan. The Contractor's staffing plans shall become the baseline staffing matrix that will determine all future staffing levels ~~and liquidated damages~~. Any potential changes in the baseline staffing matrix must be approved by the Department and shall become the baseline staffing matrix on record.

To meet the requirements of Section 3.34.1.5.9.1, the Department will allow the contractor to utilize contracted staffing options to staff positions full-time. In addition, the contractor may utilize temporary employees to fill vacancies for a period not to exceed two weeks. Staffing will be measured by positions filled, not by hours worked.

5.6.10 Description of Special Program Areas

1. Re-entry Programs – Describe in detail what the Proposer is doing in other state correctional health contracts. The Department is looking to see how the Proposer's programs aid in the reduction of recidivism and in the delivery of continuation of care from prison to the community.
2. Behavior Management Programs – Submit examples of such programs from other state correctional mental health care contracts that the Proposer serves.
3. Special Population Management – Again submit program details for inpatient units from other state correctional mental health care contracts.
4. Describe mental health programming for other state correctional mental health contracts for mentally ill inmates in administrative segregation (what the Department refers to as Close Management).
5. Specify the policies and procedures to be utilized by your organization to deal with inmate complaints regarding any aspect of the health care delivery system.

5.6.11 Utilization Management and Utilization Review

1. The Proposer shall provide proposed methods for conducting UM and Utilization Review of the health case load and various service levels.
2. The service levels include Inpatient, Outpatient, Specialty and Crisis Intervention levels.
3. The system must include criteria for healthcare treatment, procedures and specialty care.
4. The system must be electronic and available to all institutions.
5. Provide actual programs and Outcomes in other state correctional health care contracts that the Proposer currently has.

5.6.12 Core Services delivered to provide a quality cost-effective program

shall be given to a proposal received from a Proposer that certifies it has implemented a drug-free workplace program.

If applicable, the Proposer shall complete and sign ATTACHMENT 5 of this RFP (Certification of Drug Free Workplace Program), and insert it under Tab 8 of the Proposal.

5.9 Tab 9 – Addendum Acknowledgment Form

The Proposer shall complete and insert each Addendum Acknowledgment Form received (example shown as ATTACHMENT 6 of this RFP) under Tab 9 of the proposal, if appropriate.

5.10 Tab 10 – Minority/Service Disabled Veteran Business Enterprise Certification

If applicable, the Proposer shall provide a current and valid copy of their certification as a minority or service-disabled veteran business enterprise issued by the Office of Supplier Diversity (formerly called the Commission on Minority Economic Business and Development) and insert it under Tab 10 of the proposal.

5.11 Price Proposal

Pursuant to Senate Bill 2000 (see EXHIBIT X), any intent to award for comprehensive health services is contingent upon a cost savings of at least seven percent less than the Department's Fiscal Year 2009-2010 healthcare expenditures (see EXHIBIT E). The seven percent savings requirement will apply to the first year of the contract. For subsequent years including any renewal years, the Department will include contract language that allows for changes to the per diem based on increases or decreases in the medical consumer price index (CPI), adjusted for geographic region. If the adjusted medical CPI increases, the vendor(s) may submit a written request for an increase to the per diem prior to September 1 of each year. However, the amount of the increase may not exceed the adjusted medical CPI for the 12-month period ended June 30 of the same year. If the medical CPI decreases, the Department must notify the vendor(s) in writing by September 1 of each year if the Department plans to seek a decrease in the per diem rate. However, the amount of the decrease may not exceed the adjusted medical CPI for the 12-month period ended June 30 of the same year. Any requested increase to the health services per diem rates will be reflected in the Department's annual Legislative Budget Request and subject to Legislative approval and appropriation. Any decrease to the health services per diem rates will be automatically effective at the beginning of the next contract year and will not require legislative approval.

5.11.1 Submission Requirements

The Price Information Sheets should be submitted with the most favorable terms the Proposer can offer. By submitting an offer under this RFP, each Proposer warrants its agreement to the prices submitted. The Department may reject any and all price proposals that are conditional, incomplete or which contain irregularities.

Though the Department seeks an overall single capitation rate, per-inmate, per-day, proposers must provide a cost breakdown for off-site hospitalization, outpatient surgeries, pharmacy services, mental health services, medical, dental, ~~electronic health record, telemedicine,~~ accreditation, administrative costs, overhead, and profit as it applies to the Department's comprehensive contract. Pricing information must be submitted using the pricing worksheets provided with this request for proposals with the understanding that all price proposals must be consistent in all documents. This information is needed to examine the adequacy of the overall flat price.

~~The institutions' population reported in EXHIBIT A identifies both the estimated population (2010) and each institution's capacity. The Proposer shall use average daily population to determine the firm, fixed per-inmate-per-day costs by institution.~~

The Proposer shall include within the proposal the following documents:

- A per unit cost for each job title included on the proposed staffing matrix/plan.
- A summary pricing matrix with all costs allocated to specific categories.

Information that is deemed as proprietary in nature must be clearly marked.

The Proposer shall submit ~~a~~ completed Price Information Sheets and Pricing Matrix worksheets (ATTACHMENT 11) for the provision of services outlined in this RFP. All prices indicated shall be inclusive of the necessary personnel, labor, equipment, materials, services, insurance and all other things required to provide full service delivery in accordance with the minimum requirements set forth in this RFP.

All price tables shall identify the name of the Proposer and date of submission, and shall bear the signature of a Business/Corporate Representative authorized to bind the Proposer to the prices proposed.

All calculations will be verified for accuracy by Bureau of Procurement and Supply staff assigned by the Department. In the event a mathematical error is identified the Unit Price submitted by the Proposer will prevail.

It is mandatory that the Proposer's Price Proposal, is received by the Department by the date and time specified in Section 4.2., Calendar of Events, and that it is completed as described within this section and any applicable worksheets. The Price Proposal may be submitted within the same box or container that the Project Proposal is submitted in (including all copies) as long as it is in a separately sealed envelope. As previously indicated, no cost information may be reflected in the Project Proposal.

Each Proposer shall submit one (1) separately bound, sealed and signed Cost Proposal, and three (3) copies, containing the proposed pricing methodology listed in Section 2.6 of the RFP using the Price Information Sheets (provided at the end of this document), and the Pricing Matrix worksheets (ATTACHMENT 11) as described below.

5.11.2 Price Information Sheet – Instructions

The Proposer shall complete the Price Information Sheets (#1 and #2) by following the instructions below:

1. Enter a Single Capitation Rate Per-Inmate Per-Day (Unit Price), for comprehensive health services in the appropriate column.
2. Multiply the Single Capitation Rate Per-Inmate Per-Day by 75,274 (Average Daily Population) for a Estimated Total Daily Cost.
3. Multiply the Estimated Total Daily Cost by 365 (number of days in a year) to obtain the Total Annual Cost.
4. Enter the Bond Cost per year in the appropriate column.
5. Add the Total Annual Cost and the Bond Cost per year to obtain the TOTAL PROPOSED ANNUAL COST.

The Single Capitation Rate Per-Inmate, Per-Day shall be obtained from the sum of the totals, by category of service listed in the Summary Pricing Matrix, which is part of ATTACHMENT 11.

The Unit Price submitted will prevail.

5.11.3 Pricing Matrix Worksheets Instructions

The Pricing Matrix (ATTACHMENT 11) should include per diem per-inmate fees for each category of service (medical, mental health, dental and pharmacy, and all related administrative staff, indirect costs and overhead). The Proposer shall utilize the electronic version of the Pricing Matrix worksheets when submitting their proposal.

The Proposer shall complete and submit, as part of its Price Proposal, ~~two separate sets of the~~ a completed Pricing Matrix~~, one for the initial term of the Contract, and one for the renewal period. The two sets shall be identified accordingly~~.

5.11.3.1 Summary Pricing Matrix: This is a multi-tab worksheet that contains the Summary Pricing Matrix (first tab) and detailed pricing matrices by category of service (Administrative, Medical, Mental Health, Pharmacy, Dental, and Key Management Staff~~, and Electronic Health Records~~ tabs). In the Summary tab, all figures will calculate automatically from the detailed pricing matrices. The lower portion of the worksheets offer the Proposer space for comments regarding their assumptions in pricing or other comments that the Proposer wishes to provide.

The proposer shall also complete, and provide as part of its price proposal, the "Summary Pricing Matrix – Rx Removed" worksheets, in the event the Department decides to remove pharmacy services from this solicitation, if it is determined to be in the best interest of the State.

NOTE: Do not enter numbers into any cell with $0.00 in the cell upon opening the file. These cells include formulas that will automatically calculate per diem per inmate fees, sub-totals, totals and the Summary Pricing Matrix. Only enter figures into the "Absolute Dollars" columns on the service category-specific sheets, which are blank. Per diem per inmate fees, sub-totals and totals on these sheets will calculate automatically.

~~5.11.3.2 ADP – Comprehensive: Insert the Per Diem Rate Proposed (Price per Inmate per Day - Unit Price) in Row 2, Column F, of the worksheet tab corresponding to the services required in this RFP. All cells will be automatically populated to obtain Daily, Monthly, and Yearly Totals.~~

~~The proposer shall also complete, and provide as part of its price proposal, the "ADP – Comprehensive – Rx Removed" worksheet, in the event the Department decides to remove pharmacy services from this solicitation, if it is determined to be in the best interest of the State.~~

5.11.3.3 Staffing Master: Insert the number of staff filling each position class and their respective shift determination for the identified class title. The Proposer will populate at least the Key Management Staff sheet and the region(s) covered by the proposal for which the Proposer is submitting a price proposal. The number of individuals shall be the anticipated number of employees/staff the Contractor will initially utilize in order to fulfill the terms and conditions of the contract. Additionally, the Proposer will indicate the hourly wage and hourly benefit for the class title and the number of employees in those positions. The annual salary will calculate automatically and shall equal the salary and benefits pricing submitted on the Summary Pricing Matrix.

The Pricing Matrix Excel files should be saved in a manner that easily identifies the Proposer (i.e.: "Pricing Matrix – *Proposer Name*.xls" and submitted electronically, along with a copy of the written proposal. A hard copy of the pricing matrix worksheets should also be included with the proposal, as instructed at the beginning of Section 5.

The Proposer shall also address ownership issues of the hardware, software and data at the end of the contract.

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The price proposals that meet mandatory responsiveness requirements will be reviewed by BPS staff to determine price points. These Price Proposals will be examined to determine if they are consistent with the Project Proposals and that all calculations are accurate. In the event a mathematical error is identified, Unit prices submitted by the Proposer will prevail.

A maximum of four hundred (400) points will be awarded for Price Proposal.

The Price Proposals utilizing the Price Information Sheet with the lowest verified Single Capitation Rate Per-Inmate Per-Day (Unit Price) will be awarded four hundred (400) points. All other price proposals will receive points according to the following formula:

$$\left(\frac{N}{X}\right)^3 \times 400 = Z$$

Where: N = lowest verified Single Capitation Rate Per-Inmate Per-Day (Unit Price) of all Price Proposals
X = Proposer's proposed Single Capitation Rate Per-Inmate Per-Day (Unit Price)
Z = points awarded

NOTE: Price Information Sheet #2, including Pharmaceutical Services, will not be used for scoring or award purposes.

6.2.7 Phase 7 – Ranking of Proposals

The points awarded for Categories 1 through 4 (Business/Corporate Qualifications, Project Staff, Technical Proposal/Service Delivery Narrative, and Price Proposals), will be totaled to determine the final score of all proposals. A final ranking of proposals will then be determined.

6.2.8 Phase 8 – Notice of Agency Decision

~~The Department will post a notice of Agency Decision as described in Section 4.4 of the RFP.~~ Prior to any award being made, the Department must obtain approval of the Legislative Budget Committee, pursuant to specific proviso in the 2011 General Appropriation Act, Chapter 2011-69, Laws of Florida. If the Department does not obtain such approval of the Legislative Budget Commission, there will be no award of a contract under this RFP. Once approval has been obtained, the Department will post a notice of Agency Decision as described in Section 4.4 of the RFP.

The Department has released three separate solicitations for comprehensive healthcare services to be provided by single contractors in Regions I, II, and III, respectively. In the event the Department determines that it is in the best interest of the State to make an award to a single contractor for services in each of the three regions, the Department will make such determination by rejecting all bids related to the multiple-region contract option.

6.3 Incomplete Pricing Sheet

Any Price Information Sheet that is incomplete or in which there are significant inconsistencies or inaccuracies may be rejected by the Department. No deviations, qualifications, or counter offers will be accepted. The Department reserves the right to reject any and all proposals.

6.4 Identical Tie Proposals

When evaluating bids/proposals/responses to solicitations, if the Department receives identical pricing or scoring from multiple vendors, the Department shall determine the order of award using the criteria set forth in Rule 60A-1.011, FA.C., and Chapter 295.187, F.S.

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SECTION 7 – CONTRACT TERMS AND CONDITIONS

This section contains standard terms and conditions that shall be included in any Contract resulting from this RFP. By submitting a response to this RFP, the Proposer is deemed to have accepted these terms and conditions in their entirety.

7.1 Contract Document

When a contract is established between the Department and the Contractor for specific services, this RFP and the successful proposal shall be incorporated into and thereby become a part of that contract. If there is a conflict in language, the Department's Contract will govern.

7.2 Contract Term

The Department anticipates entering into a single contract under this RFP. It is anticipated that the initial term of any Contract resulting from this RFP shall be for a five (5) year period. At its sole discretion, the Department may renew the Contract for an additional five (5) year period. Renewal shall be contingent, at a minimum, on satisfactory performance of the Contract by the Proposer as determined by the Department, and subject to the availability of funds. If the Department desires to renew the Contract resulting from this RFP, it will provide written notice to the Proposer no later than ninety (90) days prior to the Contract expiration date.

7.3 Termination

7.3.1 Termination at Will

The Contract resulting from this RFP may be terminated by the Department upon no less than ninety (90) calendar days' notice, without cause, or by the Contractor upon no less than ~~eighteen (18) months'~~ one hundred and eighty (180) calendar days' notice, without cause, unless a lesser time is mutually agreed upon by both parties. Notice shall be delivered by certified mail (return receipt requested), by other method of delivery whereby an original signature is obtained, or in-person with proof of delivery.

7.3.2 Termination Because of Lack of Funds

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

7.3.3 Termination for Cause

If a breach of the Contract resulting from this RFP occurs by the Contractor, the Department may, by written notice to the Contractor, terminate the Contract resulting from this RFP upon twenty-four (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, Florida Administrative Code. The provisions herein do not limit the Department's right to remedies at law or to damages.

7.3.4 Termination for Unauthorized Employment

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

7.4 Payments and Invoices

7.4.1 Payment

The Contract(s) resulting from this RFP shall be a fixed rate/unit price contract based on a daily capitation rate. All charges must be billed in arrears in accordance with Section 215.422 of the Florida Statutes.

The Department will compensate the Contractor on a monthly basis, for the provision of comprehensive healthcare services as specified in the Scope of Service, at the capitation rate (unit price bid) per inmate times the average monthly number of inmates, times the number of days in the month. The average monthly number of inmates will be determined by the Department's official Monthly Average Daily Population (ADP) report. Payment for each facility shall begin at 12:01 a.m. on the implementation date contingent upon actual implementation of services. The Department requires a consolidated, single invoice, on a monthly billing cycle for services performed.

Monthly adjustments will also be made for costs defined as payable by the Contractor which have been paid by the Department or costs defined as payable by the Department which have been paid by the Contractor. Such adjustments will be added or deducted to the subsequent monthly payment after reconciliation between the Department and the Contractor. ~~The monthly payment may also be adjusted based upon imposition of liquidated damages.~~

The cost of the Health Services Contract Monitors will be a deduction from the monthly management payment to the Contractor. The actual cost for such deductions will be based upon the appropriated rate, salary and expense dollars for the function.

The last payment of the Contract will be withheld until all pending adjustments including those provided for in Section 3.33 of this RFP, have been determined and reconciled.

7.4.2 MyFloridaMarketPlace ~~Transaction Fee~~

7.4.2.1 Transaction Fee Exemption

The State of Florida has instituted MyFloridaMarketPlace, a statewide eProcurement System ("System"). Pursuant to section 287.057(22), Florida Statutes, all payments shall be assessed a Transaction Fee of one percent (1.0%), which the Contractor shall pay to the State, unless otherwise exempt pursuant to Rule 60A-1.032, F.A.C.

The Department has determined that payments to be made under this Contract are not subject to the MyFloridaMarketPlace Transaction Fee pursuant to Rule 60A-1.032(2), Florida Administrative Code (F.A.C).

7.4.2.2 Vendor Substitute W9

The State of Florida Department of Financial Services (DFS) needs all vendors that do business with the state to electronically submit a Substitute W-9 Form to https://flvendor.myfloridaacfo.com by March 2012. Forms can be found at: http://www.myfloridacfo.com/aadir/docs/SubstituteFormW-9-03-21-11.pdf Frequently asked questions/answers related to this requirement can be found at: http://www.myfloridacfo.com/aadir/docs/VendorFAQPosted090310.pdf. DFS is ready to assist vendors with additional questions. You may contact their Customer Service Desk at 850-413-5519 or FLW9@myfloridaacfo.com.

The Department may make an equitable adjustment in the Contract prices or delivery date if the change affects the cost or time of performance. Such equitable adjustments require the written consent of the Contractor, which shall not be unreasonably withheld.

The Department shall provide written notice to the Contractor thirty (30) days in advance of any Department required changes to the technical specifications and/or scope of service that affect the Contractor's ability to provide the service as specified herein. Any changes that are other than purely administrative changes will require a formal contract amendment.

All changes will be conducted in a professional manner utilizing best industry practices. The Department expects changes to be made timely and within prices proposed.

7.6.2 Other Requested Changes

In addition to changes pursuant to Section 7.6.1, State or Federal laws, rules and regulations or Department, rules and regulations may change. Such changes may impact Contractor's service delivery in terms of materially increasing or decreasing the Contractor's cost of providing services. There is no way to anticipate what those changes will be nor is there any way to anticipate the costs associated with such changes.

Either party shall have ninety (90) days from the date such change is implemented to request an increase or decrease in compensation or the applicant party will be considered to have waived this right. Full, written justification with documentation sufficient for audit will be required to authorize an increase in compensation. It is specifically agreed that any changes to payment will be effective the date the changed scope of services is approved, in writing, and implemented.

If the parties are unable to negotiate an agreed-upon increase or decrease in rate or reimbursement, the Assistant Secretary of Health Services shall determine what the resultant change in compensation should be, based upon the changes made to the scope of services. The decision of the Assistant Secretary of Health Services shall be considered proposed agency action that constitutes a point of entry to administrative proceedings under Chapter 120, F.S.; and the contractor shall be given written notice of such point of entry.

7.7 Records

7.7.1 Public Records Law

The Contractor agrees to allow the Department and the public access to any documents, papers, letters, or other materials subject to the provisions of Chapter 119, Florida Statutes, and Section 945.10, Florida Statutes, made or received by the Contractor in conjunction with the Contract resulting from this RFP. The Contractor's refusal to comply with this provision shall constitute sufficient cause for termination of the Contract resulting from this RFP.

7.7.2 Audit Records

7.7.2.1 The Contractor agrees to maintain books, records, and documents (including electronic storage media) in accordance with generally accepted accounting procedures and practices which sufficiently and properly reflect all revenues and expenditures of funds provided by the Department under the Contract resulting from this RFP, and agrees to provide a financial and compliance audit to the Department or to the Office of the Auditor General and to ensure that all related party transactions are disclosed to the auditor.

7.7.2.2 The Contractor agrees to include all record-keeping requirements in all subcontracts and assignments related to the Contract resulting from this RFP.

7.7.3 Retention of Records

7.26 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 the Contract resulting from this RFP, which includes and incorporates ATTACHMENT 8, Business Associate Agreement, as part of this Contract.

In addition to complying with HIPAA requirements, the Contractor shall not disclose any information concerning inmates, specifically concerning inmate transfers/referrals, to parties outside the Department.

7.27 Reservation of Rights

The Department reserves the exclusive right to make certain determinations regarding the service requirements outlined in the 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 the Contract resulting from this RFP 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.

7.28 Cooperative Purchasing

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

Other state agencies wishing to make purchases from this agreement are required to follow the provisions of Section 287.042(16)(a), F.S. This statute requires the 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.

7.29 Performance Guarantee

The Contractor shall furnish the Department with a Performance Guarantee in the amount of twenty-seven million dollars ($27,000,000.00) that shall be in effect yearly for a time frame equal to the term of the Contract.

The form of the guarantee shall be a bond, cashier's check, or money order made payable to the Department. In addition, an irrevocable direct draw letter of credit in the amount of $27,000,000 for the benefit of the Department, and from a financial institution acceptable to the Department, may also be used. The guarantee shall be furnished to the Contract Manager within thirty (30) days after execution of the Contract which may result from this RFP. No payments shall be made to the Contractor until the guarantee is in place and approved by the Department in writing. Upon renewal of the Contract, the Contractor shall provide proof that the performance guarantee has been renewed for the term of the Contract renewal. ~~The performance bond shall specifically state that it will pay for any liquidated damages assessed under the Contract.~~

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

7.30 Scrutinized Companies List

Pursuant to Chapter 287.135, F.S., an entity or affiliate who has been placed on either the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List is ineligible for and may not bid on, submit a proposal for, or enter into or renew a contract with an agency or local governmental entity for goods or services of $1 million or more.

In executing this contract and any subsequent renewals, the Contractor certifies that it is not listed on either the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, created pursuant to section 215.473, Florida Statutes. Pursuant to section 287.135(5), F.S., the Contractor agrees the Department may immediately terminate this contract for cause if the Contractor is found to have submitted a false certification or if Contractor is placed on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List during the term of the contract. Additionally, the submission of a false certification may subject company to civil penalties, attorney's fees, and/or costs.

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PRICE INFORMATION SHEET #1
RFP# 11-DC-8324

Pursuant to Senate Bill 2000 (see EXHIBIT X), any intent to award for comprehensive health services is contingent upon a cost savings of at least seven percent less than the Department's Fiscal Year 2009-2010 healthcare expenditures (see EXHIBIT E). For purposes of determining whether a proposal meets the 7% requirement only the cost for the first year of the contract will be provided by the Respondent and considered by the Department. In addition, the Respondent must include all costs to the Department in this price, except the performance bond. The Respondents must separately provide below the cost of the performance bond which will be excluded from the bid price for purposes of determining the 7% savings. However, the total cost, year one price and performance bond cost, will be the basis for awarding points for the price criteria. Price increases or decreases after year one will be determined in accordance with section 5.11.

For the Price Information Sheet, proposers shall provide a single capitation rate per-inmate, per-day (Unit Price). Proposers shall complete the Price Information Sheet as instructed in Section 5.11.

Note: Services shall be provided at the Unit Price proposed times the average monthly number of inmates, based on the Department's Monthly Inmate Average contained in the Average Daily Population (ADP) report.

Comprehensive Healthcare Services
(Not including Pharmacy Services - Including the use of RMC Hospital)

Single Capitation Rate Per-Inmate, Per Day (Unit Price)		Average Daily Population		Estimated Total Daily Cost				Total Annual Cost
$_____	X	75,274	=	$_____	X	365	=	$_____
Bond Cost:								$_____
TOTAL PROPOSED ANNUAL COST (For Award Purposes):								$_____

Comprehensive Healthcare Services
(Not including Pharmacy Services - Not including the use of RMC Hospital)

Single Capitation Rate Per-Inmate, Per Day (Unit Price)		Average Daily Population		Estimated Total Daily Cost				Total Annual Cost
$_____	X	75,274	=	$_____	X	365	=	$_____
Bond Cost:								$_____
TOTAL PROPOSED ANNUAL COST (For Award Purposes):								$_____

All calculations will be verified for accuracy by the Bureau of Procurement and Supply staff assigned by the Department. In the event a mathematical error is identified, the Unit Price submitted by the Proposer will prevail.

PROPOSER: _____ BY: _____

ADDRESS: _____ PHONE: _____

CITY, STATE: _____ DATE: _____

AUTHORIZED SIGNATURE: _____

PRICE INFORMATION SHEET #2
RFP# 11-DC-8324

NOTE: This Price Information Sheet will not be used for scoring or award purposes.

Pursuant to Senate Bill 2000 (see EXHIBIT X), any intent to award for comprehensive health services is contingent upon a cost savings of at least seven percent less than the Department's Fiscal Year 2009-2010 healthcare expenditures (see EXHIBIT E). For purposes of determining whether a proposal meets the 7% requirement only the cost for the first year of the contract will be provided by the Respondent and considered by the Department. In addition, the Respondent must include all costs to the Department in this price, except the performance bond. The Respondents must separately provide below the cost of the performance bond which will be excluded from the bid price for purposes of determining the 7% savings. However, the total cost, year one price and performance bond cost, will be the basis for awarding points for the price criteria. Price increases or decreases after year one will be determined in accordance with section 5.11.

For the Price Information Sheet, proposers shall provide a single capitation rate per-inmate, per-day (Unit Price). Proposers shall complete the Price Information Sheet as instructed in Section 5.11.

Note: Services shall be provided at the Unit Price proposed times the average monthly number of inmates, based on the Department's Monthly Inmate Average contained in the Average Daily Population (ADP) report.

Comprehensive Healthcare Services (*)
(Including Pharmacy Services - Including the use of RMC Hospital)

Single Capitation Rate Per-Inmate, Per Day (Unit Price)		Average Daily Population		Estimated Total Daily Cost				Total Annual Cost
$_____	X	75,274	=	$_____	X	365	=	$_____
Bond Cost:								$_____
TOTAL PROPOSED ANNUAL COST:								$_____

Comprehensive Healthcare Services (*)
(Including Pharmacy Services - Not including the use of RMC Hospital)

Single Capitation Rate Per-Inmate, Per Day (Unit Price)		Average Daily Population		Estimated Total Daily Cost				Total Annual Cost
$_____	X	75,274	=	$_____	X	365	=	$_____
Bond Cost:								$_____
TOTAL PROPOSED ANNUAL COST:								$_____

All calculations will be verified for accuracy by the Bureau of Procurement and Supply staff assigned by the Department. In the event a mathematical error is identified, the Unit Price submitted by the Proposer will prevail.

(*)NOTE: This Price Information Sheet will not be used for scoring or award purposes.

PROPOSER: _____ BY: _____

ADDRESS: _____ PHONE: _____

CITY, STATE: _____ DATE: _____

AUTHORIZED SIGNATURE: _____

Department of Corrections
Health Services
Total Expenditures by Location
FY 2009-2010
December 12, 2011

	Adjusted ADP	Total Expenditures	Per Diem
Region I	28,788	66,093,651	6.29
Total Region II	26,262	162,050,752	16.91
Total Region III	19,608	83,594,066	11.68
Total Region IV	18,612	89,714,923	13.21
Institutions Only	93,270	401,453,392	11.79
Regions I, II & III	74,658	311,738,469	11.44

Less Pharmacy

	Adjusted ADP	Total Expenditures	Less Drug Expenditures	Revised Total	Per Diem
Region I	28,788	66,093,651	(12,724,772)	53,368,879	5.08
Total Region II	26,262	162,050,752	(24,867,200)	137,183,552	14.31
Total Region III	19,608	83,594,066	(19,141,421)	64,452,645	9.01
Total Region IV	18,612	89,714,923	(17,514,689)	72,200,233	10.63
Institutions Only	93,270	401,453,392	(74,248,083)	327,205,309	9.61
Regions I, II & III	74,658	311,738,469	(56,733,394)	255,005,076	9.36

Responses Follow-Up Questions in Response to Addenda 3 & 4
RFPs #11-DC-8324, #11-DC-8325, #11-DC-8326, #11-DC-8327, & #11-DC-8328
Comprehensive Healthcare Services in Regions I, II, III, and IV

Questions are color-coded as follows:

With normal text (black font/white background) → All 5 RFPs
With text in GREEN → RFP #11-DC-8328 Comp HS Region IV
With text in RED → Apply only to individual RFPs #11-DC-8325, and #11-DC-8327

All written inquiries are reproduced in the same format as submitted by the Contractor, unless otherwise indicated.

CHC | Correctional Healthcare Companies	
Question #1	1. What are the credentials for the Institutional Counselors and Human Services Counselors? Are these positions required to be licensed?
Answer #1	These are not credentialed positions and there are no licensure requirements. Minimum qualifications for the positions can be found on peoplefirst.myflorida.com.
Question #2	2. The Department clarified in Addendum #3, Question 579 that the Contractor was not to propose healthcare services for Graceville CF. However, the revised Attachment 11 – Pricing Matrix "ADP-Comprehensive-R1" file included in the Addendum 3 document CD still includes Graceville CF in the Contractor's final per diem calculation. Will the Department consider revising this file to accurately reflect the facilities and the ADP the Contractor is to propose for this Region?
Answer #2	The Department has deleted the requirement to complete these worksheets from the RFP.
Question #3	3. The Department clarified in Addendum #3, Question 580 that the Lafayette County Jail was a Region II facility. However, the revised Attachment 11 – Pricing Matrix "ADP-Comprehensive-R3" file included in the Addendum 3 document CD still includes the Lafayette County Jail in the Contractor's final per diem calculation for Region III. Will the Department consider revising this file to accurately reflect the facilities and the ADP the Contractor is to propose for this Region?
Answer #3	The Department has deleted the requirement to complete these worksheets from the RFP.
Question #4	4. The Department clarified in Addendum #3, Question 581 that the Hillsborough CI is a Region III facility. However, the revised Attachment 11 – Pricing Matrix "ADP-Comprehensive-R3" file included in the Addendum 3 document CD does not include Hillsborough CI in the Contractor's final per diem calculation for Region III. Will the Department consider revising this file to accurately reflect the facilities and the ADP the Contractor is to propose?
Answer #4	The Department has deleted the requirement to complete these worksheets from the RFP.
Question #5	5. The Department clarified in Addendum #3, Question 582 that the following facilities are in Region III: a. Bridges of Orlando Work Release Center b. Largo Residential Re-Entry Center c. Orlando Transition Center d. Re-Entry of Ocala e. Suncoast Work Release Center (Female) f. Suncoast Work Release Center (Male) g. The Transition House, Inc. However, the revised Attachment 11 – Pricing Matrix "ADP-Comprehensive-R3" file included in the Addendum 3 document CD does not include these seven locations in the Contractor's final per diem

	calculation. Will the Department consider revising this file to accurately reflect the facilities and the ADP the Contractor is to propose?
Answer #5	These facilities are contracted by a private company and the requirement to complete these worksheets has been deleted from the RFP.
Wexford Health Sources	
Question #6	1. In its response to Question #317 in RFP Addendum #3, the DC stated that it provided unprotected staffing spreadsheets in RFP Questions & Answers Documents\Attachment 11. However the staffing spreadsheets in this folder are still locked. Can the DC please provide unlocked versions for bidders to use?
Answer #6	The Staffing Master forms required for submission of a staffing matrix have been unprotected for your use.
Question #7	2. We thank the Department for all of the updated pricing spreadsheets it provided in the Attachment 11 folder on the Addendum #3 Exhibits CD. However there are still many missing files, as described below. Will the DC provide these missing spreadsheets? If not, please confirm that bidders are permitted to duplicate the existing spreadsheets and change them to fill in the gaps created by the missing forms. Missing "Staffing" forms (staffing differs between "RX included" and "RX excluded" models) Staffing Master-RX Removed–R1-R2-R3 Staffing Master-RX Removed–R1 Staffing Master-RX Removed–R2 Staffing Master-RX Removed–R3 Staffing Master-RX Removed–R4 Missing "ADP" forms (should be 20 versions, as for the Summary Pricing Matrix forms; the DC provided only 5) ADP-Comprehensive–R4 ADP-RMC Removed–R1-R2-R3 ADP-RMC Removed–R1 ADP-RMC Removed–R2 ADP-RMC Removed–R3 ADP-RMC Removed–R4 ADP-RX & RMC Removed–R1-R2-R3 ADP-RX & RMC Removed–R1 ADP-RX & RMC Removed–R2 ADP-RX & RMC Removed–R3 ADP-RX & RMC Removed–R4 ADP-RX Removed–R1-R2-R3 ADP-RX Removed–R1 ADP-RX Removed–R2 ADP-RX Removed–R3
Answer #7	The Staffing Master forms required for submission of a staffing matrix have been unprotected for your use. "ADP-Comprehensive" forms, included with Attachment 11, are no longer required.
Question #8	3. The DC's response to Question #313 in RFP Addendum #3 stated that "The vendor should not include Central Office or Regional Staff in their proposal." However pharmacy positions are listed as Regional Staff in the "Regional Pharmacy UM and Institutional HS Staff minus MH 9-1" document of the Exhibits CD. Please confirm that the Department will retain all pharmacy positions — including Pharmacy Technicians — as DC employees, regardless of whether the State retains responsibility for pharmaceuticals or awards it to a bidder.

Answer #8	If the department retains Pharmacy Services, all pharmacy positions will remain DC employees. If Pharmacy Services is awarded to a vendor (s), corresponding Regional and / or Institutional Pharmacy positions will be deleted.
Question #9	4. We understand that the DC recently met with bidders who have filed intents to protest the terms of the RFP, and that the DC is trying to resolve those bidders' objections. Given this fact, will the Department please: a. For each RFP, provide the firm, fixed, exact dollar amount from which bidders are required to save 7%. b. Consider allowing annual cost increases for each year of the contract period? c. Consider removing the cost of the Electronic Health Record (EHR) from the costs evaluated in each bidder's proposal (similar to how the DC is treating pharmaceuticals)? Since the cost of an EHR was not in the Department's FY2009-2010 health care costs either, expecting it to be included in bidders' prices is an unfair comparison.
Answer #9	a. The total is the amount in column X, Total Expenditures by Location FY 2009-2010 Summary. This amount is $401,453,392 and includes Allocated Central Office Costs and Allocated Personnel Assessment Costs. This also includes drug costs and pharmacy salaries at RMC. Adjustments would have to be made for excluded pharmacy costs. The adjusted total for drug costs is $74,248,083. Pharmacy salaries for RMC totaled $639,320 and pharmacy OPS costs totaled $119,425. b. 7% savings will be required for the first year of the contract, as required by 2011 Legislative Proviso in SB 2000. For subsequent years, the department will include contract language that allows for changes to the per diem based on increases or decreases in the medical consumer price index (CPI), adjusted for geographic region. If the adjusted medical CPI increases, the vendor(s) may submit a written request for an increase to the per diem prior to September 1 of each year. The amount of the increase may not exceed the adjusted medical CPI for the 12-month period ended June 30 of the same year. If the medical CPI decreases, the Department must notify the vendor(s) in writing by September 1 of each year if the Department plans to seek a decrease in the per diem rate. Any proposed changes to the health services per diem rates will be reflected in the Department's annual Legislative Budget Request and subject to Legislative appropriation. c. The Department has removed this requirement from this RFP and will seek a separate Legislative appropriation for a statewide electronic health record. For purposes of this RFP, the vendor(s) should plan to use paper health records and the existing CARP and OBIS systems as appropriate to record health care encounters, workload and utilization data.
MHM Services	
Question #10	1. The 2011 Legislature enacted proviso in Ch. 2011-69, *Laws of Florida,* and in accordance with chapter 287, *Florida Statutes*, directing the Department to issue a request for proposal for statewide comprehensive health care services, excluding Region IV, for inmates in the custody of the Department, " In order to achieve these cost savings, the contracts shall be written in a manner that enables the contractors to access the legislatively mandated Medicare plus 10% provider rates available to the Department." Yet in the answer to question 191 on page 38 Addendum 3 the FL DC communicated the following answer: Question #191 35. Page 25, 3.3.13 – Inpatient hospitalization. Please verify if vendors will be able to use the current

	statute which allows the Department to pay at 110% of Medicare, for hospitals and physicians, when no contract exists. Answer #191 The Department does not have the authority to give contractors the statutory authority found in 945.6046, Fla. Stat. *(emphasis added).* Has the Department considered and/or is the Department willing to consider reforming the RFPs so that the Department retains the "ultimate risk" for provider claims payment such that the vendor(s) would be able to operate as intermediaries (i.e. Administrative Services Only (ASO) vendors for the Department? (See below explanation) Explanation: Pursuant to such an hypothetical ASO relationship, the Department which has the Constitutional duty to provide for inmate health care could maintain its current provider contracts and provider network and thereby retain the risk for "funding claims payment" pursuant to such direct contracts with providers . The Department could then delegate the responsibility for administering such contracts to the Vendor (s). The vendor could then negotiate and renegotiate rates with providers on Department "paper" to further lower unit costs and would legally operate as the Department's actual agent for purposes of processing and paying electronic and paper claims. The Department could fund an "ASO trust account" with the vendor(s) via periodic "premium payments" and the vendor could assume the financial risk for staying within a predefined "medical cost budget." Pursuant to such a hypothetical contractual relationship, the RFP would then arguably afford the Department the ability to "*give contractors the statutory authority found in 945.6046, Fla. Stat."* without necessarily foregoing cost reductions and /or the realization of efficiencies or otherwise cause the Department to incur any costs associated with vendor inefficiencies in regard to curtailing inappropriate utilization and expense. In such a scenario, the Department would realize the benefits of a competitive procurement and be able to comply with the legislative mandate to afford the vendors access to the statutory rates for non-contracted correctional health care providers since the Department would ultimately maintain contractual privity with all providers, contracted or non-contracted.
Answer #10	The Department will not accept ultimate risk for provider claims payments. Pursuant to proviso language contained in SB2000, the Department will assign the rights it has to exercise the provisions of Section 945.6041, F.S., to the extent permissible under law.
Question #11	2. Addendum 3 page 4, the addition highlighted in yellow states, ""In order to ensure equal access to RMC services for all contractors, the Department shall approve, pre-authorize, and retain final authority for all movement/transfers, except for emergency hospital admissions." What will the process be for authorizing services and discharging?
Answer #11	The Utilization Management process for authorization of health care outside a correctional institution. See response to Answer #31 for explanation of current utilization management processes.
Question #12	3. PRN (temporary employees) are employees who are trained in correctional healthcare and who have undergone an orientation process. They choose the PRN status for many reasons and are often used in lieu of agency or locum staff because of the knowledge they bring concerning the healthcare operations. Penalizing a contractor after two weeks of PRN (temporary employees) use contradicts the philosophy of utilizing a trained and oriented temporary employee. Would the State consider allowing PRN employees to fill vacant full time positions, during the recruitment period without penalty after two weeks?
Answer #12	The Department has deleted Section 3.36, Liquidated Damages, from this RFP. The vendor will be required to meet all staffing requirements outlined in the RFP.

Question #13	4. A review of the Collective Bargaining Agreements does not provide a clear picture as to which class of employees are covered by AFSCME and the Federation of Physicians and Dentists Supervisory, Non Professional agreements. Please identify which classes of employees at each location are covered by each bargaining agreement?
Answer #13	Covered positions are outlined in Exhibit V, Union Agreements.
Question #14	5. Section 3.36.2.1 the RFP mentions "healthcare staff not staffed," please define which positions are being referred to as "healthcare staff" to ensure compliance of which positions must be back-filled. Please confirm if management or any other administrative staff is exempt.
Answer #14	No position(s) is/are exempt under this requirement.
Question #15	6. In answer #106, the Department indicates that they are unable to provide a price for OBIS usage. Unfortunately, to provide an accurate and competitive price, this unknown dollar figure will create a great variance between each vendor's estimation of the cost. Please provide a specific annualized price for all four regions combined.
Answer #15	Cost for OBIS in fiscal year 20010-2011 was: $1,771,340. This expenditure only includes software costs, all other associated costs, i.e. Department staffing, hardware, business recovery and database maintenance are not included as costs to the vendor.
Question #16	7. Given the complexities of the RFP, addenda, potential protests, and the remaining volume of analysis and other work to be performed by vendors in development of their proposals, will the Department consider an extension of 90 days?
Answer #16	No, the Department will not extend the calendar 90 days; however, a revised calendar has been released. See Revised Pages 136 (Revision #2) and 137 (Revision #2), included with Addendum 6.
Question #17	8. The RPF and SB2000 refer to a 7% cost reduction of its 2009-2010 costs. The pricing parameters of the RFP do not allow for annual inflationary price increases as is customary in our industry. Would the Department revise the RFP and pricing requirements to allow for annual price increases based on an objective inflationary adjustment such as the Consumer Price Index (CPI) for Medical Services? The CPI for Medical Services relative to Florida averages approximately 3% per year in recent years.
Answer #17	Please see response to Question 9.b.
Question #18	9. At this time, it is unclear if the Department is screening for and/or treating Hepatitis C in conjunction with community standards. The Department, based on answers to previous questions, has indicated it is not interested in capping Hepatitis C costs. In the near future, the federal government will publish guidelines for screening, management, and treatment of Hepatitis C that we believe the Department will have to adhere to. Our concern is the impact this will have on costs because it will significantly increase the numbers of inmates being screened and treated for Hepatitis C. We estimate this impact could be $70 million or more per year. Given the uncertainty about this issue and its potential impact on vendors' pricing, would the Department consider capping the vendor's risk for Hepatitis C costs at current levels or at least agree to set this issue aside for negotiation with the successful vendor(s) at the time the new federal regulations come into force?
Answer #18	The Department cannot negotiate this issue, since this is a Request for Proposals and not an Invitation to negotiate. However, additional costs for Hepatitis C screening and/or treatment resulting from changes in federal requirements as outlined above will be handled in accordance with section 7.6.2., Other Requested Changes.
Question #19	10. The new language inserted at the end of paragraph 2 of section 7.29 says, "The performance bond shall specifically state that it will pay for any liquidated damages assessed under the Contract." Are we correct in assuming that any liquidated damages assessed under the contract would first be remedied through the normal monthly invoicing process (i.e., deductions from payments to the vendor) and not through calling on the performance bond? We know of no capacity for a performance bond to be used fluidly for monthly payments.

Answer #19	The Department has deleted Section 3.36, Liquidated Damages, from this RFP.
Question #20	11. Vendors are required to propose a cost under this RFP at or below a 7% reduction from the DC's actual health services costs for the fiscal year 2009-2010. A vendor's price in response to this RFP will include the following significant costs: a. Electronic Medical Record (EMR) system development, hardware, and implementation. b. Performance bond costs. c. OBIS system usage charges which have not been defined by the DC but must be included. d. General, medical malpractice, and other insurance costs. e. Contract monitoring costs. f. Legal costs for defending the vendor and the DC against claims filed by inmates and others. Are there comparable costs to the above included in the DC's fiscal 2009-2010 costs? If not, how can the vendor propose a true savings from the fiscal 2009-2010 costs under this RFP if costs are not comparable?
Answer #20	The information requested in parts a, b, e and f are not available. a. The Department has removed the requirement for an electronic medical record from this RFP and will seek a separate Legislative appropriation for a statewide electronic health record. b. The Performance Bond cost will be excluded from the 7% savings calculation. c. Cost for OBIS in fiscal year 20010-2011 was: $1,771,340. This expenditure only includes software costs, all other associated costs, i.e. Department staffing, hardware, business recovery and database maintenance are not included as costs to the vendor. d. The Health Services budget entity paid $554,427 for Risk Management Insurance in FY 2009-2010. This was paid in Central Office and is not included in the institutional totals. Column Z, Total Expenditures by Location, FY 2009-2010 Summary, contains the Allocated Costs for Risk Management. These costs are not included in $401,453,392 total in Question 9 above.
Question #21	12. The DC will achieve significant overhead savings at the central office level when staffing and other health services are performed by the vendor awarded this contract, while the vendor will incur similar overhead costs in performing the service for the DC. Could the department identify the overhead savings that will be achieved? Should this overhead savings be reflected in establishment of the fiscal 2009-2010 7% reduction target so that the true level of cost reduction is used?
Answer #21	Under the outsourced model, the Department will still be accountable for overseeing the provision of comprehensive health care services. The Department will retain a reduced central office health services staff to oversee the provision of care, and regional health services monitors to monitor the health services contracts. Projected costs for regional monitors were included in Addendum 3, Answer 38.b.
Question #22	13. Performance standards related to staffing levels and associated liquidated damages under this RFP will require the vendor to propose staffing at a 100% fill rate to achieve required compliance levels. Do the fiscal 2009-2010 costs used in establishing the 7% cost reduction target for this RFP include a similarly high level of staffing and the associated costs?
Answer #22	Fiscal year 2009-2010 costs included FTE staff, OPS staff and contracted staff. The Department has deleted Section 3.36, Liquidated Damages, from this RFP.
Question #23	14. The high standards of performance in this RFP will require vendors to provide health services at correspondingly high levels to be in contract compliance, and vendors will include the costs of providing this high level of service and/or the alternative of liquidated damages in their proposal pricing. Are health services for the DC currently provided at the levels required in the RFP and is this high level of service reflected in the fiscal 2009-2010 costs to be used in establishing the 7% cost reduction target?

<table>
<tr><td>Answer #23</td><td>A response to this question was provided in Addendum 3, answer 48. In addition, the Department has deleted Section 3.36, Liquidated Damages, from this RFP.</td></tr>
<tr><td>Question #24</td><td>15. We continue to be confused as to the DC's FY2010 health services financial total for each region that should be the baseline for calculating the required 7% cost reduction target. The Summary tab on the worksheet "Total Expenditures By Location FY 2009-2010 Revised 10-24-11" and the answers to the questions provided in Addendum 3 do not clearly identify the baseline costs to be used.

a. The answers to questions in Addendum 3 indicate that the columns in the above referenced report for "Allocated Costs Personnel Assessment" and "Allocated Costs Risk Management" are part of a separate budget entity. Could the FL DC please confirm that these columns are NOT to be included in the baseline cost for calculating the 7% reduction targets?

b. We assume that the column on the above referenced worksheet titled "Allocated Costs Central Office Health Services Costs" are to be included in the baseline cost for calculating the 7% reduction targets. Could the FL DC please confirm that this column is to be included in the baseline cost for calculating the 7% reduction target?

c. We assume that the total row in the above referenced worksheet for each Region includes all of the costs to be included in the baseline for calculating the 7% reduction target for each region, and the total of these rows represented by the "Institutions Only" row near the bottom of the worksheet represents the total of all health services costs to be considered in calculating the 7% reduction target. Could the FL DC please confirm the correctness of this assumption?

d. The footnote at the bottom of the above referenced financial worksheet states: "Adjustments for drugs allocates total drug costs recorded in FLAIR based on percentages of expenditures by institution reported by each OHS. This includes inventory, stock drugs and 340b drugs." Per the RFP, the health services vendor will not be responsible for the cost of drugs administered in the 340b program. Therefore, we assume that the cost of the 340b program drugs should not be included in the baseline cost for calculating the 7% reduction targets. Could the DC confirm the correctness of this assumption and provide the cost of the 340b program drugs to be excluded from the baseline cost?</td></tr>
<tr><td>Answer #24</td><td>a. Allocated Costs for Personnel Assessment are to be included. Allocated Costs for Risk Management are not to be included.

b. Allocated Costs for Central Office are to be included.

c. The Institutions Only total is the correct total. The total is in Column X, Total Expenditures by Location, FY 2009-2010 Summary, and includes Allocated Central Office Costs and Allocated Personnel Assessment Costs. This also includes drug costs and pharmacy salaries at RMC. Adjustments would have to be made for excluded pharmacy costs.

d. The 340b Costs are as follows:
<table>
<tr><td></td><td>FY 10/11</td><td>FY 09/10</td></tr>
<tr><td>Projected Cost - MMCAP ($)</td><td>16,350,928</td><td>14,235,753</td></tr>
<tr><td>Actual Cost - 340B ($)</td><td>8,627,463</td><td>8,725,928</td></tr>
<tr><td>Estimated Drug Savings ($)</td><td>7,723,465</td><td>5,509,825</td></tr>
</table>
</td></tr>
<tr><td colspan="2">CORIZON</td></tr>
<tr><td>Question #25</td><td>1. <u>Section 3.36.2.1, Staffing</u>
We appreciate the modification made to this section in Addendum #3 in regard to staffing paybacks for vacant positions. However, the language still requires paybacks equal to the salary and benefits for any day and/or shift that positions are not staffed. As you know, staffing in a correctional system can be</td></tr>
</table>

	dynamic and staffing needs can change from shift to shift and day to day depending on a variety of factors (# intakes, ADP, facility missions, infirmary census, population acuity, etc.). As a result, successful correctional healthcare programs typically allow some kind of flexibility within the staffing mix to account for these types of variables. Also, not every position is critical to be filled every shift, every day (i.e., non clinical staff). This section as currently written requires vendors to staff at 100% or incur the payback, and in reality requires staffing in excess of 100% to ensure backfill for paid time off. When comparing costs to the Department's costs of 2009-2010 in order to achieve the required 7% savings, it is our belief that the Department's costs do not include this type of payback provision, and in fact the Department's costs are reduced based on vacant positions, which based on the data provided in the RFP resulted in Department staffing levels in 2009-2010 below 88%. Most correctional healthcare contracts include some provision to account for less than 100% staffing levels before paybacks are incurred, allowing for staffing flexibility and understanding that every shift will not be filled every day and in fact this is not necessary. Will the Department consider modifying this requirement to allow for some staffing flexibility and paybacks for something less than 100% staffing 100% of the time? There are many different ways to accomplish this; however our recommendation is for paybacks to begin once staffing falls below 95% by site or region, based on job description.
Answer #25	The Department has deleted Section 3.36, Liquidated Damages, from this RFP. The vendor will be required to meet all staffing requirements outlined in the RFP.
Question #26	2. Section 5.2.12 Please confirm that the face sheet from insurance policies are still being required. Is this the same as the declarations page? If not, please clarify what is meant by face sheet. Are you requesting certificates of insurance?
Answer #26	Certificate of insurance, including and all related documents contained, is required as indicated in Section 5.2.12 and Section 7.15.
Question #27	3. Addendum #3, Question #42 Please clarify specifically, the line item(s) and/or the total dollar amount by region in the Total Expenditures by Location FY 2009-2010 Revised Summary.xls report that will be used as the basis for calculating if the required 7% savings has been achieved.
Answer #27	The total is the amount in column X, Total Expenditures by Location FY 2009-2010 Summary. This amount is $401,453,392 and includes Allocated Central Office Costs and Allocated Personnel Assessment Costs. This also includes drug costs and pharmacy salaries at RMC. Adjustments would have to be made for excluded pharmacy costs.
Question #28	4. Addendum #3, Question #45 Since the Department is unable to provide an estimate for the cost of OBIS, will you consider eliminating this requirement from the RFP as vendors have no ability to project what this cost might be?
Answer #28	No, these requirements will remain in the RFP. The OBIS system must be used to record inmate health services data until an electronic health record is implemented by the Department as outlined in Answer #9.c. In addition, please see Answer #15 concerning OBIS costs.
Question #29	5. Addendum #3, Question # 72 The response to this question indicates the vendors can each propose their own electronic medical record (EMR) and the vendor's will be responsible for the cost of integrating different systems. This could create up to four different EMRs (one for each region if different vendors are selected). There is no guarantee these systems will be able to be integrated and this could create significant challenges regarding the sharing of information across regions and impact continuity of care and ultimately overall quality of care. A single EMR throughout the state would enable the vendors to provide seamless care across regions and improve the overall quality of care. In addition, there is no way for the vendors to know at this time what EMR systems are being proposed by various competitors and therefore project what the integration costs might be. a. Therefore, will the Department consider eliminating the EMR requirement from these procurements, similar to what you have done for teleheath, and perhaps issue a separate procurement for the

	purchase of an EMR? b. If you are not willing to eliminate this requirement, will you at least consider the selection of a single EMR to implement among all regions to ensure seamless continuity of care is provided across the system? c. If multiple medical vendors are selected a Health Information Exchange(HIE) hub/aggregator will be needed. Does DC have a specific HIE in mind? Can you describe in greater detail your expectations and strategy so that a more accurate forecast can be created to build a solution?
Answer #29	a. Yes. The Department has removed the requirement for an electronic medical record from this RFP and will seek a separate Legislative appropriation for a statewide electronic health record. b. No longer applicable (see response to question 29.a.). c. No longer applicable (see response to question 29.a.).
Question #30	6. Addendum #3, Question # 122 What is the % of chemotherapy services provided at RMC vs. that provided by community providers?
Answer #30	Approximately 94% of chemotherapy services are provided at RMC, with the remaining 6% provided by community providers.
Question #31	7. Addendum #3, Question # 125 a. Please describe the utilization management process as it applies to inpatient activity at community (i.e., non-RMC) hospitals, including the titles of physician(s) and nursing staff involved (and the percentage of their time devoted to UM), any use of national screening guidelines, scheduled interactions (telephone calls, etc.) between those individuals responsible for managing utilization and the frequency of such interactions, and the frequency with which bed-days are denied for lack of medical necessity. b. Please describe the utilization management process as it applies to outpatient, off-site referral requests from site practitioners to community-based physicians and facilities. What is the process through which such requests are evaluated and approved or denied? What is the frequency with which such referrals are denied?
Answer #31	a. Inpatient Utilization Management/Case Management services are provided by FDOC as follows: Utilization Management/Case Management Inpatient process - The U.M. Role begins the day of admission. The admission is reviewed to determine medical necessity. Currently, FDOC has no license for national screening or evidenced-based clinical guidelines. Medical necessity decisions are based upon patient condition and community standards of care. U.M. performs daily concurrent reviews during the patient's hospital course. These patient care reviews are made by hospital site visits, phone calls or written faxed reviews. This information is entered into the HSUM database and shared with the respective institutional staff. U.M. evaluates the patient's needs prior to discharge and ensures that necessary services are available and in-place. U.M. is also responsible for coordinating the resources necessary for on-going care (i.e.: specialty care equipment, consults, wound care products, physical therapy and non-formulary medications). The U.M. nurse also facilitates continuity of care by ensuring that pertinent information is shared with the receiving institutions at the time of discharge (i.e.: providing Hospital Case Managers with DOC Nursing and Physician contact numbers for patient discharge and transfer reports, requests copies of hospital records and discharge summaries to be sent with the patient at the time of discharge, phone calls or e-mails to respective institutional CHO, HSA and Nursing). The U.M. Nurse will send a SYSM request for cases that involve a transfer of institutional custody. FDOC Utilization Management Program provides On-Call services statewide 24/7 for community hospital admission cases as necessary. Community hospital bed days and inpatient services are approved and monitored on a daily

	basis by U.M. However, the Utilization Management Physician Advisor is referred those cases where medical necessity is questioned and could not be resolved by U.M. prior to patient discharge. If the Physician Advisor approves the nurse's referral, the case is forwarded on to the Director of Health Services Administration for final disposition. During FY 2010/11, the inpatient total days referred for denial were 9, with 4 days denied. Region 1 – On average, 16% of inpatient admissions occur in this area at various community hospitals. These cases are managed by 1 FTE RN Consultant spending approximately 4 to 6 hours per day depending on case load for duties related to these cases. Region 2 – On average, 44% of inpatient admissions statewide occur in this area, primarily at Memorial Hospital Jacksonville. The Memorial cases are managed by 1 FTE RN Consultant assigned to the DC unit spending approximately 8 hours per day for duties related to the utilization management process. The Department also provides Utilization Management oversight by a DC physician. The DC physician, Region 2 RMED or Physician Advisor Committee Chairman makes rounds once a week for approximately 3 hours on the DC Floor and ICU. Region 3 – On average, 18% of inpatient admissions occur in this area. These cases are managed by 1 FTE RN Consultant spending approximately 5 to 6 hours per day depending on case load for duties related to these cases. Region 4 – On average, 22% of inpatients occur in this area. These cases are managed by 1 FTE RN Consultant assigned to the DC unit at Kendall spending 6 to 7 hours per day for duties related to these cases. The Department also provides Utilization Management oversight by a DC physician. The DC physician or Region 4 RMED makes rounds every two weeks for approximately 2 hours on the DC floor. Problematic cases are reviewed as needed by the CHO at SFRC and/or the Region 4 RMED. b. All outpatient referrals for community based physicians and facilities are submitted into the HSUM database for review, tracking and scheduling purposes. Currently FDOC has no license for evidenced-based clinical guidelines. Medical necessity decisions are based upon supporting documentation of patient condition, diagnostic findings, institutional resources and community standards of care. All requests are reviewed by an RN Consultant who will approve, ask for information or refer the case to the physician advisor. The physician advisor will approve, ask for information or deny the request. If a request is approved, U.M. will designate the place of service and provide scheduling instructions accordingly. If the request is denied a denial letter is generated and sent to the respective CHO and RMED for notification. Specific details are provided in the U.M. Exhibit 9a. On average U.M. processes 3,477 requests per month and refers 337 requests to the physician advisor for review. The physician advisor denies 72.4% of those cases referred.
Question #32	8. <u>Addendum #3, Question # 135</u> Please provide further description and categorization of the number of outpatient referrals to RMC by region, diagnosis, procedure, and types of specialty services provided. This information is needed in order to price these services in the community in the event that the hospital is closed.
Answer #32	See report RMC-Specialty Consults & Procedures FY10-11.xlsx
Question #33	9. <u>Addendum #3, Revised Pricing Sheet</u> If the RMC hospital is closed, will the remainder of the facility remain open, including the infirmary, mental health beds, etc. or would all the patients be disbursed back to existing beds within other facilities?
Answer #33	If the hospital is closed, the remainder of the facility would remain open.

Question #34	10. There are still inconsistencies between the pricing sheets (Attachment 11) and answers to questions related to specific sites. Please clarify the following: - Q&A confirmed that Glades CI is projected to close on December 1st, however it is still included in the Attachment 11 price sheet. - Q&A confirmed that Graceville CF is not included in this RFP, however it is still included in the Attachment 11 price sheet. - Q&A confirmed that Hillsborough CI is in Region III, however it is still included in the Region IV Attachment 11 price sheet.
Answer #34	The requirement to complete these worksheets has been deleted from the RFP.
Question #35	11. Section 3.36.3.9.2 This section states that sick call requests must be triaged within 24 hours. Currently, the Department operates several small facilities such as work camps, forestry camps etc., which do not have medical staff assigned. It is our understanding that these inmates are brought to nearby larger facilities 1 - 2 times per week. Does the 24 hour triage requirement apply to inmates in these facilities?
Answer #35	That is correct. The forms are either delivered in a sealed box by security or faxed to medical department at the associated major facility for the nurse to review. For the sick call encounter the inmate is transported to the major facility that has their medical record 1-3 times per week.
GEO Care	
Question #36	1. Addendum #3, Q&A Response #329, page 61 Is it the department's intention to have a postdoctoral psychology residency / postdoctoral program in Region IV? If so, is it the Department's intention to have the Region IV residency training director oversee internship training also? If so, will those interns be in Region IV?
Answer #36	No, the Department does not intend to have a postdoctoral psychology residency/postdoctoral program in Region IV.
Question #37	2. Addendum #3, Q&A Response #18, page 7 Please further clarify if the licenses, permits and registrations the Department seeks in response to RFP Section 5.2.12, page 145 refer to all of the clinics GEO currently operates and such documents as: • CLIA • DEA Certificates • Pharmacy Registrations • Professional Licenses of each individual healthcare provide at each of our facilities?
Answer #37	The vendor shall provide all required licenses, permits and registrations as outlined in Section 3, Scope of Services.
Question #38	3. Addendum #3, Revised Pricing Pages, Attachment 11 The pricing pages still include Hillsborough and Hendry in Region IV, does the Department intended to remove those from the Region IV pricing pages?
Answer #38	The requirement to complete these worksheets has been deleted from the RFP.
Question #39	4. Addendum #3, Q&A Response #353, page 65 The Department responded that Memorial Hospital Jacksonville and Kendall Regional Medical Center are the "two Department secure institutions" referenced in Section 5.6.7, Access to Care, page 155 of

	the RFP. The RFP requirement for Section 5.6.7 (2) is "Provide a table of organization governing on-site operations at the two Department secure institutions. The table of organization must reflect the corporate supervision of all administrative and line staff responsible for functional service delivery on-site and off-site." Please clarify what type of "table of organization" the Department requires in this section, since vendors' staff will not be providing services at the two Department secure institutions (Jackson & Kendall) and the staff at these institutions are DOC and hospital staff only, as provided in Answer #381?
Answer #39	The table of organization would apply only if the Proposer plans to have on-site UM personnel to liaison with the facility and monitor the health care of the inmates.
Question #40	5. Addendum #3, Q&A Response #32 & #33 page(s) 10 & 11 Can the Dental Director also occupy a Dental Practitioner position?
Answer #40	There is no requirement for the contractor to have a non-practicing Dental Director. The Dental Director is required to meet all responsibilities contained in RFP Sections, 5.4.1.5, 3.4.1 and 3.22.4, which deals with Florida Statute 466.0285. In addition, if the Dental Director practices at an institution, they must meet all Dental Performance Measures contained in the RFP.
Question #41	6. Addendum #3, Revised Pricing Pages, Attachment 11 For staffing purposes should the vendor use the institutional or non-institutional staffing? Does the Department have Mental Health Specialists or Behavioral Specialists, please clarify? Should the Chief Health Officer be included in the staffing?
Answer #41	a. The requirement to complete these worksheets has been deleted from the RFP. b. The Department uses "Behavioral Specialists", which is the class code for the working title of "Mental Health Specialist". Behavioral Specialists employed by the successful contractor(s) must meet the licensure requirements in accordance with F.S. 491 CLINICAL, COUNSELING, AND PSYCHOTHERAPY SERVICES. c. Yes, the Chief Health Officer should be included in staffing, as appropriate.
Question #42	7. Addendum #3, Q&A Response #292 & #364, page(s) 55 & 66 We interpret that the job descriptions required for this RFP are only required for those positions listed in Section 5.6.5(8), page 153, please confirm. If not, please specify which job descriptions are required.
Answer #42	No. Job descriptions are required for all healthcare personnel, including but not limited to, those listed in Section 5.6.5.8.
Respiratory Recovery Program	
Question #43	In regard to question #545 of addendum 3: a. If the correct total is almost $900,00.00 less than reported, where is that money? b. How many other significant errors are there in the reporting? c. Is there an audited expenditure report for year 2010 and this current year? d. Is the FDOC willing to produce a bond in the event the reporting is extremely flawed and the vendor has proposed a bid on the inaccuracies?
Answer #43	a. The total for expenses in column F, Total Expenditures by Location FY 2009-2010 Summary, is correct. This total, $10,669,845 for institutions only, contains the correct total for Janitorial/Maintenance Supplies. This was reported correctly on the Health Services Management Report FY 2009-2010. The amount reported on the management report for

	expenses is $12,129,937 and includes Central Office Expenses. The incorrect amount was reported on the Monthly Expenditure Report and has been corrected. b. The department is not aware of other errors. c. The department does not have audited expenditure reports for the periods requested. d. No
Armor Correctional Health Services	
Question #44	1. Addendum #3, questions 42, 135, 174, 199, 201 and 245 reference exhibits 9d and 9e. Please clarify where we can find these exhibits.
Answer #44	The reference to exhibits 9d and 9e is incorrect; however, the information was provided in the files located under Exhibit G – Utilization Management in the original RFP document and under UM Data in Addendum #3 documents.
Question #45	2. In proposed staffing: a. can proposers present positions by hours and FTE's versus by bodies as listed in the Baseline Staffing? b. Is Baseline staffing meant to be FTE's or employees per shift/per day? Example: If the Baseline staffing calls for 7 LPN's on the Day shift this correlates to 9.8 FTE to cover 7 days a week.
Answer #45	a. Baseline staffing is based on the number of allocated positions. b. The relief factor is included in the baseline staffing.
Question #46	3. Charlotte CI has 7 Sr. LPN's listed for medical staffing on day shift, however the inpatient mental health LPN positions are much less than current staffing. Was there a error in the number of inpatient mental health staff?
Answer #46	There are 10 LPNs in the mental health unit, 1 of the positions is designated to outpatient services.
Question #47	4. Please provide clarification that the only liquidated damages relating to staffing will be "equal to the salary and benefits of the vacant staff", and the $1,000 per vacancy or unfilled hours per shift will not be assessed for staffing.
Answer #47	The Department has deleted Section 3.36, Liquidated Damages, from this RFP.
Question #48	5. The ADP - Comprehensive price sheet for Regions 1 -2 -3 and price sheets for individual Regions 1, 2, and 3 do not state "Rx removed" as Region 4 does. Please clarify if the price sheet for Region 4 should exclude Rx and all others should include Rx. Should the ADP - Comprehensive - Rx removed - R4 price sheet include Rx?
Answer #48	The requirement to complete these worksheets has been deleted from the RFP.
Question #49	6. The ADP - Comprehensive - Rx removed - R4 price sheet includes Glades, Hendry, and Hillsborough yet in the answers to questions, Glades and Hendry will be closed and Hillsborough is in Region III. How is the Department going to account for these ADPs in the pricing analysis?
Answer #49	The requirement to complete these worksheets has been deleted from the RFP.
Question #50	7. Vendors have no way of projecting costs associated with the OBIS system. What was the total cost for the use of OBIS last fiscal year?

Answer #50	Please see Answer #15.
Question #51	8. Will the Child and Adolescent Psychologist for youthful services be required in Region IV?
Answer #51	Yes, the Child and Adolescent Psychologist for youthful offenders will be required in Region IV.
Question #52	9. The data answering question 202 was provided, however, there are no headers so it is unclear if the figures are monthly, what the figures are, etc. Further, it appears that several facilities are missing and the title states Region I. Please provide the headings and the time periods associated with the figures along with the additional facilities that are not represented.
Answer #52	The "filled script summary" contains data from all facilities for FY 10-11. The remaining three reports are from FY data as stated on the header. These remaining three reports contain prescription data retrieved from the pharmacy software. All facilities may not have had prescriptions dispensed in those drug categories as defined in the pharmacy software system. These reports may state Region I, but contain data from all of the department's pharmacies.
Question #53	10. As was stated in question #157, on the Summary Pricing Matrix, the Daily Capitated Per-Offender Fee is calculating as a per inmate per year (Absolute Dollars/ADP) instead of a per inmate per day (Absolute Dollars/ADP/365).
Answer #53	The Department needs more information from the vendor to respond to this issue.
Question #54	11. On the Total Expenditures by Location FY 2009-2010 Revised, will the Department be comparing the 7% decrease with $372.5 million, $393.2 million, $401.5 million or $404.4 million?
Answer #54	The total is the amount in column X, Total Expenditures by Location FY 2009-2010 Summary, this amount is $401,453,392 and includes Allocated Central Office Costs and Allocated Personnel Assessment Costs. This also includes drug costs and pharmacy salaries at RMC. Adjustments would have to be made for excluded pharmacy costs.
Question #55	12. Please confirm that the vendor is to provide two data centers for the EMR. One being the primary location with fail over to the secondary (back up) location. These data centers are to be physically located in different geographic locations.
Answer #55	No longer applicable. The Department has removed the requirement for an electronic medical record from this RFP and will seek a separate Legislative appropriation for a statewide electronic health record.
Question #56	13. The answer to question #310 reads: The Department will not change the terms of the procurement relating to the 7% savings, or provide a CPI escalator. The proviso states: Any intent to award for comprehensive health services is contingent upon a cost savings of at least 7 percent less than the department's Fiscal Year 2009-2010 healthcare expenditures. The proviso allows costs savings in excess of 7 percent of the department's Fiscal Year 2009-2010 healthcare expenditures. Your proposal could result in cost savings of less than 7 percent of the department's Fiscal Year 2009-2010 healthcare expenditures. Please clarify the last sentence. Is it acceptable for a vendor not to propose savings of at least 7% for five years? How can the Commission approve if savings are not at least 7%?
Answer #56	Please see Answer 9.b.

Question #57	14. Would FDOC be willing to eliminate the individual bidder requirement for and EMR, to an EMR assessment to all vendors to cover the cost of a comprehensive EMR for the State.
Answer #57	No longer applicable. The Department has removed the requirement for an electronic medical record from this RFP and will seek a separate Legislative appropriation for a statewide electronic health record.
Question #58	15. Under sections 3.16.1 and 3.16.2 in the RFP, the State is allowing the use of virtual private networks (VPN), however under section 3.16.16 Electronic Health Record (EHR), the last bullet states "Must not utilize Virtual Network (VPN)." Does this mean: a. That facilities will not be allowed to access the EMR system via VPN? Or b. There will be no remote access to the EMR system via VPN?
Answer #58	No longer applicable. The Department has removed the requirement for an electronic medical record from this RFP and will seek a separate Legislative appropriation for a statewide electronic health record.
Question #59	16. Under section 3.16.16 Electronic Health Record (EHR), the fourth bullet states "....including fail over data centers." Does this mean that there has to be more than one fail over data center?
Answer #59	No longer applicable. The Department has removed the requirement for an electronic medical record from this RFP and will seek a separate Legislative appropriation for a statewide electronic health record.

ADDENDUM ACKNOWLEDGEMENT FORM
RFP #11-DC-8324
A D D E N D U M #7

Department of Corrections
4070 Esplanade Way
Tallahassee, Florida 32399-2500

SOLICITATION NO.: RFP #11-DC-8324

SOLICITATION TITLE: Comprehensive Healthcare Services in Regions I, II and III

PROPOSAL DUE: January 30, 2012

OPENING DATE: January 31, 2012

ADDENDUM NO.: Seven (7) DATE: January 20, 2012

PLEASE BE ADVISED THAT THE FOLLOWING CHANGES ARE APPLICABLE TO THE ORIGINAL SPECIFICATIONS OF THE ABOVE-REFERENCED RFP:

This addendum includes the following:

1. Revised Pages 162, and 196A, have been replaced with Revised Page 162 (Revision #2), and Revised Page 196A (Revision #2). Revisions are highlighted in pink.
2. Revised Pages 167 (Revision #2), and 196 (Revision #2), have been replaced with Revised Page 167 (Revision #3), and Revised Page 196 (Revision #3). Revisions are highlighted in pink.
3 Revised Response to Follow-Up Question 41a, in response to Addenda #3 & #4. Revisions are highlighted in pink.
4. "Estimated Facility Population on June 30 2012 – Revised" Report
5. Revised Summary Pricing Matrix worksheets (for Attachment 11), with updated Average Daily Population (Worksheets will be uploaded to the Department's website http://www.dc.state.fl.us/business/docs/, no later than Monday, January 23, 2012.

If you have any difficulty in downloading any of the attached documents, please call or e-mail a request for copies to the Procurement Manager.

THIS ADDENDUM NOW BECOMES A PART OF THE ORIGINAL RFP.

THE ADDENDUM ACKNOWLEDGMENT FORM SHALL BE SIGNED BY AN AUTHORIZED COMPANY REPRESENTATIVE, DATED AND RETURNED WITH THE PROPOSAL AS INSTRUCTED IN SECTION 5, PROPOSAL SUBMISSION REQUIREMENTS. FAILURE TO DO SO MAY SUBJECT THE PROPOSER TO DISQUALIFICATION.

Failure to file a protest within the time prescribed in Section 120.57(3), Florida Statutes, or failure to post the bond or other security required by law within the time allowed for filing a bond shall constitute a waiver of proceedings under Chapter 120, Florida Statutes.

PROPOSER: _____ BY: _____

ADDRESS: _____ PHONE: _____

CITY, STATE: _____ DATE: _____

AUTHORIZED SIGNATURE: _____

The Proposer shall submit ~~a~~ completed Price Information Sheets and Pricing Matrix worksheets (ATTACHMENT 11) for the provision of services outlined in this RFP. All prices indicated shall be inclusive of the necessary personnel, labor, equipment, materials, services, insurance and all other things required to provide full service delivery in accordance with the minimum requirements set forth in this RFP.

All price tables shall identify the name of the Proposer and date of submission, and shall bear the signature of a Business/Corporate Representative authorized to bind the Proposer to the prices proposed.

All calculations will be verified for accuracy by Bureau of Procurement and Supply staff assigned by the Department. In the event a mathematical error is identified the Unit Price submitted by the Proposer will prevail.

It is mandatory that the Proposer's Price Proposal, is received by the Department by the date and time specified in Section 4.2., Calendar of Events, and that it is completed as described within this section and any applicable worksheets. The Price Proposal may be submitted within the same box or container that the Project Proposal is submitted in (including all copies) as long as it is in a separately sealed envelope. As previously indicated, no cost information may be reflected in the Project Proposal.

Each Proposer shall submit one (1) separately bound, sealed and signed Cost Proposal, and three (3) copies, containing the proposed pricing methodology listed in Section 2.6 of the RFP using the Price Information Sheets (provided at the end of this document), and the Pricing Matrix worksheets (ATTACHMENT 11) as described below.

5.11.2 Price Information Sheet – Instructions

The Proposer shall complete the Price Information Sheets (#1 and #2) by following the instructions below:

1. Enter a Single Capitation Rate Per-Inmate Per-Day (Unit Price), for comprehensive health services in the appropriate column.
2. Multiply the Single Capitation Rate Per-Inmate Per-Day by 74,333 (Average Daily Population) for a Estimated Total Daily Cost.
3. Multiply the Estimated Total Daily Cost by 365 (number of days in a year) to obtain the Total Annual Cost.
4. Enter the Bond Cost per year in the appropriate column.
5. Add the Total Annual Cost and the Bond Cost per year to obtain the TOTAL PROPOSED ANNUAL COST.

The Single Capitation Rate Per-Inmate, Per-Day shall be obtained from the sum of the totals, by category of service listed in the Summary Pricing Matrix, which is part of ATTACHMENT 11.

The Unit Price submitted will prevail.

5.11.3 Pricing Matrix Worksheets Instructions

The Pricing Matrix (ATTACHMENT 11) should include per diem per-inmate fees for each category of service (medical, mental health, dental and pharmacy, and all related administrative staff, indirect costs and overhead). The Proposer shall utilize the electronic version of the Pricing Matrix worksheets when submitting their proposal.

The Proposer shall complete and submit, as part of its Price Proposal, ~~two separate sets of the~~ a completed Pricing Matrix~~, one for the initial term of the Contract, and one for the renewal period. The two sets shall be identified accordingly~~.

5.11.3.1 Summary Pricing Matrix: This is a multi-tab worksheet that contains the Summary Pricing Matrix (first tab) and detailed pricing matrices by category of service (Administrative, Medical, Mental Health, Pharmacy, Dental, and Key Management Staff~~, and Electronic Health Records~~ tabs). In the Summary tab, all figures will calculate automatically from the detailed pricing matrices. The lower portion of the worksheets offer the Proposer space for comments regarding their assumptions in pricing or other comments that the Proposer wishes to provide.

The price proposals that meet mandatory responsiveness requirements will be reviewed by BPS staff to determine price points. These Price Proposals will be examined to determine if they are consistent with the Project Proposals and that all calculations are accurate. In the event a mathematical error is identified, Unit prices submitted by the Proposer will prevail.

A maximum of four hundred (400) points will be awarded for Price Proposal.

The Price Proposals utilizing the Price Information Sheet with the lowest verified ~~Single Capitation Rate Per-Inmate Per-Day (Unit Price)~~ TOTAL PROPOSED ANNUAL COST will be awarded four hundred (400) points. All other price proposals will receive points according to the following formula:

$$\left(\frac{N}{X}\right)^3 \times 400 = Z$$

Where: N = lowest verified ~~Single Capitation Rate Per-Inmate Per-Day (Unit Price)~~ TOTAL PROPOSED ANNUAL COST of all Price Proposals
X = Proposer's proposed ~~Single Capitation Rate Per-Inmate Per-Day (Unit Price)~~ TOTAL PROPOSED ANNUAL COST
Z = points awarded

NOTE: Price Information Sheet #2, including Pharmaceutical Services, will not be used for scoring or award purposes.

6.2.7 Phase 7 – Ranking of Proposals

The points awarded for Categories 1 through 4 (Business/Corporate Qualifications, Project Staff, Technical Proposal/Service Delivery Narrative, and Price Proposals), will be totaled to determine the final score of all proposals. A final ranking of proposals will then be determined.

6.2.8 Phase 8 – Notice of Agency Decision

~~The Department will post a notice of Agency Decision as described in Section 4.4 of the RFP.~~ Prior to any award being made, the Department must obtain approval of the Legislative Budget Committee, pursuant to specific proviso in the 2011 General Appropriation Act, Chapter 2011-69, Laws of Florida. If the Department does not obtain such approval of the Legislative Budget Commission, there will be no award of a contract under this RFP. Once approval has been obtained, the Department will post a notice of Agency Decision as described in Section 4.4 of the RFP.

The Department has released three separate solicitations for comprehensive healthcare services to be provided by single contractors in Regions I, II, and III, respectively. In the event the Department determines that it is in the best interest of the State to make an award to a single contractor for services in each of the three regions, the Department will make such determination by rejecting all bids related to the multiple-region contract option.

6.3 Incomplete Pricing Sheet

Any Price Information Sheet that is incomplete or in which there are significant inconsistencies or inaccuracies may be rejected by the Department. No deviations, qualifications, or counter offers will be accepted. The Department reserves the right to reject any and all proposals.

6.4 Identical Tie Proposals

When evaluating bids/proposals/responses to solicitations, if the Department receives identical pricing or scoring from multiple vendors, the Department shall determine the order of award using the criteria set forth in Rule 60A-1.011, FA.C., and Chapter 295.187, F.S.

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PRICE INFORMATION SHEET #1
RFP# 11-DC-8324

Pursuant to Senate Bill 2000 (see EXHIBIT X), any intent to award for comprehensive health services is contingent upon a cost savings of at least seven percent less than the Department's Fiscal Year 2009-2010 healthcare expenditures (see EXHIBIT E). For purposes of determining whether a proposal meets the 7% requirement only the cost for the first year of the contract will be provided by the Respondent and considered by the Department. In addition, the Respondent must include all costs to the Department in this price, except the performance bond. The Respondents must separately provide below the cost of the performance bond which will be excluded from the bid price for purposes of determining the 7% savings. However, the total cost, year one price and performance bond cost, will be the basis for awarding points for the price criteria. Price increases or decreases after year one will be determined in accordance with section 5.11.

For the Price Information Sheet, proposers shall provide a single capitation rate per-inmate, per-day (Unit Price). Proposers shall complete the Price Information Sheet as instructed in Section 5.11.

Note: Services shall be provided at the Unit Price proposed times the average monthly number of inmates, based on the Department's Monthly Inmate Average contained in the Average Daily Population (ADP) report.

Comprehensive Healthcare Services
(Not including Pharmacy Services - Including the use of RMC Hospital)

Single Capitation Rate Per-Inmate, Per Day (Unit Price)		Average Daily Population		Estimated Total Daily Cost				Total Annual Cost
$_____	X	74,333	=	$_____	X	365	=	$_____
Bond Cost:								$_____
TOTAL PROPOSED ANNUAL COST (For Award Purposes):								$_____

Comprehensive Healthcare Services
(Not including Pharmacy Services - Not including the use of RMC Hospital)

Single Capitation Rate Per-Inmate, Per Day (Unit Price)		Average Daily Population		Estimated Total Daily Cost				Total Annual Cost
$_____	X	74,333	=	$_____	X	365	=	$_____
Bond Cost:								$_____
TOTAL PROPOSED ANNUAL COST (For Award Purposes):								$_____

All calculations will be verified for accuracy by the Bureau of Procurement and Supply staff assigned by the Department. In the event a mathematical error is identified, the Unit Price submitted by the Proposer will prevail.

PROPOSER: _____ BY: _____

ADDRESS: _____ PHONE: _____

CITY, STATE: _____ DATE: _____

AUTHORIZED SIGNATURE: _____

PRICE INFORMATION SHEET #2
RFP# 11-DC-8324

NOTE: This Price Information Sheet will not be used for scoring or award purposes.

Pursuant to Senate Bill 2000 (see EXHIBIT X), any intent to award for comprehensive health services is contingent upon a cost savings of at least seven percent less than the Department's Fiscal Year 2009-2010 healthcare expenditures (see EXHIBIT E). For purposes of determining whether a proposal meets the 7% requirement only the cost for the first year of the contract will be provided by the Respondent and considered by the Department. In addition, the Respondent must include all costs to the Department in this price, except the performance bond. The Respondents must separately provide below the cost of the performance bond which will be excluded from the bid price for purposes of determining the 7% savings. However, the total cost, year one price and performance bond cost, will be the basis for awarding points for the price criteria. Price increases or decreases after year one will be determined in accordance with section 5.11.

For the Price Information Sheet, proposers shall provide a single capitation rate per-inmate, per-day (Unit Price). Proposers shall complete the Price Information Sheet as instructed in Section 5.11.

Note: Services shall be provided at the Unit Price proposed times the average monthly number of inmates, based on the Department's Monthly Inmate Average contained in the Average Daily Population (ADP) report.

Comprehensive Healthcare Services (*)
(Including Pharmacy Services - Including the use of RMC Hospital)

Single Capitation Rate Per-Inmate, Per Day (Unit Price)		Average Daily Population		Estimated Total Daily Cost				Total Annual Cost
$_____	X	74,333	=	$_____	X	365	=	$_____
Bond Cost:								$_____
						TOTAL PROPOSED ANNUAL COST:		$_____

Comprehensive Healthcare Services (*)
(Including Pharmacy Services - Not including the use of RMC Hospital)

Single Capitation Rate Per-Inmate, Per Day (Unit Price)		Average Daily Population		Estimated Total Daily Cost				Total Annual Cost
$_____	X	74,333	=	$_____	X	365	=	$_____
Bond Cost:								$_____
						TOTAL PROPOSED ANNUAL COST:		$_____

All calculations will be verified for accuracy by the Bureau of Procurement and Supply staff assigned by the Department. In the event a mathematical error is identified, the Unit Price submitted by the Proposer will prevail.

(*)NOTE: This Price Information Sheet will not be used for scoring or award purposes.

PROPOSER: _____ BY: _____

ADDRESS: _____ PHONE: _____

CITY, STATE: _____ DATE: _____

AUTHORIZED SIGNATURE: _____

Responses to Written Inquiries
RFPs #11-DC-8324, #11-DC-8325, #11-DC-8326, #11-DC-8327, & #11-DC-8328
Comprehensive Healthcare Services in Regions I, II, III, and IV

Questions are color-coded as follows:

Q&As highlighted in PINK correspond to any new/revised information provided in Addendum #6.

All written inquiries are reproduced in the same format as submitted by the Contractor, unless otherwise indicated.

Question #41	6. Addendum #3, Revised Pricing Pages, Attachment 11 For staffing purposes should the vendor use the institutional or non-institutional staffing? Does the Department have Mental Health Specialists or Behavioral Specialists, please clarify? Should the Chief Health Officer be included in the staffing?
Answer #41	a. On the staffing master worksheets, all tabs are to be completed. b. The Department uses "Behavioral Specialists", which is the class code for the working title of "Mental Health Specialist". Behavioral Specialists employed by the successful contractor(s) must meet the licensure requirements in accordance with F.S. 491 CLINICAL, COUNSELING, AND PSYCHOTHERAPY SERVICES. c. Yes, the Chief Health Officer should be included in staffing, as appropriate.

Estimated Inmate Population on June 30, 2012
Adjusted for CJEC Projected Decrease
Adjusted for Consolidation of Facilities

	Estimated June 30, 2012 Pop		ORIGINAL RFP TOTALS ADP JUNE 30, 2011		Additional Med 1 Inmates	Additional Med 2 Inmates	Additional Med 3 Inmates	Additional Med 4 Inmates	Additional Psych 1 Inmates	Additional Psych 2 Inmates	Additional Psych 3 Inmates
1 -101-APALACHEE WEST UNIT	1009		881		86	54	6	0	146	0	0
1 -102-APALACHEE EAST UNIT	1122		1096		50	27	18	0	35	10	50
1 -103-JEFFERSON C.I.	0		1117								
1 -104-JACKSON C.I.	1416		1278		71	45	5	0	121	0	0
1 -105-CALHOUN C.I.	1395		1409								
1 -106-CENTURY C.I.	1402		1423								
1 -107-HOLMES C.I.	1288		1110		128	49	27	0	173	31	0
1 -108-WALTON C.I.	1231		1258								
1 -109-GULF C.I.	1537		1554								
1 -110-NWFRC MAIN UNIT.	1300		1383								
1 -111-GADSDEN C.F.	1510		1512								
1 -112-BAY C.F.	978		981								
1 -113-FRANKLIN C.I.	1424		1406								
1 -114-R.JUNCTION WORK CAMP	0		343								
1 -115-OKALOOSA C.I.	920		937								
1 -118-WAKULLA C.I.	1262		1276								
1 -119-SANTA ROSA C.I.	1459		1434								
1 -120-LIBERTY C.I.	1404		1300		84	28	24	0	136	0	0
1 -121-LIBERTY WORK CAMP	281		283								
1 -122-WAKULLA ANNEX	1301		1436								
1 -125-NWFRC ANNEX.	1120		813		125	51	28	2	96	10	100
1 -135-SANTA ROSA ANNEX	1378		1361		32	17	11	0	47	13	0
1 -136-CARYVILLE WORK CAMP	0		121								
1 -139-QUINCY ANNEX	381		409								
1 -150-GULF C.I.- ANNEX	1503		1438		29	16	11	0	44	12	0
1 -159-GRACEVILLE C.F.	1847		1879								
1 -160-GRACEVILLE WORK CAMP	275		281								
1 -161-OKALOOSA WORK CAMP	273		280								
1 -162-HOLMES WORK CAMP	327		324								
1 -163-PANAMA CITY W.R.C.	70		70								
1 -164-PENSACOLA W.R.C.	84		81								
1 -165-CALHOUN WORK CAMP	285		281								
1 -166-JACKSON WORK CAMP	280		280								

Estimated Inmate Population on June 30, 2012
Adjusted for CJEC Projected Decrease
Adjusted for Consolidation of Facilities

	Estimated June 30, 2012 Pop	ORIGINAL RFP TOTALS ADP JUNE 30, 2011	Additional Med 1 Inmates	Additional Med 2 Inmates	Additional Med 3 Inmates	Additional Med 4 Inmates	Additional Psych 1 Inmates	Additional Psych 2 Inmates	Additional Psych 3 Inmates
1 -167-CENTURY WORK CAMP	276	263							
1 -168-TALLAHASSEE W.R.C.	116	117							
1 -170-GULF FORESTRY CAMP	292	288							
1 -171-BAY CITY WORK CAMP	269	280							
1 -172-WALTON WORK CAMP	287	283							
1 -173-WAKULLA WORK CAMP	429	429							
1 -177-BERRYDALE FRSTRY CMP	103	125							
1 -185-BLACKWATER C.F.	1977	1992							
1 -187-SHISA HOUSE WEST	31	31							
1 -196-FRANKLIN COUNTY JAIL	31	32							
1 -197-WASHINGTON CO. JAIL	25	25							
TOTAL REGION I	**33,898**	**34,900**	**605**	**287**	**130**	**2**	**798**	**76**	**150**
TOTAL REGION I LESS PRIVATE PRISONS	**27,586**	**28,536**	**605**	**287**	**130**	**2**	**798**	**76**	**150**
2 -201-COLUMBIA C.I.	1428	1356	76	40	27	1	35	9	100
2 -204-NEW RIVER CI. O-UNIT	0	480							
2 -205-FLORIDA STATE PRISON	1277	1239							
2 -206-FSP WEST UNIT	862	878							
2 -208-R.M.C.- WEST UNIT	777	1098	61	8	5	0	74	0	0
2 -209-R.M.C.- MAIN UNIT	1340	1316							
2 -210-NEW RIVER CI	0	993							
2 -211-CROSS CITY C.I.	982	982							
2 -212-MAYO C.I	1395	1536							
2 -213-UNION C.I.	1932	1929	2	4	4	0	10	0	0
2 -215-HAMILTON C.I.	1254	1233							
2 -216-MADISON C.I.	1254	1206	27	9	8	0	44	0	0
2 -218-TAYLOR C.I.	1430	1283	88	30	26	0	144	0	0
2 -219-LAKE CITY C.F.	879	889							
2 -221-R.M.C WORK CAMP	426	429							
2 -224-TAYLOR ANNEX	1511	1356	88	30	25	0	143	0	0

Estimated Inmate Population on June 30, 2012
Adjusted for CJEC Projected Decrease
Adjusted for Consolidation of Facilities

	Estimated June 30, 2012 Pop	ORIGINAL RFP TOTALS ADP JUNE 30, 2011	Additional Med 1 Inmates	Additional Med 2 Inmates	Additional Med 3 Inmates	Additional Med 4 Inmates	Additional Psych 1 Inmates	Additional Psych 2 Inmates	Additional Psych 3 Inmates
2 -227-TAYLOR WORK CAMP	430	422							
2 -230-SUWANNEE C.I	973	914	28	10	8	0	46	0	0
2 -231-SUWANNEE C.I. ANNEX	1449	1071	170	21	15	0	206	0	0
2 -232-SUWANNEE WORK CAMP	420	425							
2 -240-GAINESVILLE W.C.	269	268							
2 -243-DINSMORE W.R.C.	136	142							
2 -249-LAKE CITY W.R.C.	113	112							
2 -250-HAMILTON ANNEX	1369	1219	88	30	26	0	144	0	0
2 -251-COLUMBIA ANNEX	1421	1012	284	55	55	0	394	0	0
2 -255-LAWTEY C.I.	807	810							
2 -261-BAKER WORK CAMP	284	284							
2 -262-CROSS CITY WORK CAMP	277	275							
2 -263-HAMILTON WORK CAMP	277	285							
2 -264-COLUMBIA WORK CAMP	287	286							
2 -265-MAYO WORK CAMP	324	320							
2 -266-SANTA FE W.R.C.	105	114							
2 -267-BRIDGES OF JACKSONVI	136	134							
2 -277-GAINESVILLE C.I.	0	524							
2 -278-SHISA HOUSE EAST	15	14							
2 -279-BAKER C.I.	1143	1127							
2 -280-LANCASTER W.C.	274	277							
2 -281-LANCASTER C.I.	565	636							
2 -289-MADISON WORK CAMP	294	293							
2 -297-LAFAYETTE COUNTY JAI	6	8							
TOTAL REGION II	28,121	29,175	912	237	199	1	1,240	9	100
TOTAL REGION II LESS PRIVATE PRISONS	27,242	28,286	912	237	199	1	1,240	9	100
3 -214-PUTNAM C.I.	494	468	10	2	0	0	12	0	0
3 -242-DAYTONA W.R.C.	81	82							
3 -282-TOMOKA C.I.	1170	1158	17	2	1	0	20	0	0

Estimated Inmate Population on June 30, 2012
Adjusted for CJEC Projected Decrease
Adjusted for Consolidation of Facilities

	Estimated June 30, 2012 Pop	ORIGINAL RFP TOTALS ADP JUNE 30, 2011	Additional Med 1 Inmates	Additional Med 2 Inmates	Additional Med 3 Inmates	Additional Med 4 Inmates	Additional Psych 1 Inmates	Additional Psych 2 Inmates	Additional Psych 3 Inmates
3 -284-TOMOKA WORK CAMP	274	283							
3 -285-REALITY HOUSE	109	112							
3 -287-LEVY FORESTRY CAMP	0	205							
3 -304-MARION C.I.	1378	1180	213	35	5	0	253	0	0
3 -307-SUMTER C.I.	1720	1367	329	29	0	0	358	0	0
3 -308-SUMTER B.T.U.	65	46							
3 -312-LAKE C.I.	1110	969	77	40	27	1	0	0	145
3 -314-LOWELL C.I.	1240	1220	31	23	0	0	48	6	0
3 -316-LOWELL WORK CAMP	359	289	39	29	0	0	60	8	0
3 -320-CFRC-MAIN	1456	1387							
3 -321-CFRC-EAST	1288	821	358	54	32	0	444	0	0
3 -323-CFRC-SOUTH	86	83							
3 -336-HERNANDO C.I.	397	352							
3 -341-COCOA W.R.C.	77	82							
3 -345-SUNCOAST W.R.C.(FEM)	162	160							
3 -351-BRIDGES OF ORLANDO	140	145							
3 -352-ORLANDO TRANS.CENTER	124	133							
3 -353-TRANS.HOUSE INC.KISS	152	153							
3 -354-LARGO RES.RE-ENTRY C	265	274							
3 -355-REENTRY CTR OF OCALA	98	127							
3 -361-ORLANDO W.R.C.	78	81							
3 -363-BREVARD WORK CAMP	254	278							
3 -364-MARION WORK CAMP	273	274							
3 -365-SUMTER WORK CAMP	289	287							
3 -367-LOWELL ANNEX	1298	1347							
3-368-LOWELL RECEPT CENTER	906		362	393	150	1	412	118	376
3 -374-KISSIMMEE W.R.C.	113	113							
3 -503-AVON PARK C.I.	1055	993	50	7	2	0	59	0	0
3 -504-AVON PARK WORK CAMP	509	510							
3 -529-HILLSBOROUGH C.I.	0	272							
3 -540-BARTOW W.R.C.	76	76							
3 -552-LARGO R.P.	66	65							
3 -554-PINELLAS W.R.C.	45	43							

Estimated Inmate Population on June 30, 2012
Adjusted for CJEC Projected Decrease
Adjusted for Consolidation of Facilities

	Estimated June 30, 2012 Pop	ORIGINAL RFP TOTALS ADP JUNE 30, 2011	Additional Med 1 Inmates	Additional Med 2 Inmates	Additional Med 3 Inmates	Additional Med 4 Inmates	Additional Psych 1 Inmates	Additional Psych 2 Inmates	Additional Psych 3 Inmates
3 -562-POLK WORK CAMP	286	279							
3 -572-TARPON SPRGS W.R.C.	82	80							
3 -573-ZEPHYRHILLS C.I.	652	661							
3 -575-DEMILLY C.I.	0	334							
3 -580-POLK C.I.	1134	1124	52	12	1	0	65	0	0
3 -583-ST. PETE W.R.C.	144	140							
TOTAL REGION III	19,505	18,053	1,538	626	218	2	1,731	132	521
TOTAL REGION III LESS PRIVATE PRISONS	19,505	18,053	1,538	626	218	2	1,731	132	521
4 -401-EVERGLADES C.I.	1705	1569	114	28	0	0	142	0	0
4 -402-S.F.R.C.	805	891							
4 -403-S.F.R.C SOUTH UNIT	496	492	28	18	2	0	48	0	0
4 -404-OKEECHOBEE C.I.	1743	1638	83	21	0	0	104	0	0
4 -405-SOUTH BAY C.F.	1847	1856							
4 -411-POMPANO TRANS.CNTR.	204	210							
4 -412-BRADENTON TRANS.CNTR	118	117							
4 -418-INDIAN RIVER C.I.	0	482							
4 -419-HOMESTEAD C.I.	661	672							
4 -420-MARTIN WORK CAMP	201	199							
4 -426-BIG PINE KEY R.P.	63	62							
4 -430-MARTIN C.I.	1462	1310	117	49	27	1	50	0	144
4 -431-LOXAHATCHEE R.P.	91	88							
4 -444-FORT PIERCE W.R.C.	80	80							
4 -446-HOLLYWOOD W.R.C.	101	117							
4 -452-ATLANTIC W.R.C.	42	43							
4 -457-MIAMI NORTH W.R.C.	165	183							
4 -462-GLADES WORK CAMP	205	280							
4 -463-DADE C.I.	1574	1404	75	40	27	1	0	0	143
4 -464-SAGO PALM RE-ENTRY C	359	368							
4 -467-BRIDGES OF POMPANO	196	192							

Estimated Inmate Population on June 30, 2012
Adjusted for CJEC Projected Decrease
Adjusted for Consolidation of Facilities

	Estimated June 30, 2012 Pop		ORIGINAL RFP TOTALS ADP JUNE 30, 2011		Additional Med 1 Inmates	Additional Med 2 Inmates	Additional Med 3 Inmates	Additional Med 4 Inmates	Additional Psych 1 Inmates	Additional Psych 2 Inmates	Additional Psych 3 Inmates
4 -469-W.PALM BEACH W.R.C.	121		145								
4 -473-OPA LOCKA W.R.C.	144		140								
4 -475-BROWARD C.I.	0		668								
4 -501-HARDEE C.I.	1604		1616								
4 -510-CHARLOTTE C.I.	1298		557								
4 -511-MOORE HAVEN C.F.	979		981								
4 -525-ARCADIA ROAD PRISON	96		96								
4 -544-FT. MYERS WORK CAMP	113		114								
4 -560-DESOTO WORK CAMP	286		287								
4 -561-HENDRY WORK CAMP	0		257								
4 -563-HARDEE WORK CAMP	286		285								
4 -564-DESOTO ANNEX	1505		1508		14	1	1	0	16	0	0
TOTAL REGION IV	18,550		18,907		431	157	57	2	360	-	287
TOTAL REGION IV LESS PRIVATE PRISONS	15,724		16,070		431	157	57	2	360	-	287
TOTAL	100,074		101,035		3,486	1,307	604	7	4,129	217	1,058
TOTAL LESS PRIVATE PRISONS	90,057		90,945		3,486	1,307	604	7	4,129	217	1,058

ADDENDUM ACKNOWLEDGEMENT FORM
RFP #11-DC-8324
A D D E N D U M #8

Department of Corrections
4070 Esplanade Way
Tallahassee, Florida 32399-2500

SOLICITATION NO.: RFP #11-DC-8324

SOLICITATION TITLE: Comprehensive Healthcare Services in Regions I, II and III

PROPOSAL DUE: February 6, 2012

OPENING DATE: February 7, 2012

ADDENDUM NO.: Eight (8) DATE: January 25, 2012

PLEASE BE ADVISED THAT THE FOLLOWING CHANGES ARE APPLICABLE TO THE ORIGINAL SPECIFICATIONS OF THE ABOVE-REFERENCED RFP:

This addendum includes the following:

1. Revised Calendar of Events: Revised Pages 136 and 137 (Revision #2), have been replaced with Revised Pages 136 and 137 (Revision #3). Revisions are highlighted in green.

2. Revised Summary Pricing Matrix worksheets (for Attachment 11): The formula for calculating the "Daily Capitated Per-Offender Fee" has been revised. (Summary Pricing Matrix worksheets will be uploaded to the Department's website http://www.dc.state.fl.us/business/docs/, no later than COB on Thursday, January 26, 2012.

If you have any difficulty in downloading any of the attached documents, please call or e-mail a request for copies to the Procurement Manager.

THIS ADDENDUM NOW BECOMES A PART OF THE ORIGINAL RFP.

THE ADDENDUM ACKNOWLEDGMENT FORM SHALL BE SIGNED BY AN AUTHORIZED COMPANY REPRESENTATIVE, DATED AND RETURNED WITH THE PROPOSAL AS INSTRUCTED IN SECTION 5, PROPOSAL SUBMISSION REQUIREMENTS. FAILURE TO DO SO MAY SUBJECT THE PROPOSER TO DISQUALIFICATION.

Failure to file a protest within the time prescribed in Section 120.57(3), Florida Statutes, or failure to post the bond or other security required by law within the time allowed for filing a bond shall constitute a waiver of proceedings under Chapter 120, Florida Statutes.

PROPOSER: _____ BY: _____

ADDRESS: _____ PHONE: _____

CITY, STATE: _____ DATE: _____

AUTHORIZED SIGNATURE: _____

SECTION 4 – PROCUREMENT RULES AND INFORMATION

4.1. Procurement Manager

Questions related to the procurement should be addressed to:

Ana Ploch, Procurement Manager
Florida Department of Corrections
Bureau of Procurement & Supply
4070 Esplanade Way
Tallahassee, FL 32311
Telephone: (850) 717-3680
Fax: (850) 488-7189
E-mail: ploch.ana@mail.dc.state.fl.us

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

Questions will only be accepted if submitted in writing and received on or before the date and time specified in the Calendar of Events (Section 4.2). Responses will be posted on the Vendor Bid System (VBS) by the date referenced in the Calendar of Events (Section 4.2).

Any person requiring special accommodation in responding to this solicitation because of a disability should call the Bureau of Procurement and Supply at 850-717-3700 at least five (5) days prior to any pre-solicitation conference, solicitation opening or meeting. If you are hearing or speech impaired, please contact the Bureau of Procurement and Supply by using the Florida Relay Service, which can be reached at 1-800-955-8771 (TDD).

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

4.2. Calendar of Events

Listed below are the important actions and dates/times by which the actions shall be taken or completed. If the Department finds it necessary to change any of these dates/times, it will be accomplished by an addendum. All listed times are local Eastern Standard Time in Tallahassee, Florida.

	DATE	TIME	ACTION
4.2.1	September 14, 2011		Release of RFP to public, posted on VBS
4.2.2	September 19, 2011		Last day for Notice of Intent to Propose received by the Department, and for submitting information for background screening (names and identifying information for site visits)
4.2.3	September 26 – October 5, 2011		Site Visits
4.2.4	October 12, 2011	5:00 p.m.	Last day for Written Inquiries received by the Department
4.2.5	November 18, 2011		Anticipated date that Answers to Written Inquiries to the RFP will be posted on VBS.
4.2.6	February 6, 2012	5:00 p.m.	Proposals Due

	DATE	TIME	ACTION
4.2.7	February 7, 2012	2:00 p.m.	Project Proposal Opening - Including Review of Mandatory Responsiveness Requirements (Fatal Criteria)
4.2.8	February 29, 2012	2:00 p.m.	Anticipated date of Price Proposal Opening
4.2.9	March 6-9, 2012		Anticipated date for Legislative Budget Committee Review
4.2.10	March 13, 2012		Anticipated Posting of Agency Decision
4.2.11	April 1, 2012		Anticipated Contract Start Date – Allows for an implementation planning period prior to the beginning of services. Implementation of services shall begin on April 1, 2012 and must be completed for all locations and regions between April 1, 2012 and June 30, 2012

4.3. Procurement Rules

4.3.1 Submission of Proposals

Each proposal shall be prepared simply and economically, providing a straightforward, concise delineation of the Proposer's capabilities to satisfy the requirements of this RFP. Elaborate bindings, colored displays, and promotional material are not desired. Emphasis in each proposal shall be on completeness and clarity of content. In order to expedite the evaluation of proposals, it is essential that Proposers follow the format and instructions contained in the Proposal Submission Requirements (Section 5) with particular emphasis on the Mandatory Responsiveness Requirements.

Proposals are due at the time and date specified in the Calendar of Events (Section 4.2) at the Department of Corrections, Bureau of Procurement and Supply, and shall be submitted to the attention of the Procurement Manager listed in Section 4.1. Proposals shall be delivered via express mail, or hand-delivery, to the address listed in Section 4.1. Proposals received late (after proposal due date and time) will not be considered, and no modification by the Proposer, of submitted proposals, will be allowed, unless the Department has made a request for additional information. No Department staff will be held responsible for the inadvertent opening of a proposal not properly sealed, addressed or identified.

NOTE: Proposers should keep in mind that the PROPOSALS DUE date and the PROJECT PROPOSAL OPENING date are not the same.

4.3.2 Proposal Opening

Proposals will be publicly opened at the time and date specified in the Calendar of Events (Section 4.2). The opening of proposals will take place at the Department of Corrections, Bureau of Procurement and Supply, 4070 Esplanade Way, 2nd floor, Tallahassee, Florida. The name of all Proposers submitting proposals shall be made available to interested parties upon written request to the Procurement Manager listed in Section 4.1.

4.3.3 Costs of Preparing Proposal

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

4.3.4 Disposal of Proposals

All proposals become the property of the State of Florida and will be a matter of public record subject to the provisions of Chapter 119, Florida Statutes. Selection or rejection of the proposal will not affect this right.

FLORIDA DEPARTMENT OF CORRECTIONS

REQUEST FOR PROPOSAL

CONTRACTUAL SERVICES

Page 1 of 195 pages

AGENCY MAILING DATE: September 14, 2011

SUBMIT PROPOSALS TO:

Ana G. Ploch, Procurement Manager
Department of Corrections
Bureau of Procurement and Supply
4070 Esplanade Way
Tallahassee, FL 32311
Telephone: (850) 717-3680
Fax: (850) 488-7189

SOLICITATION TITLE: Comprehensive Healthcare Services in Region IV

SOLICITATION NO: 11-DC-8328

PROPOSALS WILL BE OPENED: November 8, 2011 @ 2:00 p.m. E.S.T.

and may not be withdrawn within 365 days after such date and time.

PROPOSER NAME:	
PROPOSER MAILING ADDRESS:	
CITY – STATE – ZIP:	
PHONE NUMBER:	
FREE NUMBER:	
FAX NUMBER:	
EMAIL ADDRESS:	
FEID NO.:	

*AUTHORIZED SIGNATURE (MANUAL)

*AUTHORIZED SIGNATURE (TYPED), TITLE

* This individual must have the authority to bind the proposer.

I certify that this Proposal is made without prior understanding, agreement, or connection with any corporation, firm, or person submitting a proposal for the same services (including equipment and supplies)t, and is in all respects fair and without collusion or fraud. I agree to abide by all conditions of this RFP and certify that I am authorized to sign this Proposal Submittal for the Proposer/Contractor and that the Proposal is in compliance with all requirements of the Request for Proposal, including but not limited to, certification requirements and mandatory attestations. In submitting a Proposal to an agency for the State of Florida, the Proposer offers and agrees that if the Proposal is accepted, the Proposer will convey, sell, assign or transfer to the State of Florida all rights, title and interest in and to all causes of action it may now or hereafter acquire under the Anti-trust laws of the United States and the State of Florida for price fixing relating to the particular services purchased or acquired by the State of Florida. At the State's discretion, such assignment shall be made and become effective at the time the Department tenders final payment to the Proposer/Contractor.

NO BID SUBMITTED: Please provide reason for "No Bid" in this Space

PROPOSER CONTACTS: Please provide the name, title, address, telephone number and e-mail address of the official contact and an alternate, if available. These individuals shall be available to be contacted by telephone regarding the solicitation.

PRIMARY CONTACT:		SECONDARY CONTACT:	
NAME, TITLE:		NAME, TITLE:	
ADDRESS:		ADDRESS:	
PHONE NUMBER:		PHONE NUMBER:	
FAX NUMBER:		FAX NUMBER:	
EMAIL ADDRESS:		EMAIL ADDRESS:	

The State of Florida's general contract conditions, Form PUR 1000 (10/06), and the General Instructions to Proposers, Form PUR 1001 (10/06), as required by Rule 60A, F.A.C. are each hereby incorporated by reference. These conditions, forms and instructions are available on the internet at http://dms.myflorida.com/purchasing. Any terms and conditions set forth within this document shall supersede any and all conflicting terms and conditions set forth within Form PUR 1000 and Form PUR 1001.

State of Florida

Department of Corrections

REQUEST FOR PROPOSAL (RFP)

FOR

COMPREHENSIVE HEALTHCARE SERVICES IN REGION IV

RFP #11-DC-8328

DMS CLASS & GROUP
916-130, 916-280, 916-493, 920-500, 974-150, 974-480, 974-490, 974-500, 974-510, and 974-520

RELEASED ON
September 14, 2011

BY THE
DEPARTMENT OF CORRECTIONS
BUREAU OF PROCUREMENT AND SUPPLY
501 SOUTH CALHOUN STREET
TALLAHASSEE, FLORIDA 32399-2500
TELEPHONE (850) 717-3700
FAX (850) 488-7189

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SECTION 1 – DEFINITIONS

The following terms used in this Request for Proposal ("RFP"), unless the context otherwise clearly requires a different construction and interpretation, have the following meanings:

1.1 Access: As used in this Request for Proposal, is the establishing of a means by which healthcare services are made available to inmates. Access will be provided on-site or off-site 24 hours a day, 7 days a week.

1.2 Average Daily Population: The 'average daily population' is calculated by adding all the daily prison populations in a given month and then dividing that monthly total by the number of days in a given month.

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

1.4 Breach of Contract: The condition of the relationship between the Department and the Contractor which exists when the Contractor fails to perform under the terms and conditions of the Contract which may result from this RFP.

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

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

1.7 Community Healthcare Provider: Healthcare services required under this RFP that are provided off-site by healthcare providers in the community.

1.8 Comprehensive Healthcare Services: As used herein, Comprehensive Healthcare Services refers to all medical, dental and mental health services, including program support services as outlined in this RFP. Comprehensive Healthcare Services include the provision of medically necessary and appropriate healthcare treatment to meet the minimum constitutionally adequate level of care established by federal law. This includes healthcare treatment both on-site and off-site.

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

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

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

1.12 Contract: The agreement resulting from this RFP between the Successful Proposer and the Department.

1.13 Contractor: The organizational entity serving as the primary Contractor with whom a contract will be executed. The term Contractor shall include all employees, subcontractors, if applicable, agents, volunteers, and anyone acting on behalf of, in the interest of, or for, the Contractor.

1.14 Corrective Action Plan (CAP): A Contractor's comprehensive written response to any deficiencies discovered in the course of contract monitoring, and plan for remediation of those deficiencies.

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

1.16 Crisis Stabilization Unit (CSU): Refers to a unit that provides a level of care that is less restrictive and intensive than care provided in a corrections mental health treatment facility that includes a broad range of evaluation and treatment services provided within a highly structured residential setting.

1.17 Day: Calendar day, unless otherwise stated.

1.18 Department: The State of Florida, Department of Corrections, referred to in this RFP document as "the Department" or "DC."

1.19 Desirable Conditions: The use of the words "should" or "may" in this RFP indicate desirable attributes or conditions, but are permissive in nature. Deviation from, or omission of, such a desirable feature, will not in itself cause rejection of a Proposal.

1.20 Duration of Contract: The original five (5) year term with annual reviews, and the additional five (5) year renewal period, if renewal option is exercised by the Department.

1.21 General Population: As used in this RFP, refers to the population of inmates who are allowed normal movement within an institution.

1.22 HIPAA: Refers to the Administrative Simplification provisions of the Health Insurance Portability and Accountability Act of 1996 (HIPAA, Title II) requiring the Department of Health and Human Services (HHS) to establish national standards for electronic health care transactions and national identifiers for providers, health plans, and employers. It also addresses the security and privacy of health data. The Contractor shall comply with HIPAA, 1996 (42 U.S.C. 1320d-1329d-8), and all applicable regulations promulgated thereunder.

1.23 HITECH Act: Refers to the Health Information Technology for Economic and Clinical Health Act, enacted as part of the American Recovery and Reinvestment Act of 2009. HITECH generally establishes new requirements for notification of protected health information breaches, makes business associates directly liable for compliance with HIPAA security and privacy requirements, modifies disclosure accounting rules and enhances the civil and criminal enforcement of HIPAA. See 42 U.S.C. §§ 17921 and 17931, et seq. The Contractor shall comply with HITECH and all applicable regulations promulgated thereunder.

1.24 Inmates: All persons, male and female, residing in institutions, or admitted or committed to the care and custody of the Department. This term encompasses all persons residing in any current or new facility, including but not limited to, correctional institutions, annexes, work camps, road prisons and forestry camps.

1.25 Institutions: As used in this RFP, refers to all Department's correctional institutions, road prisons, work/forestry camps, treatment centers, work release centers, re-entry institutions, and other satellite facilities.

1.26 Isolation Management Room (IMR): A cell in an infirmary mental health care unit, transitional care unit, crisis stabilization unit, or a corrections mental health treatment facility that has been certified as being suitable for housing those with acute mental impairment or those who are at risk for self-injury.

1.27 Joint Venture: A business agreement, documented in writing, between two or more parties, to perform services or provide goods in response to this RFP, in which all parties to the agreement share in the profits, losses, and

responsibilities under the Contract with the Department of Corrections, provided that all parties in the joint venture are jointly and severally liable for the performance requirements of the Contract, including but not limited to all claims, damages and other liabilities that the joint venture as a whole, is responsible.

1.28 Mandatory Responsiveness Requirements/Fatal Criteria: Terms, conditions or requirements that shall be met by the Proposer to be responsive to this RFP. These responsiveness requirements are mandatory. Failure to meet these responsiveness requirements will cause rejection of a proposal. Any proposal rejected for failure to meet mandatory responsiveness requirements will not be further evaluated.

1.29 Material Deviations: The Department has established certain requirements with respect to proposals to be submitted by vendors. The use of *shall*, *must* or *will* (except to indicate simple futurity) in this RFP indicates a requirement or condition which may not be waived by the Department except where any deviation therefrom is not material. A deviation is material if, in the Department's sole discretion, the deficient proposal is not in substantial accord with this RFP's requirements, provides an advantage to one proposer over other proposers, or has a potentially significant effect on the quantity or quality of items or services proposed, or on the cost to the Department. Material deviations cannot be waived and shall be the basis for rejection of a proposal.

1.30 Medically Necessary: Health care services that a Healthcare Provider, exercising prudent clinical judgment, would provide to a patient for the purpose of evaluating, diagnosing or treating an illness, injury, disease, and which is:

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

1.31 Medical Grade: An overall functional capacity designation as provided in Health Services Bulletin/Technical Instruction 15.03.13.

1.32 Mental Disorder: An impairment of the emotional processes, of the ability to exercise conscious control of one's actions, or of the ability to perceive or understand reality that substantially interferes with a person's ability to meet the ordinary demands of the incarceration environment, regardless of etiology, except that for the purposes of transfer of an inmate to a corrections mental health treatment facility, the term does not include retardation or developmental disability as those terms are defined in Chapter 393, F.S., simple intoxication, or conditions manifested only by antisocial behavior or drug addiction. An individual who is mentally retarded or developmentally disabled, however, may also have a mental disorder.

1.33 Mental Health Grade: An overall functional capacity designation as provided in Health Services Bulletin/Technical Instruction 15.03.13.

1.34 Mental Health Care: Observation, mental health assessment, psychological evaluation, or mental health services that are delivered in in-patient or out-patient settings by mental health staff.

1.35 Minimum Constitutionally Adequate Level of Healthcare: As used in this RFP, means timely access to and provision of appropriate healthcare that is reasonably and legally sufficient to address the inmate's health complaint.

1.36 Minor Irregularity: A variation from the RFP terms and conditions which does not affect the price proposed or give the proposer an advantage or benefit not enjoyed by the other proposers or does not adversely impact the interests of the Department.

1.37 National Commission on Correctional Health Care (NCCHC): An independent, not-for-profit organization that establishes national standards for correctional health and mental health care services and offers accreditation for correctional facilities that meet these standards. The standards address health care services and support, inmate

care and treatment, health promotion and disease prevention, special patient needs and services, health records, medical-legal issues, governance and administration, environmental health and safety and personnel training.

1.38 Responsible Vendor: A vendor who has the capability in all respects to fully perform the contract requirements and the integrity and reliability that will assure good faith performance.

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

1.40 Self-harm Observation Status (SHOS): (Formerly referred to as Suicide Observation Status-SOS) Refers to a clinical status ordered by a qualified health care clinician that provides for safe housing and close monitoring of inmates who are determined to be suicidal or at risk for serious self-injurious behavior, by mental health staff, or in the absence of mental health staff, by medical staff.

1.41 SOAP: As used in this RFP, "SOAP" is an acronym for "Subjective, Objective, Assessment, Plan (medical documentation format)".

1.42 SOAPE: As used in this RFP, "SOAPE" is an acronym for "Subjective, Objective, Assessment, Plan, Evaluation (guide to pre-hospital patient care report writing)".

1.43 Special Housing: As used in this RFP, special housing refers to administrative confinement, disciplinary confinement, protective management, maximum management, and close management. Special Housing is provided within an Isolation Management Room (IMR), Crisis Stabilization Unit (CSU), Transitional Care Unit (TCU), or Corrections Mental Health Treatment Facility (CMHTF).

1.44 Subcontract: An agreement entered into by the Contractor and approved by the Department with any other person or organization that agrees to perform any performance obligation for the Contractor specifically related to securing or fulfilling the Contractor's obligations to the Department of Corrections under the terms of the Contract resulting from this RFP.

1.45 Successful Proposer/Contractor: The entity that will be performing as the contractor under any contract resulting from this RFP.

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

1.47 Vendor, Offeror, Proposer or Contractor: A legally qualified corporation, partnership or other entity submitting a proposal to the Department pursuant to this RFP that will be performing as the Contractor under any resultant contract.

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SECTION 2 – INTRODUCTION

2.1 Background

The State of Florida has a current total inmate population of approximately one hundred and two thousand (102,000) to date. The number of inmates in prison has risen over 20% in the last 5 years. Inmates are housed in both privately-operated and state-operated facilities throughout the State which includes approximately sixty (60) major correctional institutions and approximately seventy-five (75) other facilities, such as road prisons, various work/forestry camps, treatment centers, work release centers, and re-entry institutions. At present, facilities operated by the Florida Department of Corrections (hereinafter referred to as "Department" or "DC" as opposed to the seven private Florida prisons operated by the Department of Management Services) are grouped into two (2) regions (Northern and Southern), with the Northern Region encompassing the Panhandle (Region I) and North Florida (Region II); and the Southern Region encompassing Central (Region III) and South Florida (Region IV). The Department operates the Reception and Medical Center (RMC) in Lake Butler, Florida which includes a licensed one hundred and twenty (120) bed hospital.

Pursuant to Chapter 945, Florida Statutes, the Department is responsible for the supervisory and protective care, custody, and control of all inmates. In carrying out this statutory responsibility, the Department provides availability of and access to comprehensive healthcare services. Currently, the Department delivers medical, dental, mental health and pharmaceutical services through a combination of state employees and contracted vendors. Primary health care is provided on-site by Department employees and resources. Contracted vendors provide a variety of contracted goods and services including: pharmaceuticals, hospital services, contract staffing, independent physician services, laboratory/pathology services, dialysis, radiology, ambulatory surgery, ambulance/private transport, and medical and office supplies

Further information specific to the immediate past provision of comprehensive healthcare services by the Department can be found in Section 2.7, Exhibits & Resources CD.

2.2 Overview of Services Sought

On May 26, 2011, the Governor of the State of Florida signed into law Senate Bill 2000 (the "Bill"), which requires the Department to issue a request for proposals or multiple requests for proposal, for the management and operation of certain correctional facilities and assigned correctional units in the South Florida area. The proviso language includes the following conditions:

> From the funds in Specific Appropriations 570 through 759, the Department of Corrections shall issue a request for proposal, or multiple requests for proposal, as defined in section 287.057(1)(b), Florida Statutes for the management and operation of the correctional facilities and assigned correctional units, including annexes, work camps, road prisons and work release centers currently operated by the Department of Corrections in Manatee, Hardee, Indian River, Okeechobee, Highlands, St. Lucie, DeSoto, Sarasota, Charlotte, Glades, Martin, Palm Beach, Hendry, Lee, Collier, Broward, Miami-Dade and Monroe counties, excluding Glades Correctional Institution and Hendry Correctional Institution. The request for proposal shall provide for a contract commencement date of no later than January 1, 2012.
>
> The Department must submit to the Legislative Budget Commission a cost-benefit analysis which delineates the department's current costs of providing the services and the savings that would be generated by the transition plan yielding a minimum annual savings of 7 percent. Upon approval by the commission, the Department may award the contract.

Health Services is a major component of the operation of correctional facilities. The Department did not include Health Services in RFP #11-DC-8296 for Management and Operation of South Florida Correctional Institutions and Assigned Satellite Facilities. This solicitation provides for comprehensive healthcare services for the South Florida correctional institutions and assigned correctional units.

Current Department of Corrections' employees who are affected by the health services privatization initiatives shall be given first preference for continued employment by the contractors. The Department shall make reasonable efforts to find a suitable job placement for employees who wish to remain state employees.

The complete Senate Bill 2000 proviso language for health services privatization is included in EXHIBIT X.

The Department is seeking proposals for comprehensive health services, which include, but is not limited to, health services (including medical, dental, nursing services; routine urgent and emergent care; inpatient and outpatient services; specialty services; emergency medical transport; etc.); utilization management, behavioral health; nutrition services, quality management/quality assurance, telehealth/telepsychiatry, health information systems, pharmaceutical services, electronic health record, related supportive services, administrative oversight and support. However, the Department intends to retain pharmaceutical services pending the outcome of the Department of Management Services (DMS) solicitation for pharmaceuticals, and the resulting state term contract. At that time, the Department will conduct a cost/benefit analysis to determine whether to continue providing pharmaceutical services, or add these services to the Contract.

The Department requires proposals that demonstrate a thorough understanding of the scope of work and what is required by the contractor to satisfactorily provide services described in the RFP. To this end, the Proposer must submit a Proposal that will be used to create a consistent, coherent management plan of action that will be used to guide the outsourcing of health services. The Plan should include detail sufficient to give the Department an understanding of the Proposer's knowledge and approach. Specifically, the Proposer must fully describe its approach, methods, and specific work steps for doing the work and producing the deliverables. The Proposer must also provide a complete and detailed description of the services to be provided.

To be more accountable to the taxpayers of Florida, the Department is looking to the private sector with its flexibility, purchasing power, business acumen and innovation to apply managed care principles in the delivery of comprehensive health care services to all Department's institutions in Region IV. To this end, the Department is interested in a single Contractor for the provision and operation of comprehensive health care services to all Departments' facilities in the areas designated as Region IV in EXHIBIT A. The Department is committed to ensuring the availability of adequate healthcare services within recognized professional standards to all inmates. In addition, services shall be provided to inmates housed in road prisons, work/forestry camps, work release centers, treatment centers, and re-entry centers associated with these institutions.

Based on the unique operational needs of the correctional system and on available funding, in any contract resulting from this RFP, the Department reserves the right to require the Contractor to add or delete institutions and satellite facilities, in addition to those originally included under this RFP, and to adjust the number of inmates served at any contracted site. Therefore, the Contractor should be prepared in advance to make any necessary changes as required.

The Contractor must have all required services and staffing in place at the start of the contract, or as of a date agreed upon within the contract, and submit a plan of operation and implementation with a projected time line with the response to this RFP.

The Contractor is to establish a program for the provision of staffing and operation of health, mental/behavioral health, dental, healthcare network and utilization management, pharmacy, electronic health record, and any claims management services for all institutions. The program is to meet constitutional and community standards, the standards of the American Correctional Association (ACA) and/or National Commission on Correctional Health Care (NCCHC), Florida Statutes, Florida Administrative Code, court orders, applicable policies, procedures, and directives regarding the provision of health services in the Department. Department policy, procedure, or directive language will take precedence over the Contractor's policies and procedures in the event of any conflict between the two.

In some parts of this RFP, the Contractor is referred to as a single entity, and in others as multiple; the request should be interpreted as being offered in such a way that a Contractor must bid on comprehensive healthcare services, as defined on Section 1, Definitions.

The Contractor must understand that the institutions are first charged with the responsibility for maintaining custody and security for inmates. Therefore, the Department retains authority to assign inmates to the most appropriate institution. The Contractor shall not dispute or refuse acceptance of any inmate assignment based on any medical, dental and/or mental health condition (s).

Proposers shall ensure that any person performing work under the Contract(s) agrees to adhere to all Department procedures, policies, and codes of conduct, including procedures concerning fraternization and contact with inmates. The Proposer shall ensure compliance with all applicable statutes, promulgated rules, court orders, and administrative directives pertaining to the delivery of health care services. The Proposer shall employ health care professionals whose licenses or certifications are clear, active and unrestricted.

For additional general description of services, see Section 3, Scope of Services Sought.

2.3 Statement of Purpose

For administrative purposes throughout this document, the Department is referring to a vendor, offeror or proposer as "Contractor" and any contract to be issued as a result of this RFP as "the Contract" or "this Contract". This does not mean or imply that any person or firm submitting a response to the RFP as a vendor, offeror or proposer will ultimately be awarded a contract or otherwise become a Contractor as that term is commonly understood. By utilizing the term "Contractor" and "this Contract" or "the Contract" throughout this RFP, the Department will be able to more quickly and efficiently transfer terms and conditions from this RFP document into a Contract document.

All services to be performed by, or under the direction of the Contractor under any resultant contract shall meet or exceed the minimum requirements outlined in this RFP. Under no circumstances shall service delivery meeting less than the minimum service requirements be permitted without the prior written approval of the Department. Otherwise, it shall be considered that services proposed will be performed in strict compliance with the requirements and rules, regulations and governance contained in this RFP and proposers shall be held responsible therefore.

The Department is requesting proposals from qualified vendors who have at least five (5) years of business/corporate experience with appropriately experienced management and at least three (3) years of business/corporate experience, within the last five (5) years, in the provision of comprehensive healthcare services to an aggregate patient population of a minimum of 15,000 inmate patients at any one time in prison, jail or other comparable managed healthcare settings. The Department understands that, due to the size and complexity of the inmate healthcare program, the service solution may require partnerships, joint ventures, and/or subcontracting between two or more companies, and therefore will consider the combined experience and qualifications of any such partnerships meeting these requirements. To ensure the bidding entity is qualified to serve inmate populations in prison settings, the vendor(s), whether responding independently, as a partnership, as a joint venture, or with a response that proposes utilization of subcontractor(s), must collectively have at least five (5) total years of business/corporate experience with appropriately experienced management and at least three (3) total years of business/corporate experience within the last five (5) years, providing comprehensive healthcare with sufficient levels of service in all areas (dental, mental health and physical healthcare) comparable to the service levels sought via this RFP to an inmate population of at least 15,000 inmates.

Throughout the term of the resultant contract, it will be the policy of the Department to maintain the institutional capacities and functional grades shown in EXHIBIT A at or near the maximum level at each institution. Note: The actual population at each institution may not currently be at maximum capacity; however, the proposer shall be prepared to deliver healthcare services up to and including the identified maximum capacity level during the term of the resultant contract.

Comprehensive healthcare services shall be made available to inmates according to the program definitions and specifications outlined in this RFP and any applicable exhibits. Access to and provision of comprehensive healthcare services will be in accordance with minimum constitutionally adequate levels of healthcare and in compliance with Department Policies and Procedures, court orders, Health Services' Bulletins (HSB's), Technical Instructions (TI's), Department Healthcare Standards, and Department Memoranda regardless of place of assignment or disciplinary status.

In addition, subsequent to establishing a contract resulting from this RFP, if the Department determines that additional services within the scope of the service, additional minimum specifications, modifications, or deletions are needed, and it is in the Department's best interest to change the scope of service with regards to the specified service delivery, then the Department reserves the right to amend the Contract with any Contractor receiving an award. Only changes within the general scope of service are allowed under Chapter 287, Florida Statutes. No additional compensation shall be granted to the Contractor unless the conditions under Chapter 287, Florida Statutes has been satisfactorily met and/or allowed. Successful Contractors should be prepared in advance to make required changes.

In the event any contract resulting from this RFP is terminated early by either party, the Department reserves the right to procure services from the next highest ranking responsive and responsible Proposer.

2.4 Start-up and Service Implementation

The Contractor must have the capability to implement service delivery as described herein on a date agreed upon between the Contractor and the Department; however, implementation shall be completed between the dates of April 1, 2012, and June 30, 2012. The Department reserves the right to revise the Calendar of Events and/or cancel this RFP as it deems necessary, in the best interest of the State of Florida.

To be included in the RFP, the Contractor shall develop a comprehensive transition plan on start dates for health services delivery at each institution. The schedule shall include a transition plan for each institution and each area of health services delivery within the Department, and must be agreed to in writing by the Department's Contract Manager.

2.5 Term of Contract

It is anticipated that the initial term of any Contract(s) resulting from this RFP shall be for a five (5) year period, with annual reviews, to be scheduled at the Department's discretion. At its sole discretion, the Department may renew the Contract for an additional five (5) year period. The renewal shall be contingent, at a minimum, on satisfactory performance of the Contract by the Contractor as determined by the Department and subject to the availability of funds. If the Department desires to renew the Contract resulting from this RFP, it will provide written notice to the Contractor no later than ninety (90) days prior to the Contract expiration date.

2.6 Pricing Methodology

The Department is seeking pricing that will provide the best value to the State; therefore, interested vendors must submit a Price Proposal utilizing the Price Information Sheet provided at the end of this document. Proposers are encouraged to submit an Price Proposal in such a manner as to offer the most cost effective and innovative solution for services and resources the Proposer can offer, as cost efficiency for the State will be a consideration in determining whether a contract will be awarded based on responses to the RFP and the selection of a service provider. Proposers shall provide the Price Proposal according to the instructions provided in Section 5.11, Price Proposal.

The Contract resulting from this RFP will be a full risk Contract without any caps or aggregate levels after which costs are shared. The successful Contractor will be responsible for all costs associated with the provision of comprehensive healthcare services, including costs for pharmaceuticals (if the Contractor is awarded the Pharmaceutical Services component), with the exception of including HIV/STD care and pharmaceuticals provided by the County Health Departments at selected institutions, through the Department's 340b Agreement with the Florida Department of Health (See EXHIBIT O). The Department reserves the right to add/delete sites, as well as other medical and or mental health services and related drugs that are covered under the 340b drug pricing program. The Contractor may be required to certify receipt or non-receipt of medications ordered for treatment purposes.

In addition, the Department reserves the right to access any programs under the new Federal Healthcare Reform Act, Federal State Local Grants, and Partnership opportunities, or any state initiatives, that result in savings on

healthcare costs. Changes will be made by formal contract amendment, as indicated in Section 7.6, Contract Modifications.

Proposers shall provide a single capitation rate, (per-inmate, per-day) for the delivery of comprehensive healthcare services in Region IV. The contract payment(s) will be based on the average monthly number of incarcerated inmates as reported in the Department's official Monthly Average Daily Population (ADP) report. If the Contractor is not awarded the Pharmaceutical Services component, the Departments' cost of all non-formulary pharmaceuticals and emergency pharmaceuticals filled at local pharmacies will be adjusted from the monthly payment.

The cost of the Health Services Contract Monitors will be a deduction from the monthly management payment to the Contractor. The actual cost for such deductions will be based upon the appropriated rate, salary and expense dollars for the function.

The Proposer shall provide a pricing breakdown for health services cost per discipline and area of service, annual/per-diem, for the following categories:

- Medical
- Dental
- Mental Health
- Pharmacy
- Administrative
- EHR
- Tele-health
- Off site Services(Hospital, Convalescent/Skilled Nursing Home care, Dialysis, Specialty Consults and Care)
- Other Staffing/personnel (Contractor's non-salaried employees)

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

Medical Services
- Primary and specialty care
- All other therapeutic and diagnostic ancillary services
- All emergency room, outpatient and inpatient hospital care
- All medical on or off-site specialty referrals
- Physical and occupational therapy
- All health related and assistive devices unless covered by vocational rehabilitation
- Hearing screening and diagnostic services necessary to identify and treat serious hearing impairment
- All optometry and podiatry services
- Ambulance and other medically related transportation

Mental/Behavioral Health Services
- All psychiatric, psychological and counseling services
- All mental health outpatient and inpatient care
- All mental health on or off-site specialty referrals
- Therapeutic and diagnostic ancillary services as listed under "Medical Services" when these are ordered as part of the mental health delivery process
- Psychological testing, evaluations and reports
- All psychological assessment instruments, scoring and interpretation reports

Dental Services
- All onsite dental care
- All on and off-site specialty care

- All on and off-site oral surgery
- All dental supplies
- All dental equipment repair and/or purchases
- All dental laboratory costs
- All oral pathology costs
- Ability to provide digital radiography within one year of execution of the contract
- All X-ray machine registration and inspection fees

Pharmacy Services
- All prescription medications (except for medications provided through the Federal 340b Drug Discount Program)
- Over-the-counter medications
- Acquire and maintain all pharmacy licenses
- Monthly consultant pharmacist inspections

Electronic Health Record
- Development and implementation services
- Hardware and software required
- Ongoing maintenance and updates
- Training of vendor and the Department's staff

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

Other Costs across Service Categories

All direct and indirect costs associated with the delivery of health care services will be incurred by the vendor to include, but not limited to:
- All costs for medical/surgical and office supplies
- All costs for on-site medical and office equipment that are needed in addition to existing equipment
- Other costs not specifically identified but commonly associated with delivery of necessary health services
- Vendor required computer installations, software, etc.
- The Contractor shall not dispute or refuse acceptance of any inmate assignment based on any medical and/or mental health condition(s). Furthermore, no additional compensation shall be granted to the Contractor unless the conditions under Chapter 287, Florida Statutes has been satisfactorily met and/or allowed.

2.7 Exhibits & Resources CD

The Department is providing the following Exhibits and Resources via CD ROM for informational purposes to assist vendors in preparing proposals. Many exhibits contain multiple files. In addition, some exhibits contain information on correctional institutions that are not covered by this RFP. The proposer may disregard any information that does not pertain to correctional institutions located in the region(s) covered by this RFP (reference Section 2.2). All possible efforts have been made to ensure the information contained in the exhibits is accurate, complete, and current; however, the Department does not warrant the information contained in any of the exhibits referenced below is indeed accurate, complete, or current.

It is the sole responsibility of the Proposer to review the information available within this document and the exhibits for the purpose of proposal submission. The Department will not entertain any protest based on the Proposer's lack of review of the documents provided and/or referenced.

Some of the Department's procedures included in the CD are identified as "Restricted." Restricted Department procedures will be made available to Proposers for the development of proposals. To obtain a copy of the Exhibits & Resources CD, Proposers shall print and provide a signed copy of ATTACHMENT 10, Nondisclosure Agreement for Restricted Information, to the Procurement Manager; email is acceptable, with hard copy to follow. Proposers must provide their Express Mail (i.e., Federal Express) account number in their email, when submitting the Nondisclosure Agreement. Once the signed agreement is received by the Procurement Manager, the Department will provide the Exhibits CD to the Proposer, via overnight mail.

If you have trouble accessing any of the documents, contact the Procurement Manager, Ana Ploch, at (850) 717-3680, or via e-mail ploch.ana@mail.dc.state.fl.us.

Exhibits:

- EXHIBIT A – Institutional Profiles, to include: inmate population; types of facilities, including reception centers, main medical units, annexes, work camps, work release centers; male vs. female vs. youthful inmate; medical and mental health grades; number of elderly inmates, pregnant inmates; etc.
- EXHIBIT B – Business Case Analysis
- EXHIBIT C – Policies, Procedures, Rules, Bulletins and Manuals
    a. Health Services Bulletins-Policies
    b. Health Services Forms
    c. Health Services Manuals
    d. Health Services Procedures
    e. Rules

a. EXHIBIT D – Specialty Facilities
    a. Secure Hospital Units (Memorial Hospital Jacksonville and Kendall Regional Medical Center)
    b. RMC (to include Hospital, J-Dorm, Dialysis building, Radiation/Oncology, etc.)
    c. Elderly/impaired/complex medical infirmaries - Zephyrhills J-Dorm (elderly and impaired); CFRC South Unit (elderly/impaired/palliative care); SFRC F-Dorm (elderly/impaired/palliative care); Lowell complex medical needs dorm; River Junction work camp for elderly inmate who are able to work and are minimum/medium custody
    d. Correctional Mental Health Treatment Facility (Lake)
    e. Death Row (Florida State Prison, Union)
    f. CSU and TCU Institutions (Santa Rosa, RMC, Suwannee, Union, Lake, Zephyrhills, Broward, Charlotte, Dade, SFRC)

b. EXHIBIT E – Health services cost data
    a. Management reports (line item expenditures, with backup for each line item)
    b. Per diem reports
    c. Detail on inpatient and outpatient hospital services
    d. RMC fee schedule for private correctional facilities
    e. Detail on pharmacy expenditures – by drug category, repackaging costs, 340b savings, MMCAP prices, etc.
    f. Salary reports by institution (FTE, OPS & contracted staff)

c. EXHIBIT F – Workload Data
    a. Dental Encounter Data
    b. Medical Encounter Data
    c. Mental Health Encounter Data

d. EXHIBIT G – Utilization Management
    a. Approvals and Denials
    b. Average Length of Stay ALOS
    c. Data
    d. Data – Historical
    e. Hospital Census
    f. Private Facility Procedures
    g. Referrals
    h. Specially Care - Institutions

    i. UM process
e. EXHIBIT H – Pharmacy Data
    a. Archive
    b. Drug Utilization Fiscal Year
    c. Filled Script Summary Fiscal Year
    d. Formulary
    e. Top 200 Medications Dispensed
f. EXHIBIT I – Dental Productivity Reports
g. EXHIBIT J – Laboratory Utilization
h. EXHIBIT K – Current Positions
i. EXHIBIT L – Inventory of Medical Equipment
j. EXHIBIT N – X-Ray Data
k. EXHIBIT O – Current Health Services Contracting services
l. EXHIBIT P – List of State Term Contracts
m. EXHIBIT Q – Private Prison Contracts
n. EXHIBIT R – Quality Management Reports – non-identifying information on QM activities, to include: issues identified through institutional and regional QM reviews; mortalities, grievances, infection control, special clinical studies, etc.
o. EXHIBIT S – ACA & NCCHC Links
p. EXHIBIT T – AHCA Licensure Schedule – RMC
q. EXHIBIT U – Training Requirements
r. EXHIBIT V – Union Agreements with Florida Nurses Association and AFSCME
s. EXHIBIT W – Accredited Internship Program
t. EXHIBIT X – Senate Bill 2000

The Exhibits & Resources CD also contains ATTACHMENT 11, Pricing Matrix worksheets, which Proposers must complete as part of their Price Proposal, see Section 5.11.

NOTE: Exhibits are provided for estimating purposes only.

Florida Statutes and Florida Administrative Code rules are available through the Internet and will not be provided through the Department's internet link.

ALL POSSIBLE EFFORTS HAVE BEEN MADE TO ENSURE THE INFORMATION IN THE EXHIBITS & RESOURCES CD IS ACCURATE, COMPLETE AND CURRENT. HOWEVER, THE DEPARTMENT DOES NOT WARRANT THE INFORMATION IS, INDEED ACCURATE, COMPLETE, OR CURRENT. FURTHER, THE EXHIBITS & RESOURCES CD MAY NOT CONTAIN ALL RULES, REGULATIONS OR DIRECTIVES REQUIRED TO BE COMPLIED WITHIN THE DELIVERY OF SERVICES UNDER ANY CONTRACT RESULTING FROM THIS RFP. STRICT COMPLIANCE WITH ALL APPLICABLE FEDERAL AND FLORIDA STATUTES, RULES, COURT ORDERS, DIRECTIVES, AND PROCEDURES MENTIONED ELSEWHERE IN THIS RFP BUT NOT INCLUDED IN THE EXHIBITS & RESOURCES CD WILL BE EXPECTED.

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SECTION 3 – SCOPE OF SERVICES SOUGHT

This section contains the Scope of Services that will be required in any Contract that may be executed as a result of this RFP. By submitting a proposal, each proposer specifically acknowledges and agrees that in addition to all requirements noted elsewhere in this RFP, all requirements referencing "Contractor" contained within the Scope of Services below will be applicable to the proposer should he/she be deemed the successful proposer as defined in Section 1.43.

Inmate healthcare services are a constitutional right; consequently, the state is responsible for providing inmates with a constitutional standard of care when they are admitted to the Department's prisons, in accordance with Sections 945.025(2), and 945.6034, Florida Statutes. The Department's Health Care Delivery System is managed by the Department's Office of Health Service (OHS) and provides comprehensive medical, dental, mental health, and pharmaceutical services, including, but not limited to, health education, preventative care, and chronic illness clinics, and re-entry/discharge planning. The current scope of health services ranges from emergency care to inpatient hospitalization, to specialty care, as required. All major correctional institutions provide basic infirmary services (nursing care), including the monitoring of long-term patients who although are not acutely ill, cannot live among the general population.

3.1 General Description of Services

The Florida Department of Corrections seeks to continue to deliver adequate health care to our correctional population in a cost effective manner. In addition, the intent of the Department is to have all health services personnel provided by a successful proposer or proposers. The Department is currently responsible for the provision of health care services to include medical, dental, mental health, and related support services for inmates committed to custody. The provision of services is primarily provided on-site at state operated correctional institutions. Specialized support services are provided through agreements with providers such as hospitals, clinics, medical specialists, laboratories and other specialty service providers.

The objective of this Request for Proposal (RFP) is to solicit information from qualified Proposers who can manage and operate a comprehensive health care services program for the Department in a cost-effective manner by delivering adequate health care services that meets constitutional and community standards. Under this proposal, the Contractor would assume total responsible for any and all liability for healthcare service delivered to the inmates under the care and supervision of the Department.

<u>The Contractor shall provide services in accordance with the American Correctional Association (ACA) Performance Based Standards, Expected Practices and Outcome Measures and/or National Commission on Correctional Health Care (NCCHC) and prevailing professional practices. The performance of the Contractor's personnel and administration must meet or exceed standards established by ACA and/or NCCHC as they currently exist and/or may be amended. The contractor shall identify the clinical criteria utilized to determine necessity for health care and treatment that at a minimum meet National Clinical Practice Guidelines (i.e. internally developed or other national criteria).</u>

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

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

The proposers shall review all existing policies and procedures. In an effort to obtain the most efficient health care delivery system, the Department will consider changes to policies, procedures and forms that are not specifically mandated by law. Upon award of the contract, the Contractor may propose revisions that will enable them to deliver care more effectively, while continuing to meet statutory requirements. The Department's Office of Health Services

retains final decision-making authority. The contractor shall comply with all established health care policies and procedures as agreed upon prior to the contract and/or as may be amended.

3.2 Overview of Services

This section describes the scope of work to be provided pursuant to this RFP.

It is the intent of the Department to acquire a complete and operational health services program for the population we serve. Any incidental health, nursing, mental health, pharmacy, ancillary services and/or dental items omitted from these specifications may be provided as a part of the Proposer's price in order to deliver a quality, working, comprehensive health services program that is in compliance with the specifications of this RFP. The Proposer's health services program, training curriculum, staff and supplies must be fully identified, described, and documented as required by the sections of this RFP. All staff, supplies and other required components of this RFP will be included in the not to exceed firm, fixed, total price.

The Contractor must maintain an open, collaborative relationship with the Department's Central Office Administration, Office of Health Services, Central Office designated health services staff, Regional Directors, Wardens, and institutional staff.

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

3.3 Health Care Services

Whenever possible, services will be provided on-site.

3.3.1 Reception and Health Screenings

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

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

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

- Past history of serious infectious or communicable illness, and any treatment or symptoms (e.g., chronic cough, hemoptysis, lethargy, weakness, weight loss, loss of appetite, fever, night sweats that are suggestive of illness), and medications
- Current illness and health problems, include communicable diseases
- Dental problems
- Use of alcohol or drugs, including type(s) of drugs used, mode of use, amounts used, frequency used, date or last time of use, and history of any problems that may have occurred after ceasing use.
- Possibility of pregnancy, and history of problems (female only) of an inmate's physical, mental and dental health conditions screenings, tests, (including TB Screening and testing), immunization history and labs, and other diagnostics, which shall be performed on all inmates upon their arrival, transfer and/or release, in accordance with Department procedure.

Documentation of observation of the following:

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

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

Documentation of medical disposition of the inmate:

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

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

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

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

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

3.3.2 Service Lists Upon Transfer between Institutions

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

3.3.3 Infirmary Care

The Department operates institutional infirmaries. The infirmaries shall be under the supervision of a registered nurse twenty-four (24) hours a day. These units are not hospital units and cannot substitute for hospitals, but will meet ACA and/or NCCHC standards. The Contractor is expected to manage these units and ensure that infirmary care is available for all inmates. The Contractor is responsible for maintaining all infirmary equipment that will ensure the healthcare delivery to the inmates. The Contractor will work with the Department to arrange transfers among the secure care institutions when that will improve inpatient unit utilization. In general, infirmaries shall provide convalescent care, skilled nursing care, pre- and post-surgical management, and limited acute care. When existing infirmaries cannot provide necessary care (whether because of program characteristics, bed availability, or other reason) but outpatient care is not appropriate, the Contractor shall comply with established policy.

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

- A physician is on call or available 24 hours a day, with a telephone response time of 15 minutes or less.
- Admission and discharge shall be upon the order of a physician, dentist, nurse practitioner, or physician assistant.
- Clinicians will make daily rounds in the infirmary on all inmates requiring overnight stays (patients who require more intensive care than can be provided by the existing coverage must be hospitalized and not maintained in infirmaries).
- When inpatient services are provided, the infirmary will be staffed twenty-four (24) hours per day by health care personnel.
- The infirmary shall maintain a current policy and procedures manual and clinical protocols approved by the Department's Office of Health Services for use in the institutions.
- All patients will be within sight or sound of staff at all times.
- The infirmary space and equipment shall be adequate and appropriately cleaned and maintained for the intended purposes. The Contractor must maintain a preventive maintenance program.
- Each admitted patient shall have:
    - A separate and complete inpatient record with chief complaint, history of present illness, past history and review of systems (physical examination that includes a review of systems, vital signs, initial impression, medical care plan, nursing assessments and clinician progress notes, discharge summary, new orders, problem list, and treatment plan.
    - An initial nursing assessment is completed within 2 hours of admission.
    - A mental health or medical health nursing assessment is completed each shift unless otherwise ordered by the clinician.
    - Staff shall make rounds at least every 2 hours for all inmate patients in the infirmary.
    - An initial admission note by the nurse reflecting a summary of the patient's status.
    - An initial admission note by the admitting practitioner reflecting the purpose for admission and anticipated treatment process, generally completed within 24 hours of admission.
    - An admission history and physical examination, problem list and treatment plan prepared by the responsible practitioner specifically for the inpatient stay initiated within one business day of the admission.
    - When mental health concerns are the primary focus of health care needs, mental health staff will perform daily (Monday – Friday, excluding holidays) treatment.
    - Diagnostic studies appropriate to the patients needs.
    - Progress notes from physician, nursing, and other staff reflecting ongoing care and progress.
    - Discharge planning initiated as soon as possible after admission.
    - Discharge summaries including general patient education and care provided, completed within 48 hours of discharge.

3.3.4 Health Appraisals and Assessments

The Contractor's clinician shall:

- complete a health appraisal within 72 hours after the inmate's arrival at reception;
- review the initial intake screening;
- complete a history and physical examination which must include:
    - Collection of data to complete medical, dental, immunization, and appropriate psychiatric histories
    - Record of height, weight, pulse, blood pressure (BP), and temperature
    - Vision and hearing screening
    - Complete medical examination with evaluation of basic mental health status and dental health status, referral if needed, and /or treatment when indicated.
    - History of alcohol and /or substance abuse.

- test for communicable diseases, including appropriate laboratory and diagnostic tests (STD's and TB skin testing as appropriate); the Contractor's physician must test for HIV (HIV testing is offered at reception and upon transfer, but is optional until the required pre-release test);
- initiate and prescribe treatment, therapy, and/or referrals when appropriate;
- perform other tests and examinations as required and indicated, including physicals for work release inmates and food handlers when necessary, and
- Mental health status and history.

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

A review of the initial health appraisal process shall be required each month from each institution through one or more of the following processes: Contractor's reports to the Department, the Department's Contract Monitoring staff review, and/or EHR data collection. The Department shall have final authority over calculation methods and determination of the number of non-compliant receiving and transfer screenings requiring payment of liquidated damages.

- The findings of the preliminary screening and evaluation will be documented in the inmates' health records. Additionally, transferred inmates initial screening forms will be reviewed and verified for their accuracy by qualified health care staff.
- Health care professionals shall refer inmates exhibiting signs of acute mental illness, psychological distress, or danger of harm to self or others to the qualified mental health professional staff member for further evaluation.
- The preliminary health evaluation will include a review of the respective transferee's medical record from the transferring reception center, including:
    - Inquiry into:
        - Current illness
        - Communicable diseases
        - Alcohol and chemical abuse history
        - Medications currently being taken and special health care requirements
        - Dental health status
        - Chronic health problems
        - Immunizations
        - Dietary requirements
        - Suicide risk
    - Observation of:
        - Loss of consciousness
        - Mental status (including suicidal ideation)
        - Odd conduct, tremors, or sweating
        - Condition of skin and body orifices including signs of trauma, bruises, lesion, jaundice, rashes, infestations, and needle marks or other indications of drug abuse.
- Explanation of procedures necessary for inmates to access medical, mental health and dental services.
- Inmates will be classified into one of the following categories:
    - Immediate emergency treatment needed
    - Assignment to infirmary
    - Referral to an appropriate health service
    - Assignment to the general population

3.3.5 Daily Processing of Inmate Sick Call Request

The Department utilizes a written "Inmate Sick Call Request Form" to permit inmates to request health care services. These forms are collected and reviewed daily by nursing staff. Most Inmate Sick Call request forms require a face-to-face meeting with health services staff, which must occur within one working day.

After this review, inmates are "triaged" to various health care professionals and/or provided with a written response appropriate to the described need and the existing health record information.

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

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

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

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

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

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

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

3.3.6 Chronic Care Management

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

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

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

3.3.7 Medication Administration

The Contractor is responsible for prescribing and administering medications in accordance with ordered or recommended dosage schedules, to document such provision, and to ensure that all dispensed medications are properly stored and all related duties are performed by properly licensed personnel. The Contractor

shall manage the dispensed and stock supply medications to be in compliance with all applicable state and federal regulations regarding prescribing, dispensing, distributing, and administering pharmaceuticals.

NOTE: Should the Contractor be responsible for pharmaceutical services, the Contractor shall also be responsible for the procurement of medications.

3.3.8 EKG Services

EKG services must be available at the institutions at all times. The Proposer shall include in its Proposal a description of the methods through which EKG services will be provided to each Department institution.

EKG services will have the following characteristics:

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

3.3.9 Laboratory Services

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

3.3.10 Optometry and Ophthalmology Services

Optometry and ophthalmology services should be provided on-site wherever possible. Any exception to these requirements must be approved in advance by the Department. All optometric and optical services, including the cost of lenses, frames, and cases, will be the responsibility of the Contractor. The Proposal should describe how it will make optometry services available at each institution. All optometry services are the proposer's responsibility.

3.3.11 X-Ray Services

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

3.3.12 Radiotherapy Services

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

3.3.13 Inpatient Hospital Services

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

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

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

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

The Department is considering a mission change at Reception and Medical Center Hospital in Lake Butler; therefore, the Contractor shall submit two options for hospital services: one plan that may include the use of RMC Hospital and other community hospitals for hospital services; and a second plan that includes the use of community hospitals only.

3.3.14 Specialty Care

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

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

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

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

- Oral surgery
- OB/GYN Services
- Gastroenterology
- Surgical services
- Orthopedic services
- Physiotherapy services
- ENT
- Podiatry
- Dermatology
- Urology
- Neurology
- Internal medicine
- Audiology

- Neurosurgery/Neurology
- Oncology
- Nephrology
- Endocrinology
- Infectious disease treatment
- Ophthalmology
- Respiratory therapy
- Cardiology
- Physical therapy
- Orthotics

3.3.15 Emergency Medical Services

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

3.3.16 Ambulance services

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

3.3.17 Dialysis Services

The contractor shall identify and provide all on-site and off-site peritoneal and/or hemodialysis services, supplies, equipment, and other related expenses. The contractor shall demonstrate in the proposal the ability to provide for onsite dialysis services. The contractor shall provide a Board Certified Nephrologist to supervise all dialysis services. The Contractor is responsible for developing a renal dialysis Quality Improvement and Infection Control Program to include accountability of sharps and waste. As part of the proposal, the contractor shall provide an outline of their proposed dialysis program.

3.3.18 Specialty Care for Impaired, Pregnant and/or Elderly Inmates

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

3.3.19 Off-Site Transportation

To keep security staff overtime to a minimum for health care related transports, the Contractor is required to establish off-site services as conveniently located to the institutions as possible. Some off-site specialty visits are unavoidable and not controllable by the Contractor. Except for radiotherapy services, the Contractor shall be required to pay the sum of $250.00 per inmate per trip over 45 miles on the officer's mileage log for every trip made. Mileage shall be calculated door-to-door from institution to the appointment site and back to the institution, taking the most direct route.

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

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

Contract employees shall not provide personal transportation services to inmates.

3.3.20 Infection Control Program

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

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

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

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

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

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

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

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

3.3.22 Sexual Assault

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

3.3.23 Utilization Management (UM) Services

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

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

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

3.3.24 Nursing Services

Nurses must perform the following functions:

- Respond to inmate patients medical needs
- Practice within scope of educational preparation and licensure
- Restore and maintain the health of inmates with compassion, concern, and professionalism
- Collaborate with other healthcare team members, correctional staff, and community colleagues to meet the needs of the inmates, which include physical, psychosocial and spiritual aspects of care
- Provide education for disease prevention and health promotion
- Maintain responsibility for monitoring and evaluating nursing practice for continuous quality improvement
- Deliver care to all inmates with compassion, empathy, commitment, competency, dedication, and a positive attitude
- Negotiate, problem solve, listen and communicate effectively
- Good assessment, organizational, critical decision making and thinking skills
- Conduct an appropriate and timely assessment

- Collect comprehensive data pertinent to the inmate's health and condition or situation
- Analyze the assessment data to determine the diagnoses or issues or need for referral to appropriate discipline
- Identify expected outcomes for a plan individualized to the inmate or situation
- Develop a plan that prescribes strategies and alternatives to attain expected outcome
- Implements identified plan
- Coordinates care delivery
- Employs strategies to promote health and a safe environment
- Evaluates progress towards attainment of outcomes
- Enhances the quality and effectiveness of nursing practice
- Attains knowledge and competency that reflects current nursing practice
- Integrates ethical provisions in all areas of practice
- Considers factors related to safety, effectiveness, cost, benefits, and impact on practice in the planning and delivery of nursing services.
- Render or secure appropriate healthcare services
- Timely, accurate and complete documentation record(s)
- Comply with Department Policy Procedure, Health Services Bulletins, Court Orders, Technical Instructions, Manuals, Federal and State Law, ACA and/or NCCHC Standards

3.4 Dental Services

3.4.1 General Overview

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

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

3.4.1.1 The Contractor shall be responsible for all on-site and/or off-site dental treatments and all other needed dental specialty care. All dental supplies, dental laboratory fees and all dental equipment repairs, to include equipment replacements, shall be the responsibility of the Contractor.

3.4.1.2 Dental sick call shall be performed daily Monday through Friday when a dentist is present. For emergencies, dental sick call shall be performed on Saturdays, Sundays, and Holidays by the medical staff on duty. Inmates must be able to sign-up for sick call seven (7) days a week and the sick call sign-up form shall be triaged daily by healthcare staff.

3.4.1.3 Inmates experiencing dental care emergencies may request and shall receive emergency care at any time, if indicated, twenty-four (24) hours a day seven (7) days a week.

3.4.1.4 Designated institutional dental healthcare staff will be responsible for coordination with the institutional Health Services Administrator for purposes of coordination and provision of institutional healthcare. The institutional Health Services Administrator will be responsible to the institution's Warden for coordinating and ensuring the provision of all institutional health care. Questions or issues arising during the course of daily activities that cannot be resolved at the institution will be referred to the Contract Manager and/or designee.

In addition, the Contractor shall be responsible for all prescriptions required in the course of delivery of dental care. The cost of all pharmaceuticals will be the responsibility of the Contractor, unless the Pharmaceutical Services component is not awarded to the Contractor. Medications will be administered by the Contractor at the dental clinic or a prescription will be written for administration of the medication by health care staff.

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

3.4.2 Dental Examinations/Assessments

3.4.2.1 Every inmate shall receive an intake dental examination at a reception center by a dentist. The intake dental examination shall take place no later than seven (7) days after reception. Each examination of this type shall include, at a minimum, a visual clinical exam of the head, neck, intraoral areas for any pathology and charting consisting of: missing teeth, restorations present, fixed or removable prosthetics, gingival conditions, deposits, masticating efficiency, treatment indicated (provisional treatment plan), dental grade, and emergency dental needs.

3.4.2.2 Each inmate shall receive, within seven (7) days of arrival at an institution, an orientation to dental services, which includes information on available hours of service and how to access dental care 3.4.2.3 at the institution. The Dental Treatment Record shall be reviewed for emergency/urgent dental needs or follow-up care. If an inmate's dental record has not been received within seven (7) days or the inmate has not had a dental examination in accordance with established policy, one is to be completed within seven (7) days and a replacement dental record generated where indicated.

3.4.2.3 Each inmate shall receive a periodic dental examination in accordance with established policy. Each periodic examination shall consist of a clinical examination of the head, neck and intra-oral areas, evaluation of urgent dental needs.

3.4.2.4 A dental examination/assessment shall be performed by a dentist on confined individuals, when determined necessary.

3.4.2.5 Before commencing with routine dental treatment, a diagnosis and treatment plan shall be derived from the following: a clinical examination, pathology examination, full mouth radiographs, Periodontal Screening and Recording, plaque evaluation as appropriate, charting, and health history.

3.4.2.6 The topical application of fluoride may be included in the dental treatment plan as deemed necessary by the treating dentist. The topical application of fluoride shall be included as part of the dental treatment plan for all youthful inmates.

3.4.3 Priorities for Dental Treatment

3.4.3.1 Emergency Dental Treatment: Emergency dental treatment will be available on a twenty four (24) hour basis through the on-duty dental staff during working hours. In the event a dentist is

not available at a facility to treat a dental emergency, the emergency will be referred to the medical department in accordance with nationally accepted dental emergency protocols and dental emergency policies which must provide back-up dental coverage. There is to be no waiting list for dental emergencies. Dental emergencies generally include fractured jaw, excessive bleeding or hemorrhage, acute abscess, and/or other acute conditions.

3.4.3.2 Urgent Non-emergency Dental Treatment: All Department of Corrections' dental clinics shall hold daily sick call (five (5) days a week Monday through Friday or when the dentist is present) to provide dental access to those inmate patients who cannot wait for a routine appointment and yet do not meet the criteria for emergency care. Inmates signing up for dental sick call must be evaluated, triaged and/or treated a within 72 hours.

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

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

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

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

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

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

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

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

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

3.4.4 Levels of Dental Care

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

3.4.4.1 Level I

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

1. An intake dental examination performed by a dentist and development of a provisional treatment plan.

2. Necessary extractions as determined by the intake dental examination; and

3. Emergency dental treatment including treatment of soft tissue pathology.

3.4.4.2 Level II

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

1. All Level I care;

2. Caries control (reversible pulpitis) with temporary restorations;

3. Gross cavitron debridement of symptomatic areas with emphasis on oral hygiene practices; and

4. Complete and partial denture repairs provided the inmate has sufficient Department-incarceration time remaining on his/her sentence to complete the repair. In cases of medical necessity, a complete denture(s) shall be fabricated if the inmate has at least four (4) months of continuous Department-incarceration time remaining on his/her sentence.

3.4.4.3 Level III

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

1. All Level I and Level II care;

2. Complete dental examination with full mouth radiographs, Periodontal Screening and Recording (PSR) and development of a dental treatment plan.

3. Prophylaxis with definitive debridement. Periodontal examination as indicated by the PSR, oral hygiene instructions with emphasis on preventive dentistry;

4. Complete denture(s) provided the inmate has at least four (4) months of continuous Department-incarceration time remaining on his/her sentence;

5. After the inmate has received a complete prophylaxis with definitive debridement, he/she is eligible for restorative, amalgams, resins, glass ionomers, chairside post and cores;

6. Removable Prosthetics

    a. Acrylic partial dentures provided the inmate has at least four (4) months of continuous Department-incarceration time remaining on his/her sentence; and
    b. Relines and rebases (provided the inmate has enough continuous Department-incarceration time remaining to complete the procedure).

7. Anterior Endodontics (Canine - Canine), provided the tooth in question has adequate periodontal support and has a good prognosis of restorability and long-term retention;

8. Posterior Endodontics, which may be performed at either the local facility or by referral to an endodontist. The tooth should be crucial to arch integrity (no missing teeth in the quadrant or necessary as a partial denture abutment), have adequate periodontal support, and have a good prognosis of restorability and long-term retention; and

9. Basic non-surgical periodontal therapy, as necessary.

3.4.4.4 Level IV (Advanced Dental Services)

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

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

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

3.4.5 Dental Hygiene and Preventive Dentistry

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

3.4.5.1 Prevention training with oral hygiene instructions shall be given to each inmate as part of his/her orientation to the institution. This training is to include instructions in proper usage of the three (3) essential oral hygiene aids (toothbrush, toothpaste, and some type of floss). This training shall be coordinated with the institutional orientation and may be accomplished either through a direct presentation or any other method approved by the Department.

3.4.5.2 Personal preventive training with oral hygiene instructions shall be included as part of an inmate's dental treatment plan. Oral hygiene instructions shall be reinforced throughout the dental treatment plan.

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

3.4.6 Dentures/Prosthetics

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

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

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

3.4.7 Dental Radiology

3.4.7.1 Dental radiographs are to be exposed in accordance with established policy. A full mouth series of radiographs are required to develop a dental treatment plan. A treatment plan series of radiographs and/or panorex are acceptable for a maximum five-year period of time. Bitewing radiographs are acceptable for a maximum two-year period of time. Dental radiographs are to be mounted dot out.

3.4.7.2 Appropriate dental radiology operating and safety procedures must be utilized, including but not limited to:

1. Use of a lead apron for all intraoral radiographs.

2. All x-ray machine operators must be certified or undergoing radiology training in accordance with Department of Health (DOH) guidelines.

3.4.7.3 Radiographs exposed for endodontic therapy (minimum of pre- and post-treatment) shall be mounted in sequence using the same mount.

3.4.7.4 The Contractor shall be responsible for all dental-specific hazardous waste disposal from radiological developers and lead foil backings from dental x-rays. Hazardous waste disposal by anyone other than the contractor shall be coordinated with the Warden at the respective institution.

3.4.7.5 The Contractor may supply dosimeter for dental staff at the Contractor's expense.

3.4.7.6 The Contractor will be responsible for having all dental x-ray machines inspected by the Department of Health (DOH), and for all costs associated with the inspection. The Contractor will ensure all x-ray machines are registered through the Department of Health (DOH) and a registration certificate is posted near each dental x-ray machine.

3.4.8 Dental Laboratory Services

For dental laboratory services provided under the Contract resulting from this RFP, the Contractor may use the PRIDE Dental Lab or may utilize a dental lab of their choice. (See EXHIBIT I – PRIDE Dental Costs)

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

PRIDE Dental Laboratory
Union Correctional Institution
7819 Northwest 228th Street
Raiford, Florida 32026

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

3.4.8.2 The Contractor should call the PRIDE Dental Laboratory Supervisor if there is a question as to whether or not the laboratory can perform the required procedure.

3.4.8.3 The Contractor shall be responsible for all costs related to shipping items to and from the dental laboratory. All dental prosthetic cases must be disinfected prior to shipping and marked "Sensitive Item".

3.4.8.4 PRIDE Dental Laboratory may also provide limited fixed prosthetic services.

3.5 Mental Health/Behavioral Health

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

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

After reviewing the existing mental health care delivery process, the Contractor should identify the services that the Contractor proposes for each institution, including the planned staffing pattern. If changes are contemplated, the Contractor should highlight such changes and describe the reasoning behind them.

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

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

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

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

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

A description of the inmate health classification system and levels of care is in HSB 15.03.13, included as part of EXHIBIT C.

3.5.1 Intake Mental Health Screening at Reception Centers

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

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

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

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

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

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

3.5.2 Inmate Orientation to Mental Health Services

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

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

3.5.3 Health Record Review and Assessment for Continuing Care at Permanent Institutions

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

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

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

Case Manager Assignment and Screening for S-2 and S-3 Inmates: All newly arriving S-2 and S-3 inmates shall have a case manager assigned (with documentation in the health record).
Record Review for S-2 and S-3 Inmates: Mental health sections of records for newly arriving S-2 and S-3 inmates, whether received from a reception center or transferred from another institution, will be reviewed within eight (8) days of arrival by mental health service providers.

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

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

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

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

3.5.4 Consent to Mental Health Evaluation and Treatment

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

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

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

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

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

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

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

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

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

3.5.5 Refusal of Mental Health Services

All inmates presenting for mental health services will be informed of their right to refuse such services, unless services are to be delivered pursuant to a court order. When an inmate refuses mental health care services, such refusal will be documented in the inmate health record. Refusals of mental health evaluation/treatment will be documented on Form DC4-711A *Refusal of Healthcare Services Affidavit*. If the inmate refuses to sign Form DC4-711A, the form will be completed and signed by the provider and another staff member who witnessed the refusal.

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

3.5.6 Confidentiality

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

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

3.5.7 Individualized Service Plan

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

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

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

3.5.8 Confinement Assessment

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

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

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

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

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

3.5.9 Psychotropic Medication Management

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

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

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

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

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

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

3.5.10 Crisis Intervention and Suicide Prevention

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

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

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

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

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

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

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

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

3.5.11 Restraint Usage

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

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

When psychiatric restraints or seclusion are ordered, there shall be documentation that less restrictive alternatives were considered and the clinical rationale for the use of restraints shall be recorded in the

inpatient record. Physician's orders shall document the maximum duration of the order for restraint, the clinical rationale for restraint, and the behavioral criteria for release from restraints.

3.5.12 Aftercare Planning for Mentally Retarded and Mentally Disordered Inmates

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

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

3.5.13 Psychological Evaluations and Referrals

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

3.5.14 Clinical Review and Supervision

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

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

3.5.15 Psychology Doctoral Internship Program

The Department has a Doctoral Psychology Internship program that is accredited by the American Psychological Association (APA) and is a member of the Association of Psychology Postdoctoral and Internship Centers (APPIC). The internship mission is to provide training that will produce postdoctoral/entry level psychologists who have the requisite knowledge and skills for successful entry into the practice of professional psychology in general clinical or correctional settings and eventually become licensed psychologists. The internship is organized around a Practitioner-Scholar Model where scientific training is integrated into the practice training component. The internship consists of 2,000 hours over a one year period and begins July 1st and ends on June 30th of the succeeding year. The Florida Department of Corrections funds four (4) interns per year. Interns work at several facilities during the year and are supervised by at least three different Florida licensed psychologists. For more information on the APA Internship program see EXHIBIT W.

The successful Contractor shall fund and incorporate the internship training director and the interns into the mental health service delivery system in order to satisfy the internship requirements.

3.5.16 Child and Adolescent Psychologist

The Contractor will ensure a Florida Licensed Psychologist with formal training and credentials in child and adolescent psychologist is assigned on a full time basis to one institution designated by the Department to house youthful offenders.

3.6 Nutrition and Health Diets

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

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

3.7 Pharmaceutical Services

Pharmaceutical Services are excluded from For purposes of this solicitation. , Proposers shall provide two pricing packages, one of which will include the requirements outlined in this section and one that excludes Pharmaceutical Services.

3.7.1 General Pharmaceutical Services

The contractor shall provide and be financially responsible for comprehensive pharmacy services including the provision of pharmaceuticals.

Provision of all pharmacy, prescription records, inmate prescriptions and non-prescription medications shall be the responsibility of the Contractor. All pharmacy services shall be in accordance with all applicable federal and state laws, rules, and regulations, Department of Corrections' rules and procedures, and Health Services Bulletins/Technical Instructions applicable to the delivery of pharmacy services in a correctional setting. All pharmaceutical services must be at the direction of a licensed Florida pharmacist.

3.7.1.1 The contractor shall maintain in the contractor's or subcontractor's name, at each institution, and facilities with stock legend medications, a Florida Department of Health, Board of Pharmacy Permit, i.e. Community Permit, Institutional Class II Permit, Modified II-B Institutional Permit, etc. The original of all required pharmacy-related state and federal licenses, permits, and registrations shall be posted at the facility. Such documentation shall include, but not be limited to, the following:

- 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
- Florida Department of Health, Board of Pharmacy Permit for the community permitted pharmacy Florida Department of Health, Board of Pharmacy, Institutional Class II and/or Modified II-B Institutional Permit
- United States Department of Justice Drug Enforcement Administration registration for the Community Pharmacy Permit
- 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.
- Consultant Pharmacist of Record for Institutional Class II and Modified II-B Institutional Permits
- Pharmacy Manager as designated to the Florida Board of Pharmacy
- Appropriate Wholesale distribution permit.
- The contractor shall comply with all Pedigree requirements such as mandated by Florida Statutes.

3.7.1.2 The Contractor shall provide to the Contract Manager and the Director of Pharmacy Services, the on-call pharmacist(s) list with applicable phone numbers. The on-call pharmacists list will be posted at each institution in the medication room and the infirmary, and will be provided to the Institutional Nursing Director, Chief Health Officer, and Health Services Administrator. Any changes in the on-call pharmacists list shall be sent to the Pharmaceutical Services Director and the Department facilities within twenty-four (24) hours of the change.

The Contractor shall also provide all related packaging, inclusive of all packaging materials, supplies, distribution, and courier services. The Contractor shall provide pharmaceuticals and drugs to the institution using the following guidance:

- Utilizing a "unit dose" method of packaging, unless approved by the Statewide P & T workgroup. Unit doses of medication to be administered by nursing staff are to be provided in a patient specific format, unless approved by the Statewide P & T workgroup. The "unit dose" package must be a light and/or humidity resistant container as appropriate.
- If each dose is individually labeled and packaged, the label shall include the drug name, strength, lot number, expiration date, and manufacturer.
- If a modified unit dose system such as a card or blister pack is utilized, each card or pack shall be labeled as a prescription.
- Prescriptions shall minimally be labeled to include the inmate name and number, drug name, dosage, directions (frequency of administration), prescribing physician, pharmacist's initials, date, quantity of tablets, manufacturer, expiration date, remaining refills, next refill date, date the prescription expires (commonly called "discard after date"), and any applicable warnings or dietary instructions.
- Medications provided by a registered re-packager (whether the Contractor or subcontractor) in a modified unit dose system such as a card or blister pack may be used as "stock" medications.
- The Contractor shall provide emergency stock drugs in accordance with established policy.
- The Contractor shall maintain appropriate documentation, including but not limited to, inventory records, controlled drug perpetual inventory, and patient profiles. All documentation shall be made available for review by the Warden or designee and the Department's Director of Pharmacy Services.
- The Contractor shall provide, within one working day, copies of any pharmacy or medication-related records requested by the Department's Contractor Manager or Director of Pharmacy Services.
- The Contractor shall document and maintain a Medication Administration Record (MAR) for each inmate patient to include, but not limited to, all information contained on the prescription label, the name of the practitioner who prescribed the medication, and any patient allergies.
- The Contractor shall provide monthly, to each facility, prior to the first (1st) day of each month, a copy of the MAR, utilizing the Department's format for such, for each inmate receiving direct observed therapy at the institution.

NOTE: Even though this solicitation includes pharmaceutical services, the Department intends to retain these services pending the outcome of the Department of Management Services (DMS) solicitation for pharmaceuticals, and the resulting state term contract. At that time, the Department will conduct a cost/benefit analysis to determine whether to continue providing pharmaceutical services, or add these services to the Contract.

3.7.1.3 The Contractor shall perform in-service training for staff on pharmacy-related material according to a schedule mutually agreed upon and approved by the Chief Health Officer but presented no less than once a year. Such training shall be conducted by a licensed 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.

3.7.1.4 The Contractor shall meet all of the following time frames in filling all prescriptions/orders and other orders, excluding holidays and weekends (time frames are defined as the period of time from day-of-order to day-of receipt by the Department's facilities):

- New Formulary prescriptions / orders shall be filled and received by the facility no later than the next working day.
- New Non-formulary (after the non-formulary request is approved) prescriptions / orders shall be filled and shall be received by the facility by the second working day.
  - Stock medication orders shall be received by the facility by the next working day.
  - Refill prescriptions / orders shall be filled and received by the second working day.
  - The contractor shall fill stat prescriptions and / or orders.
- All prescriptions / orders not filled by the contractor pharmacy shall be profiled using the pharmacy software program at no additional charge.
- All new prescriptions / orders shall be profiled, at no additional charge, if the inmate has more than a seven (7) day supply of medication on hand.
- All orders for any service area/entity received/sent after 12:00 PM Eastern Time shall be considered received on the following day.
- The contractor shall fill all prescriptions in a maximum of 30-day supply through the last day of the contract, unless approved by the Statewide P & T Workgroup. At no time shall greater than 120 tablets be dispensed unless approved by the Statewide P & T Workgroup.
- Each medication delivery sheet shall contain the inmates name, ID number, name of medication, strength of medication, and quantity sent.

3.7.1.5 The Contractor shall be responsible for all costs for delivery and return of medication. The Contractor shall accept, process, and reimburse, at no additional cost, all prescriptions and medications that can be returned to the pharmacy per Florida Statutes.

3.7.1.6 The Contractor medication supply process shall have "flag indicator capability" to identify non-formulary medications, flag inmates on more than three (3) psycho-active medications, and flag controlled substance medications being used for more than seven (7) days.

3.7.1.7 The Contractor shall maintain in the pharmacy computer system all known patient (inmate) allergies.

3.7.1.8 The Contractor shall maintain, at a minimum, an updated drug-drug, food-drug, food-food, and drug-allergy interaction program in the pharmacy computer system. The Contractor will produce upon demand, the latest version being used at the respective institution. Such version shall be no more than six (6) months old and shall be verifiable by written notarized statement from the pharmacy's software vendor, if requested.

3.7.1.9 All stock medications sent to the institution will have a detailed list of inventory, separately, as above and will contain the name of the medication and quantity of the medication being sent. Controlled substances will be sent on separate inventory listings. All stock medication shall have a perpetual inventory.

Each inventory order shall contain the receiving institution's name, address, and DEA number; the sending service area/entity's name address, and DEA number; the name of the medication sent, quantity of the medication sent and Pedigree documentation.

3.7.1.10 The Contractor shall provide a signature strip for each Keep-On-Person (KOP) prescription an inmate receives. These signature strips will be placed, after being signed, on signature logs. These signature logs must be kept for two (2) years.

3.7.1.11 The Contractor shall place, at a minimum, the following information on each prescription label:

- Inmate name and DC number;
- Date the prescription is filled;
- Pharmacy name and address;
- Prescription number;
- Name of medication, strength, and amount dispensed;
- Directions for use, particularly addressing if tablets are halved;
- Name of prescribing practitioner;
- Name or initials of the pharmacist dispensing the prescription;
- Discard-after-date. This is the date after which the prescription is no longer valid. To be determined by the practitioner writing on the prescription order the number of days the order is valid;
- Next refill date;
- Cautionary or accessory labels, as required; and
- If the order is to be issued by Direct Observed Therapy then DOT is to be placed on the label.

3.7.1.12 The Contractor shall fill and deliver all emergency prescription medications immediately.

3.7.1.13 The Contractor is responsible for maintaining an adequate supply of stock medications at each institution's drug room that can accommodate the majority of prescriptions ordered by the health care practitioner until the inmate's medication card arrives. Stock medications shall be used whenever possible to cover the first 48 hours of the prescribed order.

3.7.1.14 The Contractor will be responsible for all costs associated with monthly consultant pharmacist inspections for each licensed pharmacy.

- The Contractor shall provide a licensed pharmacist to perform third party drug utilization reviews as requested by the Quality Management Workgroup.
- The Contractor shall provide a licensed consultant pharmacist to conduct monthly inspections of all institution areas where medications are maintained. Inspection shall include, but not be limited to, expiration dates, storage and a periodic review of medication records. The consultant pharmacist's monthly inspection report, DC4-771A and DC4-771C, shall be completed. The original shall remain in the pharmacy and a second copy shall be sent to the Department's Director of Pharmacy Services in an electronic format.
- The Contractor shall provide a certified Consultant Pharmacist to serve as chairperson of the Correctional Institution Pharmacy and Therapeutics Workgroup and to consult on-site and by telephone with the medical staff as requested. This workgroup shall meet as required by Florida Statues.
- 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.

3.7.1.15 As a cost avoidance issue, the Contractor shall break in half and appropriately label any medications as requested by the Department. No medications shall be provided in half-tablets unless approved in advance, in writing, by the Department's Contract Manager.

3.7.1.16 The Contractor shall provide to each facility a stock medication order sheet to include those medications that can be ordered.

3.7.1.17 The Contractor shall supply all current and future medications to be issued by the Department's practitioners in compliance with practitioner-dispensing provisions of the Florida Statutes.

3.7.1.18 The Contractor shall provide, in proper containers (i.e., child-resistant), EOS (End-of-Sentence) medications, INS (Immigration and Naturalization Services) medications, Outside Court medications, and Work Release Center medications, in quantities as described in TI 15.14.02.

3.7.1.19 The Contractor shall have a sufficient number of facsimile machines, printers, phone lines, or other electronic devices so as to be able to receive prescription orders, medication refill requests, stock medication requests, and packaging requests timely.

3.7.1.20 The Contractor shall have a system in place to minimize medication shipment errors and to promptly address and correct any shipment errors.

3.7.1.21 The Contractor shall have in place, and be able to demonstrate, a Continuous Quality Improvement program. This program will include outcome reports from the pharmacy or subcontracted pharmacy on any medication errors that were the pharmacy's responsibility. The contractor is responsible for Quarterly Continuous Quality Improvement Program Workgroup meetings.

3.7.1.22 The Contractor shall issue to each inmate, medication education materials for each medication order. The education materials will, at a minimum, describe major side effects associated with the medication. The education materials must be pre-approved by the Department.

3.7.1.23 The Contractor shall keep an updated copy of the Department's Formulary at each institution.

3.7.1.24 The Contractor shall provide Over-the-Counter (OTC) medication as required on both prescription orders and as stock. The OTC medications provided as stock shall be labeled with appropriate directions for use, warnings, cautionary statements, lot numbers, and expiration dates. The Contractor shall provide to each facility OTC medications approved to be issued to inmates in a dorm setting utilizing the current packaging system as described in Department of Corrections' Procedure 406.001.

3.7.1.25 The Contractor shall provide stock medication to include both legend medications and over-the counter (OTC) medications from a list of medications approved by the Department's Pharmacy Services Workgroup. The Contractor shall not add to the list of approved medications without written consent from the Contract Manager.

3.7.1.26 All Drug Exception Requests for non-formulary medications, drug dose variances, four or more psychotropic, non-approved use of approved medications, and more than one medication in a mental health treatment category shall be approved by the approving authority or designee.

3.7.1.27 Prior to execution of a Contract, the Contractor shall provide a policy and procedure manual, to all participating Department institutions/facilities, the Contract Manager, and the Department's Director of Pharmacy Services that shall include, but not be limited to, the following:

- Ordering procedures;
- Process to be used to deliver medications from the time order is received, including the identification of the courier involved;
- Return-of-goods procedures, including who to call and how medication is to be returned, forms to be used, and final disposition of the medication;

- How non-formulary items are to be issued including the faxing and receiving of Drug Exception Requests;
- Description of the process to be used to resolve problems and issues between the Contractor and facility or Department, including the name of a contact person, address, phone, beeper, and facsimile number;
- How to receive medications;
- How to distribute medications including Keep-On-Person (KOP), direct observed therapy, and stock medications;
- Controlled Substance policy to include ordering, distribution, and destruction;
- Psychotropic medication policy to include ordering, distribution, and return;
- Use of and name of emergency contracted pharmacy for each facility;
- Quality related events;
- Notification of and how to reach the on-call pharmacist;
- How a medication "pedigree" will be provided to the Department.
- Duties, responsibilities, and general scope of services for Consultant Pharmacist and changes to scope of services.
- How to file, where to file, and length of time all required paperwork shall be kept including invoices;
- Disposal and/or destruction of medication to include vendor to be used if medication cannot be disposed of on-site, who can and cannot dispose of medication, documentation required, and regulatory requirements;
- Ordering, receiving, and monitoring of legend and OTC stock medications;
- Drug Exception Request approval/denial process; and
- Process to verify orders are received in appropriate time frames.

3.7.1.28 The Contractor shall update all policy and procedure manuals expeditiously as changes occur. Copies of changed procedures or other updates shall be provided to all facilities and the Contract Manager within seven (7) working days of any change, along with a cover sheet indicating the current date of the manual. Annually, in January of each calendar year, the Contractor shall document review of the policy and procedure manual by Health Services' staff at each Department facility.

3.7.1.29 The Contractor shall provide copies of any pharmacy audit or investigative report for any reportable condition, performed by any state, federal or other regulatory agency including reports of no findings, on any permit, registration, or license, to the Contract Manager within seven (7) working days of the Contractor receiving the report.

3.8 Quality Management/Quality Assurance

The Contractor shall participate in the Department's quality assurance activities at the institutional and central office levels. These committees will monitor the health services provided, including the performance of institution level quality assurance committees.

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

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

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

3.8.1 Quality Management Activities

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

3.8.1.2 Infection Control Workgroup: The Infection Control Workgroup shall monitor surveillance on communicable diseases of concern (see above), the occurrence and control of nosocomial infections, sterilization, and sanitation practices in the health care unit, control of any unexpected communicable diseases within the institution, and other infection-related issues that may arise. The Infection Control Committee shall meet at least quarterly.

3.8.1.3 Peer Review Workgroup: At each institution, the Contractor shall develop a Peer Review Workgroup (PRW). The PRW shall be a subgroup of the Quality Assurance Workgroup and shall insure that all professionals have their work reviewed annually. Findings shall be reported to and reviewed by the Quality Assurance Workgroups.

3.8.1.4 Credentialing and Continuing Education and Certifications: The Contractor must verify credentials and current licensure of all licensed healthcare professionals. Copies of licensure and certifications of the healthcare personnel must be provided to the Department's Contract Manager. If licensure or certification is dependent upon continuing education, the Contractor is responsible to assure conformity with such requirements. In addition, accrediting agencies require that such credentials and licensure be maintained in the institution where the individual professional is performing service.

3.9 Medical Disaster Plan

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

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

3.10 Physician Provider Base

The Contractor must have an established provider healthcare base. Contractor shall make available a comprehensive provider healthcare base network having sufficient numbers and types of contracted providers,

hospitals, other health care professionals as necessary based on industry standards in Region IV. The system shall allow inmate access to local, regional and/or national healthcare networks as necessary. Healthcare networks shall be of sufficient size with numbers and types of providers to satisfactorily serve the inmate population.

3.11 Periodic Health Screening

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

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

Those recommendations and benefits are as followings:

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

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

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

3.12 Employee Health

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

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

3.13 Health Education

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

3.13.1 Healthcare staff education must include routine in-service education for:

1. First aid training, cardio pulmonary resuscitation (CPR) certification training
2. AED Training for selected staff
3. Sprains
4. Psychotic behavior
5. Casts
6. Seizures
7. Minor burns
8. Dependency on drugs
9. Health seminar

10. Lifts and carries
11. Suicide Prevention and Emergency Response Training
12. Mandatory annual in-service training on communicable diseases
13. Universal Precautions
14. Mandatory Departmental in services as determined by the Office of Staff Development, in compliance with ACA and/or NCCHC standards.

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

3.13.2 Inmate education must include topics such as:

1. Access to health care
2. Communicable disease
   - HIV
   - Hepatitis A, B, C
   - Gastroenteritis
   - Syphilis
   - Chlamydia
   - Gonorrhea
   - Human papilloma virus
   - Herpes
   - Methicillin resistant staphylococcus aureus
   - 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 health services
14. How to obtain over-the-counter and prescribed medications
15. Right to refuse medication and treatment
16. Advance directives

3.14 Administration

3.14.1 Administrative Services

The Contractor must provide for the clinical and managerial administration of the health care program and attend institutional and administrative meetings. As part of administrative services, the Contractor shall manage and/or support all programmatic areas with the health care unit. These services shall include, but not be limited to:

1. The Contractor's staff shall comply with policies, procedures, and protocols for the medical unit and staff that are approved by the Department.
2. The Contractor will be responsible for ensuring that its staff reports any problems and/or unusual incidents to the Warden or designee.

3. The Contractor must ensure that the health care status of inmates admitted to outside hospitals is reviewed to assure that the duration of hospitalization is no longer than medically indicated.
4. The Contractor must ensure that its staff documents all health care contacts in the medical record.
5. The Contractor must provide a staffing plan that identifies all personnel required to perform the services and/or responsibilities under the Contract. All staffing plans shall be approved by the Department's Office of Health Services.
6. The majority of outside services should be provided within a forty-five (45)-mile radius of each of the Department's secured institutions.
7. The Contractor will be responsible for the cost of disposal of all bio-hazardous, hazardous and/or other EPA regulated waste produced in the care, diagnosis, and treatment of the inmate.
8. The Contractor will be responsible for all long distance phone charges.

3.14.2 Administrative Functions

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

1. Attendance at monthly contract overview meetings;
2. Attendance at institution monthly/weekly Wardens meetings;
3. Attendance at regional meetings scheduled by the Regional Director;
4. Attendance at statewide meetings scheduled by the Department;
5. Reporting in compliance with statutes, rules, policies and procedures, court orders, health services bulletins, court orders, and other contractual requirements set forth by the Department. (risk management/incident reporting; infection control, quality management; HIPAA reports, etc.);
6. Attendance by Designated Office of Health Services staff and/or Health Services Administrator for each institution at all Regional Directors meetings;
7. Participation in statewide Quarterly Pharmaceutical and Therapeutic, and Quality Management meetings.
8. Provide administrative support for tracking inmate co-payments in the Department's Offender Based Information System (OBIS) or through the Electronic Health Record;
9. Responding to inmate health care requests and grievances;
10. Tracking and responding to inquiries from family members and officials making inquiry about health care issues on behalf of inmates. This includes referrals from the Department, the Executive Office of the Governor, and other elected officials.
11. Tracking and providing information in response to public records requests
12. Tracking and providing information in response to requests from the Office of Attorney General, DOH, and AHCA.

3.15 Telehealth

Telehealth is not currently utilized in any region; however, the Contractor ultimately selected through this RFP process shall utilize telehealth at Contractor's own expense to facilitate provision of services where such services can be appropriately provided by these means and the resulting telehealth design results in improving responsiveness of care, reducing security costs by reducing medical escorts and improving public safety. This service will be considered under any resultant contract as a service to be delivered at no cost to the state.

The goal of the Department is to develop a telehealth management application. The purchase will include product updates/upgrades, training, maintenance and support. Telehealth is to be a web-based, integrated, COTS system. The software, by sharing information about practice variations with individual providers, will assist the staff in the use of resources and help with improving overall quality of inmate healthcare. The software will support clinical positions and provide guidance to reviewers as well as enhance consistency of inmate healthcare.

The Department desires to use interactive audio-visual technology ("telehealth and/or telemedicine") at all of its major institutions. The goals in using telemedicine will be to improve inmate's access to primary health services, improve the quality and timeliness of primary, psychiatric, and specialty health services, and reduce the cost and disruption of

transportation. The Contractor shall use telemedicine for clinical consultations whenever possible, unless directed otherwise by the Department.

The Contractor will be responsible for the cost of the acquiring and maintaining the necessary telemedicine communication system, equipment and consultations provided by telemedicine. The contractor will also be responsible for paying for all telemedicine service line charges for calls related to provision of health care to Department inmates.

The proposed solution must meet the following minimum requirements, and shall be approved by the Department's Office of Information Technology (OIT):

- Platform –
- Browser IE6, IE7, IE8
- Useable at 800x600 resolutions
- Runs on a 64-bit platform Windows 2003 server & above
- Application runs on Microsoft SQL 2008 or 2005 environment and above
- Application capable of running in a 64-bit environment
- Network –
- Application supports clients connecting at T1, T3, WAN speed, and 100 mbps
- Must integrate with supporting single sign-on User ID
- Must support HL7 compatibility as well as other data standards

The proposed solution will be Intranet web-based and users will need Internet Explorer to access the application. The personal computer shall have a minimum of MS XP Pro, 512 MB RAM & 1GHz CPU. Users will not be required to have a client module on their PC. Must be Windows Active Directory compliant, capable of supporting single sign-on and be centrally managed by User ID. Updates (including white papers), patches and fixes must be approved by the Department's Office of Information Technology; however, the Contractor will be responsible for any up-load and install.

Software offered must have the ability to:

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

3.16 Computer and Information Systems

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

3.16.1 Corporate Access to the Departments Network

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

3.16.2 LAN to LAN Connections

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

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

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

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

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

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

3.16.3 Outside Entity Obligations

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

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

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

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

Before connection and while connected to a VPN formed with the Department the outside entity's computing environment (computing devices including workstations, servers, and networking devices) must be

operating the latest available software versions and applicable patches, and have the following implemented with supporting policies or procedures available for review by the Department:

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

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

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

3.16.4 Contractor's Network

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

3.16.5 Transmitting Health Information via E-mail

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

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

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

3.16.6 Contractor Data Availability

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

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

1. No disclosure or destruction of any Department data can occur without prior express consent from the Contract Manager.

2. The Contractor shall timely return any and/or all Department information in a format deemed acceptable by the Department when the contractual relationship effectively terminates.

3. The Contractor shall provide certification of its destruction of all Departmental data in its possession in accordance with DoD 5220.22-M, "National Industrial Security Program Operating Manual" when the need for the contractor's custody of the data no longer exists.

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

5. The introduction of wireless devices at facilities is subject to prior review and approval by the Contract Manager. The Contractor is responsible for notifying the Department before introducing wireless devices into facilities.

3.16.7 Information Security Auditing and Accountability

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

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

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

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

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

3.16.9 Events

The following events shall be logged:

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

3.16.10 Content

The following content shall be included with every audited event:

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

3.16.11 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.

3.16.12 Time Stamps

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

3.16.13 Protection of Audit Information

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

3.16.14 Audit Record Retention

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

3.16.15 Compliance Requirements

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

If applicable, the contractor will host the Department's information and/or services provided in a data center protected by 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 access to the contractor's information network;
4. A Firewalling device;
5. Server based antivirus/malware software;
6. Client based antivirus/malware software;
7. Use of unique userIDs with expiring passwords;
8. A process that involves collection of userID activities and regular review of these activities for unauthorized access;
9. A process that ensures up to date software patches are applied to all information resources

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

3.16.16 Electronic Health Record (EHR)

The Department requires a paperless health record. Contractor must submit a plan for moving from a paper-based record system to a paperless health record. The plan must address such issues as hardware, software, transition, technical support, and ownership at the termination of the contractual period.

The Contractor's EHR:

- Must integrate and exchange encounter data in XML format including documentation version control and electronic signature encryption.
- Must be able to exchange data with other systems as approved by OIT and/or required by OHS.
- Must integrate single sign on access for all users to physician and patient medical reference library such as Up-to-date.
- Must provide Hosted solutions with no server hardware onsite. The contractor is to provide complete disaster recovery services including fail over data centers.
- Should combine patient records including scanned documents and dynamic (keyed) data entry document types.
- Should provide the feature of Electronic signature workflows on all document types.
- There should be an option to electronically verify medications on demand with outside providers via RXHUB or similar data sources.
- Should have a device level security for individual PC's and Laptops to access the EHR.
- Must not utilize a Virtual Private Network (VPN).

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

3.17 Health Records

All inmates must have a health record that is up-to-date at all times, and that complies with problem-oriented health record format, Department's policy and procedure, and ACA and/or NCCHC standards. The record must accompany the inmate at all health encounters and will be forwarded to the appropriate institution in the event the inmate is transferred. All procedures (including HIPAA and the HITECH Act) concerning confidentiality must be followed.

<u>All health records both electronic and paper remain the property of the Department.</u>

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

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

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

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

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

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

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

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

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

The Contractor shall comply with all HIPAA requirements.

Length of Retention Period

1. Unless otherwise specifically governed by Department regulations, all health records shall be kept for a period of seven (7) years or for the period for which records of the same type must be retained by the State pursuant to statute, whichever is longer. All retention periods start on the first day after termination of the contract.

2. If any litigation, claim, negotiation, audit, or other action involving the records referred to has been started before the expiration of the applicable retention period, all records shall be retained until completion of the action and resolution of all issues, which arise from it, or until the end of the period specified for, whichever is later.

3. In order to avoid duplicate record keeping, the Department may make special arrangements with the Contractor for the Department to retain any records, which are needed for joint use. The Department may accept transfer of records to its custody when it determines that the records possess long-term retention value. When records are transferred to or maintained by the Department, the retention requirements of this paragraph are not applicable to the Contractor as to those records.

4. The records retention program must comply with guidelines established by the Florida Department of State, Division of Library and Information Services Records Management program. The Department endorses the following medical record retention and destruction practices:

5. Records of inmates presently on extended parole will be maintained until release from such Department of Corrections responsibility. After seven (7) consecutive years of inactivity, the Department shall authorize destruction/recycling procedures in accordance with law.

6. Hard copies of health records will be securely stored at the Reception and Medical Center. All health records received at the record archives will be checked to ensure that the color-coded year band is properly attached before filing.

3.18 340b Specialty Care Program

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

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

3.19 Coordination of Services with Other Jurisdictions and Entities

3.19.1 Interstate Compact Inmates

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

3.19.2 County Jail Work Programs

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

3.19.3 Federal Inmates

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

3.19.4 Private Correctional Facilities

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

The Contractor shall describe how it will support the functions outlined above.

3.20 Discharge Planning

When an inmate with a serious medical and/or mental illness is released from a Department institution, his medical and mental health conditions must be identified during the pre-release stage to identify community resources to meet the inmate's needs. Planning should include at a minimum, continuing medication with a thirty (30)-day supply, which should be provided at release unless contraindicated clinically or earlier appointments with outside providers have been scheduled, for follow up care.

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

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

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

Mental Health Re-Entry (Aftercare) Program - The Department manages the Mental Health Re-Entry (Aftercare) Program, which is a collaborative effort between the Department of Children and Families and the Department of Corrections. The result is an intake appointment at a Community Mental Health Center for every inmate that

consents to receive outpatient psychiatric care at the time of their release. The program helps maximize the successful re-entry of inmates returning to their communities.

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

3.21 Accreditation

The successful Contractor shall be responsible for healthcare Accreditation costs.

3.22 Rules, Regulations, and Governance

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

3.22.2 The Contractor shall ensure that all Contractors' staff providing services under the Contract resulting from this RFP complies with prevailing ethical and professional standards, and the rules, procedures and regulations mentioned above.

3.22.3 The Contractor shall ensure Contractor's staff is familiar with and capable of obtaining and making use of all applicable Department Policies and Procedures, Technical Instructions (TI's), and Health Service Bulletins (HSB's). The Contractor will be provided access to the aforementioned documents through the Warden, or designee, at the corresponding Correctional Institution.

3.22.4 The Contractor shall fully comply with the requirements of Section 466.0285, Florida Statutes, particularly the requirements in Section 466.0285(1), Florida Statutes, that "no person other than a dentist licensed pursuant to Chapter 466, nor any entity other than a professional corporation or limited liability company composed of dentists may employ a dentist or dental hygienist in the operation of a dental office, may control the use of any dental equipment or material while such equipment or material is being used for the provision of dental services, whether those services are provided by a dentist, a dental hygienist, or a dental assistant, or may direct, control, or interfere with a dentist's clinical judgment."

3.22.5 Should any of the above laws, standards, rules or regulations, Department procedures, HSB's/TI's or directives change during the course of this procurement or resultant Contract term, the updated version will take precedence

3.22.6 The Contractor shall comply with all applicable continuing requirements as determined by the Department's Assistant Secretary for Health Services for reports to and from the Department, and the Healthcare Contract Monitoring Team.

3.22.7 Documentation of licensure and accreditation for all hospitals, clinics and other related health service providers to be utilized by the Contractor shall be made available to the Department upon request. All hospitals utilized by the Contractor for the care of inmates shall be fully licensed and preferably accredited by the Joint Commission on Accreditation of Healthcare Organizations (JCAHCO). All hospitals utilized by the Contractor require prior written approval by the Department's Contract Manager, identified in Section 7.5.1, of this RFP.

3.22.8 The Contractor shall supply all equipment necessary to provide services outlined in this solicitation. Contractor equipment may require connection to the Department's information network. Should the

Contractor's equipment be required to connect to the Department's information network, all Federal, State and Department rules, regulations, and guidelines for data transfer shall apply.

3.22.9 The Department's data must be protected from all environmental threats. The Contractor's computing equipment installation will be protected by the timely, accurate, complete, and secure backup of data including the use of similarly secured offsite storage of all Department information and other controls that manage any risks from all conditions including but not limited to fire, water/humidity, temperature, contamination (unwanted foreign material, etc), wind, unauthorized entry or access, and theft.

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

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

1. Controlled access procedures for physical access to all computing equipment;
2. Controlled access procedures for electronic connections to the Contractor's network;
3. A process designed to control and monitor outside agencies access to the Contractor's information network;
4. A Firewall device;
5. Server based antivirus/malware software;
6. Client based antivirus/malware software;
7. Use of unique userIDs with expiring passwords;
8. A process that involves collection of userID activities and regular review of these activities for unauthorized access;
9. A process that ensures up to date software patches are applied to all information resources; and
10. The Contractor shall maintain an Information Security Awareness program. This program will be designed to keep users of the system up to date on cyber security events capable of compromising the system and or network.

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

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

3.22.10 All Contractors must be able to comply with Department procedures that relate to the protection of the Department's data and its collective information security which include but are not limited to: 206.007 User Security for Information Systems Office of Information Technology internal Remote Access and Virtual Private Network procedure; and the Contractor, its subcontractors, and their staff will be held to contractual obligations of confidentiality, integrity, and availability in the handling and transmission of any Department information.

3.22.11 The Contractor must guarantee the availability of data in its custody to the Department during an emergency that may occur at the Proposer or the Department.

3.22.12 The Department must retain ownership of all Department provided information or any information related to the Department generated as a result of or in participation with this service.

3.22.13 No disclosure or destruction of any Department data can occur without prior express consent.

3.22.14 The Contractor shall provide for the timely and complete return of all Department information in an acceptable format when the contractual relationship effectively terminates.

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

3.22.16 The Contractor will be required to maintain full accreditation by the American Correctional Association (ACA) and/or National Commission on Correctional Health Care (NCCHC) for the healthcare operational areas in all institutions in which healthcare services are provided. Failure to maintain accreditation will result in the assessment of liquidated damages as set forth in Section 3.36.1. (Information on the ACA and the NCCHC is available on their web-sites at http://www.corrections.com/aca/ and http://www.ncchc.org/, respectively.

3.22.17 The Contractor shall ensure that prior to the execution of the subcontractor agreements for healthcare delivery (including pharmaceuticals), all subcontractor agreements are approved by the Department's Contract Manager and contain provisions requiring the subcontractor to comply with all applicable terms and conditions of the contract resulting from this RFP.

3.22.18 The Contractor agrees to modify its service delivery, including addition or expansion of comprehensive healthcare services in order to meet or comply with changes required by operation of law or due to changes in practice standards or regulations, or as a result of legal settlement agreement or consent order or change in the Department's mission.

3.22.19 Any changes in the scope of service required to ensure continued compliance with State or Federal laws, statutes or regulations, legal settlement agreement or consent order or Department policy, regulations or technical instructions will be made in accordance with Section 7.6, Contract Modifications.

3.23 Permits, Licenses, and Insurance Documentation

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

3.23.1 The face-sheet of the Contractor's current insurance policy showing sufficient coverage as indicated in Section 7.15.

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

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

3.24 Communications

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

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

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

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

3.24.2 The Contractor shall respond to informal and formal communications in writing, transmitted by facsimile and/or email, with follow-up by hard copy mail.

3.24.3 A date/numbering system shall be utilized by the Contractor, for tracking of formal communication.

3.24.4 The only personnel authorized to use formal Contract communications are the Department's Senior Executive Management Staff, Office of Health Services Senior Management Staff, Contract Manager, Contract Administrator, and the Contractor's CEO or Contractor's Representative. Designees or other persons authorized to utilize formal Contract communications must be agreed upon by both parties and identified in writing within ten (10) days of execution of the Contract. Notification of any subsequent changes must be provided in writing prior to issuance of any formal communication from the changed designee or authorized representative.

3.24.5 In addition to the personnel named under formal Contract communications, personnel authorized to use informal Contract communications include any other persons so designated in writing by the parties.

3.24.6 In addition to the Contract communications noted in Section 3.24.1 in this Contract, if there is an urgent administrative problem, the Department will make contact with the Contractor and the Contractor shall orally respond to the Contract Manager or his/her designee within two (2) hours. If a non-urgent administrative problem occurs, the Department will make contact with the Contractor and the Contractor shall orally respond to the Contract Manager or his/her designee within forty-eight (48) hours. The Contractor shall respond to inquiries from the Department by providing all information or records that the Department deems necessary to respond to inquiries, complaints, or grievances from or about inmates within three (3) working days of receipt of the request. The Contract Manager shall be copied on all such correspondence.

3.25 Final Implementation Plan and Transition Date Schedule

3.25.1 Pursuant to Senate Bill 2000 (see EXHIBIT X), current Department of Corrections' employees who are affected by the health services privatization initiatives shall be given first preference for continued employment by the contractors. The Department shall make reasonable efforts to find a suitable job placement for employees who wish to remain state employees.

3.25.2 The Contractor shall provide regular reports to the Department, not less than weekly, on the status of such interviews and the transition in general. If the Contractor elects to not hire a displaced employee, the Contractor shall identify in the report the name of the employee and the reasons for the decision not to hire.

3.25.3 Within three (3) days after the Contract start date, the Contractor shall meet with the Department to finalize the implementation plan to ensure an orderly and efficient transition from Department to Contractor. During this transition period, the Contractor shall have access to all records, files and documents necessary for the provision of Comprehensive Healthcare Services, including but not limited to inmate records, maintenance records, and personnel files.

3.25.4 The Contractor will submit their implementation plan for approval beginning from the date of the award of the Contract; however, the plan must be approved no later than March 31, 2012. Payment of services shall not be made during this planning period unless implementation of services begins. Implementation of service shall commence upon the approval of the implementation plan and shall be completed between the dates of April 1, 2012 and June 30, 2012. Implementation shall be completed at all institutions by 12:01 a.m., on June 30, 2012. The Contractor's Estimated Implementation Plan and Transition Date Schedule submitted with the proposal shall be adjusted as necessary and approved as Contractor's Final Implementation Plan and Transition Date Schedule by the Contract Manager.

3.25.5 The Final Implementation Plan shall be designed to provide for seamless transition with minimal interruption of healthcare to inmates. Final transition at each institution shall be coordinated between the Contractor and the Department.

3.25.6 The Contractor shall commence provision of comprehensive healthcare services to the Department's inmates consistent with the approved Final Implementation Plan and Transition Date Schedule.

3.25.7 The incoming Contractor shall assume full responsibility for comprehensive healthcare services delivery at 12:01 a.m., on July 1, 2012, or on a date agreed upon in writing between the Contractor and the Department.

3.26 Service Locations and Service Times

3.26.1 Institutions/Facility Locations: The facilities to be included under this Contract include all currently operating institutions and allied facilities as indicated.

3.26.2 Add/Delete Institution/Facilities for Services: The Department reserves the right to add or delete institutions/facilities receiving or requiring services under this Contract upon sixty (60) days' written notice. Such additions or deletions may be accomplished by letter and do not require a contract amendment.

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

3.26.4 The Contractor shall have an administrative office located within the State of Florida.

3.27 Administrative Requirements, Space, Equipment & Commodities

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

3.27.2 Space and Fixtures: The Department will provide office space within the health services unit. The institution shall provide and maintain presently available and utilized health space, building fixtures and other items for the Contractor's use to ensure the efficient operation of the Contract. The institution shall also provide or arrange for waste disposal services, not including medical waste disposal which shall be the responsibility of the Contractor. The Department will maintain and repair the office space assigned to the Contractor, if necessary, including painting as needed, and will provide building utilities necessary for the performance of the

Contract as determined necessary by the Department. The Contractor shall operate the space provided in an energy efficient manner.

3.27.3 Furniture and Non-Healthcare Equipment: The Department will allow the Contractor to utilize the Department's furniture, and non-healthcare equipment currently in place in each health services unit. A physical inventory list of all furniture and non-healthcare equipment currently existing at each institution will be taken by the Department and the current Contractor before the Institution's implementation date. All items identified on the inventory shall be available for use by the Contractor. Any equipment (i.e., copiers) currently under lease by the Department will be either removed or the lease assumed by the Contractor, if acceptable to the Contractor and if permitted by the leasing company. If the lease is either not assumable by or transferred to the Contractor, the Contractor is responsible for making its own leasing or purchasing arrangements. The Contractor shall be responsible for all costs associated with non-healthcare equipment utilized, including all telephone equipment, telephone lines and service (including all long distance service and dedicated lines for EKG's or lab reports), existing copy machines or facsimile equipment, and is responsible for all costs, including installation, of any phone, fax or dedicated lines requested by the Contractor. The Department will not be responsible for maintaining any furniture and non-healthcare equipment identified on the Department's inventory, including repair and replacement (including installation) of Department-owned equipment. Any equipment damaged or otherwise found to be beyond economical repair after the Contract start date will be repaired or replaced by the Contractor and placed on the inventory list. All inventoried furniture and non-healthcare equipment identified on the inventory sheet shall remain the property of the Department upon expiration or termination of the contract. All furniture and non-healthcare equipment purchased by the Contractor, except inventory list replacements, shall remain the property of the contractor after expiration or termination of the Contract.

3.27.4 Existing Healthcare Equipment: A physical inventory list of all healthcare equipment owned by the Department and currently existing at each institution will be taken by the Department and the current Contractor before each institution's implementation date. All existing equipment shall be available for use by the Contractor. All inventoried equipment shall be properly maintained as needed by the Contractor and any equipment utilized by the Contractor that becomes non-functional during the life of the Contract shall be replaced by the Contractor and placed on the inventory list. All inventoried equipment shall remain the property of the Department upon expiration or termination of the Contract. "Healthcare Equipment" is defined as any item with a unit cost exceeding one thousand dollars ($1,000). Any healthcare equipment damaged or otherwise found to be beyond economical repair after the Contract start date will be repaired or replaced by the Contractor and added to the inventory list. Within 30 days of implementation, the Contractor will advise the Department of any healthcare equipment that is surplus to their needs. In addition, within 30 days of implementation, the Contractor shall provide the Department with documentation of maintenance agreements for existing Department-owned equipment.

3.27.5 Additional Equipment: Any healthcare service equipment not available in the institutional health services unit upon the effective date of the Contract that the Contractor deems necessary to its provision of healthcare services under the terms of the Contract, will be the responsibility, and shall be provided at the expense of the Contractor. The Department will permit the Contractor, at the Contractor's expense, to install healthcare equipment in addition to the Department-owned items on the inventory list provided. Any additional equipment purchased by the Contractor shall be owned and maintained by the Contractor and shall be retained by the Contractor at Contract termination. Any additional equipment purchased, replaced or modified by the Contractor shall meet or exceed the Department's standards for functionality, sanitation and security as determined by the Department's Office of Health Services. To ensure compliance with all Security requirements, the Contractor shall obtain written authorization from the Contract Manager when repairing or replacing any non-Department owned healthcare service equipment.

3.27.6 The Contractor is responsible to have adequate computer hardware and software for staff to perform care, provide required reports and perform functions that equal those of the Department. All required computer equipment must be maintained by the Contractor to ensure compliance with the Department information technology standards.

3.27.7 If contracting to provide pharmaceutical services, the Contractor shall inventory all pharmaceuticals in each regional pharmacy and correctional institution, work camp, etc. The Contractor shall purchase the medication from the Department at the Department's current cost and shall credit the Department by monthly invoice, not to exceed six (6) months, for the agreed upon reimbursement for the medications.

3.27.8 Healthcare Supplies: All supplies required to provide healthcare services shall be provided by the Contractor. A physical inventory of all healthcare supplies currently existing at each institution will be taken by the Department on or before the new contract implementation date. This will be done in coordination between the Department and the successful Contractor. Both parties will agree on any costs for supplies that the Contractor wishes to retain. The Contractor shall strive to have at least a thirty (30) days' supply of healthcare supplies upon its assumption of responsibility for service implementation at the institutions. A physical inventory of all equipment and healthcare supplies will also be conducted upon the expiration or termination of this Contract with appropriate credit payable to the Contractor, in the event the Department chooses to purchase then existing supplies. The term "healthcare supplies" is defined as all healthcare equipment and commodity items utilized in the provision of comprehensive healthcare services with a unit cost of less than one thousand dollars ($1,000).

3.27.9 Forms: The Contractor shall utilize Department forms as specified to carry out the provisions of this Contract. The Department will provide an electronic copy of each form in a format that may be duplicated for use by the Contractor. The Contractor shall request prior approval from the Contract Manager should he/she wish to modify format or develop additional forms.

3.27.10 The Contractor shall not be responsible for housekeeping services, building maintenance, provision of bed linens for inmate housing, routine inmate transportation and security. However, the Contractor shall be responsible for maintaining the health services unit in compliance with Department policy to include sanitation, infection control, etc, according to Department policy. The Contractor shall be responsible for healthcare specialty items utilized in the infirmary including, but not limited to, treated mattresses, and infirmary clothing.

3.28 Audits, Investigations and Legal Actions

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

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

3.29 Security

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

The Department shall provide security and security procedures to protect the contractor's equipment as well as DC medical equipment. DC security procedures shall provide direction for the reasonably safe security management for

transportation of pharmaceuticals, medical supplies and equipment. The contractor shall ensure that the contractor's staff adheres to all policies and procedures regarding transportation, security, custody, and control of inmates.

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

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

3.30 Contractor's Staffing Requirements

3.30.1 Conduct and Safety Requirements

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

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

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

3.30.1.1 The Contractor's staff shall not display favoritism to, or preferential treatment of, one inmate or group of inmates over another.

3.30.1.2 The Contractor's staff shall not deal with any inmate except in a relationship that supports services under this Contract. Specifically, staff members must never accept for themselves or any member of their family, any personal (tangible or intangible) gift, favor, or service from an inmate or an inmate's family or close associate, no matter how trivial the gift or service may seem. The Contractor shall report to the Contract Manager any violations or attempted violation of these restrictions. In addition, no staff member shall give any gifts, favors or services to inmates, their family or close associates.

3.30.1.3 The Contractor's staff shall not enter into any business relationship with inmates or their families (example – selling, buying or trading personal property), or personally employ them in any capacity.

3.30.1.4 The Contractor's staff shall not have outside contact (other than incidental contact) with an inmate being served or their family or close associates, except for those activities that are to be rendered under this Contract.

3.30.1.5 The Contractor's staff shall not engage in any conduct which is criminal in nature or which would bring discredit upon the Contractor or the State. In providing services pursuant to this Contract, the Contractor shall ensure that its employees avoid both misconduct and the appearance of misconduct.

3.30.1.6 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.

3.30.1.7 Any violation or attempted violation of the restrictions referred to in this section regarding employee conduct shall be reported by phone and in writing to the Contract Manager or their designee, including proposed action to be taken by the Contractor. Any failure to report a violation or take appropriate disciplinary action against the offending party or parties shall subject the Contractor to appropriate action, up to and including termination of this Contract.

3.30.1.8 The Contractor shall report any incident described above, or requiring investigation by the Contractor, in writing, to the Contract Manager or their designee within twenty four (24) hours, of the Contractor's knowledge of the incident.

3.30.2 Background/Criminal Record Checks

3.30.2.1 The Contractors' staff assigned to this Contract and any other person performing services pursuant thereto, shall be subject, at the Department's discretion (with the exception of provisions set forth in Section 3.31.2, of this RFP), to a Florida Department of Law Enforcement (FDLE) Florida Crime Information Center/National Crime Information Center (FCIC/NCIC) background/criminal records check. This background check will be conducted by the Department and may occur or re-occur at any time during the contract period. The Department has full discretion to require the Contractor to disqualify, prevent, or remove any staff from any work under the Contract. The use of criminal history records and information derived from such records checks are restricted pursuant to Section 943.054, F.S. The Department shall not disclose any information regarding the records check findings or criteria for disqualification or removal to the Contractor. The Department shall not confirm to the Contractor the existence or nonexistence of any criminal history record information. In order to carry out this records check, the Contractor shall provide, prior to contract execution, the following data for any individual Contractor or subcontractor's staff assigned to the Contract: Full Name, Race, Gender, Date of Birth, Social Security Number, Driver's License Number and State of Issue. If requested, the Contractor's staff shall submit to fingerprinting by the Department of Corrections for submission to the Federal Bureau of Investigation (FBI). The Contractor shall not consider new employees to be on permanent status until a favorable report is received by the Department from the FBI. The Contractor shall bear all costs associated with background/criminal records checks.

3.30.2.2 The Contractor shall ensure that the corresponding Warden or designee is provided the information needed to have the NCIC/FCIC background check conducted prior to any new Contractor staff being hired or assigned to work under the Contract. The Contractor shall not offer employment to any individual or assign any individual to work under the Contract, who has not had an NCIC/FCIC background check conducted.

3.30.2.3 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.

3.30.2.4 Note that a felony or first-degree misdemeanor conviction, a plea of guilty or nolo contendere to a felony or first-degree misdemeanor crime, or adjudication of guilt withheld to a felony or first-degree misdemeanor crime does not automatically bar the Contractor from hiring the proposed employee. However, the Department reserves the right to prior approval in such cases. Generally, two (2) years with no criminal history is preferred. The Contractor shall make full written report to the Contract Manager within three (3) calendar days whenever an employee has a criminal charge filed against them, or an arrest, or

receives a Notice to Appear for violation of any criminal law involving a misdemeanor, or felony, or ordinance (except minor violations for which the fine or bond forfeiture is $200 or less) or when Contractor or Contractor's staff has knowledge of any violation of the laws, rules, directives or procedures of the Department.

3.30.2.5 No person who has been barred from any Department institution or other facility shall provide services under this Contract.

3.30.2.6 Department employees terminated at any time by the Department for cause may not be employed or provide services under this Contract.

3.30.2.7 The Contractor shall notify the Department, prior to employing any current or former employee of the Department to provide either full-time or part-time services pursuant to this Contract.

3.30.3 Utilization of E-Verify

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

3.30.4 Orientation and Training

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

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

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

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

3.30.4.4 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.

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

3.30.5 TB Screening/Testing

The Contractor shall ensure that all institutional staff, including subcontractors and other service providers, are screened and/or tested for tuberculosis prior to the start of service delivery, as appropriate, and screened/tested annually thereafter, as required by Department Procedure 401.015, Employee Tuberculosis

Screening and Control Program. The Contractor shall provide the Department's Contract Manager, or designee, with proof of testing prior to the start of service delivery by the staff member and annually thereafter. Documentation shall be provided to the Department's Contract Manager upon request. The Contractor shall be responsible for obtaining the TB screening/testing. The Contractor shall bear all costs associated with the TB screening/testing.

3.30.6 Hepatitis Vaccination

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

3.31 Offender Based Information System (OBIS)

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

3.31.1 OBIS Data Entry

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

3.31.2 OBIS Use and Training

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

3.31.3 OBIS Cost Reimbursements

All documentation shall comply with applicable Florida Statutes, relevant sections of Florida Administrative Code, pertinent Department Procedures, court orders, and Health Services' Bulletins/Technical Instructions. The Contractor shall utilize the Offender Based Information System (OBIS) and shall bear the costs for utilizing this system. Costs are based on transaction usage and/or Central Processing Unit (CPU) utilization.

3.32 Reporting Requirements

3.32.1 Format Profiles: The Contractor shall provide a method to interface and submit data in a format required by the Department for uploading to the Offender Based Information System or other system as determined by the Department. The Contractor shall also provide a web-based method for reviewing the reports.

3.32.2 The Contractor shall provide the following reports electronically in the time frames specified with a hard copy to follow, mailed within five (5) business days of the report due date. All electronic reports shall be downloadable into an excel format, unless otherwise approved by the Department. After initial reporting for the first month or quarter of the contract, changes to the report format required by the Department shall be made by the Contractor. Reports shall be provided to the Contract Manager unless otherwise specified. All reports shall be developed in such a manner as to be understood by the Contract Manager or other Department management staff.

3.32.3 Monthly Pharmacy Reporting

The Contractor shall provide to the Contract Manager, by the fifteenth (15th) day of the month following the month of service, the monthly reports outlined below. All reports shall have the capability of being queried, sorted or filtered by any field contained in the report or by data parameters, as applicable, and reports shall be readable on screen, printable and shall be downloadable into an excel format. Final report format to be approved by the Contract Manager:

3.32.3.1 Monthly Pharmacy Reporting

3.32.3.2 Monthly Medication Report: If contracting to provide pharmaceutical services, the Contractor shall provide a Monthly Medication Report, with a summary report broken down by institution and by DC Region, that includes, but is not limited to, the following data:

3.32.3.2.1 top 200 medications issued;
3.32.3.2.2 total number of mental health prescriptions issued, total cost of mental health medications, and number of inmates receiving mental health medications;
3.32.3.2.3 total number of inpatient mental health prescriptions issued at the inpatient mental health units, total cost of mental health inpatient medications, and number of inmates receiving mental health inpatient medications;
3.32.3.2.4 total number of HIV/AIDS prescriptions issued, total cost of HIV/AIDS medications issued and number of inmates receiving HIV/AIDS medications;
3.32.3.2.5 total number of Hepatitis and Tuberculosis prescriptions issued, total cost of the Hepatitis and Tuberculosis medications and number of inmates receiving Hepatitis and Tuberculosis medications;
3.32.3.2.6 total number of prescriptions issued, total cost of all medications issued, and total number of inmates receiving medications; and
3.32.3.2.7 number of medication errors and a summary report of those errors.

3.32.3.3 Monthly Non-Formulary Medication Report: If contracting to provide pharmaceutical services, the Contractor shall provide a Monthly Non-Formulary Medication Report that includes, but is not limited to, the following data for each prescription filled:

3.32.3.3.1 name of inmate for whom prescription was filled;
3.32.3.3.2 name of non-formulary medication issued;
3.32.3.3.3 prescribing practitioner; and
3.32.3.3.4 cost of non-formulary medication issued.

3.32.3.4 Monthly Comparison Report: If contracting to provide pharmaceutical services, the Contractor shall provide a separate Monthly Comparison Report indicating the percentage of non-formulary prescriptions issued compared to the total number of prescriptions issued.

3.32.3.5 Monthly Prescribing Practices Report: If contracting to provide pharmaceutical services, the Contractor shall provide to the Contract Manager, by the fifteenth (15th) day of the month following the month of service, a Monthly Prescribing Practices Report that demonstrates prescribing practices by practitioners and includes, but is not limited to, the following data:

3.32.3.5.1 non-formulary drugs prescribed; and
3.32.3.5.2 controlled substances prescribed.

3.32.3.6 Medication Administration Record (MAR): If contracting to provide pharmaceutical services, the Contractor shall provide to each service location, on a monthly basis, no later than three (3) days prior to the first (1st) day of each month, utilizing a format approved by the Department, Medication Administration Records for each inmate receiving Direct Observed Therapy (DOT) prescriptions at the respective institution. The Contractor shall make changes to the record format as requested by the Department.

3.32.3.7 Monthly Consultant Pharmacist Inspection Report: The Contractor shall provide to the Contract Manager, by the fifteenth (15th) day of the month following the month of service, a 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.

3.32.3.8 Drug Exception Request (DER) Report: If contracting to provide pharmaceutical services, the Contractor shall provide to the Contract Manager, by the fifteenth (15th) day of the month following the month of service, a copy of all approved and disapproved Drug Exception Requests (DER).

3.32.4 Monthly Dental Reporting

3.32.4.1 Quarterly Credentialing Report The Contractor shall provide a Quarterly Credentialing Report by each institution which includes a summary of any action taken/conducted/granting of privileges or other credentialing issues at the institution involving an employee, to include outcomes and recommendations.

3.32.4.2 The Contractor shall provide to the Director of Dental Services a Monthly Dental Provider Day Report by institution for all Dentists and Dental Hygienists providing dental treatment during that month.

3.32.4.3 The Contractor shall provide to the Director of Dental Services a Monthly Waiting Time Report for each institution that documents the current waiting time from receipt of an inmate request until the treatment plan appointment (Initial Waiting Time) and the current waiting time between follow-up dental appointments for routine comprehensive dental treatment (Between Appointment Waiting Time).

3.32.5 Monthly Communicable Disease Reporting

3.32.5.1 Weekly Environmental Health and Safety Inspection Report: The Contractor shall provide a Weekly Environmental Health and Safety Inspection Report (DC4-537) by each institution in accordance with Environmental Health and Safety Manual Chapter 3.

3.32.5.2 Weekly Wound Report: The Contractor shall provide a Weekly Wound Report by each institution in accordance with Infection Control Manual.

3.32.5.3 Monthly Prevalence Walks Report: The Contractor shall provide a Monthly Prevalence Walks Report by each institution which includes:

- Prevalence Walk Blood Borne Pathogens and Post Exposure Prophylaxis Form- DC4-788A
- Prevalence Walk--Biomedical Waste—DC4-788B
- Prevalence Walk—Refrigerators—DC4-788C
- Prevalence Walk—Needle Collection Procedures – DC4-788D
- Prevalence Walk—Isolation—DC4-788E
- Prevalence Walk—Fluid, Disinfectants, Antiseptics, and Medications – DC4-788F
- Prevalence Walk—Under Sink Storage—DC4788G
- Prevalence Walk—Environment—DC4-788H
- Prevalence Walk—Ice Machines—DC4-788J
- Prevalence Walk—Hand Washing Practices—DC4-788K
- Prevalence Walk-Hand Sanitizer and Hand Lotion Inventory-DC4-788L

3.32.5.4 Monthly Communicable Disease Report: The Contractor shall provide a Monthly Communicable Disease Report by each institution which includes a summary of any identified communicable disease outbreaks, including surveillance data and actions to prevent future outbreaks.

3.32.5.5 Monthly EOS HIV Lab Test Report: The Contractor shall provide a Monthly EOS HIV Lab Test Report by each institution which includes the number of EOS HIV lab tests completed the previous month.

3.32.5.6 Monthly Inmate TST Report: The Contractor shall provide a Monthly TST Disease Report by each institution which includes a summary of TST testing of inmates in accordance with HSB 15.03.18.

3.32.5.7 Monthly Employee TST Report: The Contractor shall provide a Monthly TST Disease Report by each institution which includes a summary of TST testing of employees in accordance with Procedure 401.015.

3.32.5.8 Monthly Antibiotic Resistant Organism Report: The Contractor shall provide a Monthly Antibiotic Resistant Organism Report (DC4-546D) by each institution in accordance with Infection Control Manual.

3.32.5.9 Monthly Dialysis Infection Control Report: The Contractor shall provide a Monthly Dietary Compliance Report (DC4-669) by each institution in accordance with Infection Control Manual.

3.32.5.10 Monthly Dietary Compliance Report: The Contractor shall provide a Monthly Dialysis Infection Control Report (DC4-539E) by each institution in accordance with Procedure 401.009.

3.32.5.11 Monthly Inmate Health Education Report: The Contractor shall provide a Monthly Inmate Health Education Report (DC4-801) by each institution in accordance with Procedure 403.008.

3.32.5.12 Monthly Infection Control Tables I & II Report: The Contractor shall provide a Monthly Infection Control Tables I & II (DC4-539B) and Infection Control Table IV (DC4-539D) by each institution in accordance with Infection Control Manual.

3.32.5.13 Quarterly Vaccine Report: The Contractor shall provide a Quarterly Vaccine Report (DC4-539F) in accordance with Infection Control Manual.

3.32.6 Nursing Services Reporting

3.32.6.1 Quarterly Mock Medical Code Blue Critique Report: The Contractor shall provide a Quarterly Mock Med Code Blue Critique (DC4-677) in accordance with HSB 15.03.22.

3.32.6.2 Quarterly Medical Code 99 Emergency Work Sheet Report: The Contractor shall provide a Quarterly Med Code 99 Emergency Work Sheet (DC4-679) in accordance with HSB 15.03.22.

3.32.6.3 Quarterly Impaired Inmate Meeting Report (including meeting): The Contractor shall provide a Quarterly Impaired Inmate Meeting Report with minutes in accordance with HSB 15.03.25.

3.32.6.4 Annual Disaster Plan Drill Report: The Contractor shall provide an Annual Disaster Plan Drill Report in accordance with HSB 15.03.06.

3.32.6.5 Annual Emergency Preparedness Roster: The Contractor shall provide an Annual Emergency Preparedness Roster in accordance with HSB 15.03.06.

3.32.7 Outbreak/Communicable Disease Reporting

3.32.7.1 Summary of Infection Control Investigation Table V Report: The Contractor shall provide an immediate Summary of Infection Control Investigation Table V Report (DC4-539) by each institution in accordance with Infection Control Manual.

3.32.7.2 Summary Outbreak Report: The Contractor shall provide an immediate Summary Outbreak report (DC4-539A) by each institution in accordance with Infection Control Manual.

3.32.7.3 Summary Tuberculosis INH Information Summary Report: The Contractor shall a provide Tuberculosis INH Health Information Summary Report (DC4-758) by each institution completed before end of sentence in accordance with HSB 15.03.18.

3.32.7.4 Summary HIV/Aids Health Information Summary Report: The Contractor shall a provide HIV/Aids Health Information Summary Report (DC4-682) by each institution completed before end of sentence in accordance with HSB 15.03.18.

3.32.7.5 Summary Bloodborne Pathogen Report: The Contractor shall provide a Inmate Bloodborne Pathogen Report (DC4-798) by each institution in accordance with Bloodborne Pathogen Manual.

3.32.8 Monthly Mental Health Reporting

3.32.8.1 Aftercare Status Report: The Contractor shall provide a monthly Aftercare report in accordance with HSB 15.05.21.

3.32.8.2 Mental Health Emergency and Admission/Discharge Reports: The vendor shall provide OHS with monthly reports that include information about mental health emergencies, incidents of self-harm behavior, admissions/discharges from inpatient units, and admissions/discharges from infirmary care for inmates on Self-Harm Observation Status.

3.32.8.3 Outside Medical Care Report: The vendor shall also provide OHS with a written mental health summary in a format designated by OHS for all inmates who engage in self-injurious behaviors that result in transportation to an outside medical facility.

3.32.9 Monthly Administrative Reporting

3.32.9.1 Monthly Staffing Report: The Contractor shall provide a Monthly Staffing Report by each institution which includes, but not limited to, position title, staff member's name, position number, date of hire, full or part time hours, start date, shift, vacant date and penalty date.

3.32.9.2 Monthly Personnel Action Report: The Contractor shall provide a Monthly Personnel Action Report by each institution which includes a summary of any personnel actions, positive and/or

negative, taken on an employee. In addition, the report shall include a summary of FCIC/NCIC/E-Verify conducted on employees during the month. The report shall not include protective data or any references that are in violation of federal and/or state law.

3.32.9.3 Monthly Medical Equipment Report: The Contractor shall provide a Monthly Medical Equipment Report by each institution which includes a summary of any medical, dental and/or non-medical equipment.

3.32.9.4 Quarterly Inspection/Survey/Certification Report: The Contractor shall provide a Quarterly Inspection/Survey/Certification Report by each institution which includes a summary of any inspections/surveys conducted at the institution directly or indirectly involving health services, to include outcomes and any corrective action plans.

3.32.9.5 Monthly Inmate Refusal Report: The Contractor shall provide a Monthly Inmate Refusal Report by each institution which includes a summary of any inmate's refusal of healthcare. The report shall not include protective data or any references that are in violation of federal and/or state law.

3.32.9.6 Quarterly Cost Report: The Contractor shall provide a quarterly a report of its operating costs to include, at a minimum, employee salaries and benefits, ancillary services, medication, and medical supplies used for each institution. These cost reports should be submitted in a format approved by the Contract Manager. Any changes made to this format by the Department during the term of the contract shall also be made by the Contractor.

3.32.10 Utilization Reporting Requirements

3.32.10.1 Monthly Reports: The Contractor shall provide to the Contract Manager a monthly report by the tenth (10th) business day each month for the preceding month:

1. Daily Inpatient Hospital Reporting by Diagnostic Related Groups (DRG)/Current Procedural
2. Terminology (CPT) Data Elements
3. Diagnostic Related Grouping Codes for Admission, On-going Length of Stay and Discharge
4. Inmate procedures report by DRG/CPT Coding, by Facility, by Provider
5. Inpatient Days per Month
6. Average Length of Stay
7. Routine/Urgent Consult Status Reporting to include:
   a. Number of days from "request for medical care" (consult) to "seen"
   b. Number of cancelled appointments by network provider
   c. Number of cancelled appointments by institutions due to security issues

3.32.10.2 Quarterly Reports The Contractor shall provide to the Contract Manager a quarterly report by the tenth (10th) business day of January, April, July and October reflecting the following cumulative information gathered over the previous calendar quarter or portion thereof:

1. Identification of Outliers, Variance/Variability based on DRG to Length of Stay
2. Identification of Patterns of Prescribing and Trends Analysis
3. Data Cost Analysis of services provided and comparative data for indicators measured with the goal of cost containment.
4. Cost per Day – Inpatient Hospital, Inpatient at RMC, Infirmary Care
5. Cost per Surgical Case and/or Surgical Procedure
6. Cost by Diagnostic Codes, Provider, Facility, Region, and Inmate
7. Summary report of Unauthorized / Disapproved Claims with explanation

3.32.11 Other Reporting Requirements

3.32.11.1 Quality Management Reports: The Contractor shall ensure all Clinical Quality Management Reports as further described in Quality Management series, including Mortality Review, Risk Management and Infectious Disease reporting, as applicable, are properly completed and submitted as directed in the respective Health Service Bulletins, to the Contract Manager and Quality Management section in Central Office-Office of Health Services.

3.32.11.2 The Contractor shall comply with applicable continuing reporting requirements as determined by the Assistant Secretary of Health Services or designee for reports to and from the Department and the Healthcare Contract Monitor.

3.32.11.3 The Contractor shall provide a quarterly report listing all contractor-employed credentialed providers to the Contract Manager. This report will include the provider name, health care license type and status, job title, privileges granted, credentialing status, date started at a Department facility and date no longer working at a Department facility if the contractor employee started or ceased providing services during the reporting period.

3.32.11.4 The Contractor shall self-monitor compliance with the performance measures listed in Section 3.34 of this solicitation and provide one quarterly report indicating the compliance rates for each institution. The report shall also note any steps taken to correct areas of service where the compliance rate falls below the threshold. This self-monitoring is in addition to any performance measure monitoring to be conducted by the Department. This self-monitoring report will be due to the contract manager no later than twenty-one days after the end of each quarter.

3.32.11.5 AdHoc Reports: The Department reserves the right to require additional reports, adhoc reports, information pertaining to Contract compliance or other reports or information that may be required to respond to grievances, inquiries, complaints and other questions raised by inmates or other parties. The Contractor shall submit the report or information in not less than seventy-two (72) hours after receipt of the request. When time is of the essence, the Contractor shall make every effort to answer the request as soon as possible so that the Department can respond to the authority or party making the request.

3.33 Contract Termination Requirements

If, at any time, the Contract is canceled, terminated or otherwise expires, and a Contract is subsequently executed with a firm other than the Contractor, or service delivery is resumed by the Department, the Contractor has the affirmative obligation to assist in the smooth transition of Contract services to the subsequent Contractor (or to the Department). This includes, but is not limited to, the development of a Department approved transition plan that includes health record updates and disposition, identification of hospitalized inmates, inventories of equipment and supplies (pharmaceuticals, if applicable, etc.), disposition of employee health and safety training education and immunization records, and final submission of all required monthly, quarterly, and annual reports. The Contractor shall work with the Department during that time to coordinate the phase-out schedule, with the understanding that as institutions are removed from the Contract, the Contractor understands that its revenue will drop. The Contractor shall make timely provision of all contract-related documents and information, not otherwise protected from disclosure by law to the replacing party.

The Contractor shall submit a transition plan to the Contract Manager no less than one hundred and twenty (120) days prior to intended contract termination by the Contractor outlining steps for transition of service upon contract expiration or in the event of contract termination. The plan shall set forth the date and time of transfer of responsibility by the Contractor to the entity assuming service, with a schedule for each institution as well as a transfer plan for any inmates in outside hospitals at the time of transition. Failure to timely submit the transition plan shall result in forfeiture of ten percent (10%) of the final monthly payment. In addition, upon the expiration date of the Contract, the Contractor shall provide inventories of equipment consistent with the levels and types of inventories provided upon Contractor's initial assumption of services under the Contract.

3.34 Contractor's Performance

The Department desires to contract with a provider who clearly demonstrates its willingness to be held accountable for the achievement of certain performance measures in successfully delivering services under the Contract resulting from this RFP.

The monitoring of comprehensive health service delivery will take place four (4) times a year. The audit will be performed by the Department's Office of Health Services.

3.34.1 Performance Outcomes, Measures, and Standards

The Department's Office of Health Services will monitor Contractor's performance in a continuous and ongoing effort to ensure compliance with requirements of the contract commencing 90 days after the initiation of this contract. These requirements and/or expectations will be based on the current ACA Standards for Health Care Performance Based Standards and Expected Practices and/or NCCHC Standards, the inmate health services RFP/Contract specifications and the Department's Policies and Procedures. The Contractor will provide the Department's Office of Health Services with all medical, dental and mental health records; logbooks; staffing charts; time reports; inmate grievances; and other reasonably requested documents required to assess the contractor's performance. Actual performance will be based on a statistically-significant sample compared with pre-established performance criteria. An audit by the Department will be performed quarterly to assess contract compliance. The following is a summary of general performance indicators. These indicators do not represent the complete description of the Contractor's responsibility. The Department reserves the right to add/delete performance indicators as needed to ensure the adequate delivery of healthcare services. Performance criteria include, but are not limited to, the following contract deliverables:

3.34.1.1 MEDICAL SERVICES

3.34.1.1.1 Access to Care

1. Inmates have access to care to meet their serious medical, dental, and mental health needs.

   Outcome: Inmates have access to care in a timely manner with referral to an appropriate clinician as needed.
   Measure: Documentation by DC4-698B, DC4-698A, and the Call Out Schedule (OBIS).
   Standard: Achievement of outcome must meet one hundred percent (100%) of chart reviews.
   Reference: Procedure 403.006, HSB 15.05.20 and HSB 15.03.22.

2. All inmates receive information regarding access to care procedures immediately upon arrival at reception and at new facility in a language that is understandable to them.

   Outcome: A comprehensive health services orientation will be completed upon arrival.
   Measure: Documentation by DC4-773 and/or OBIS and inmate receives Health Services Inmate Orientation Handbook
   Standard: Achievement of outcome must meet one hundred percent (100%) of inmates receives information regarding access to care and have documentation in the record to support it.
   Reference: Procedures 403.008, 401.014, HSB 15.01.06

3.34.1.1.2 Refusal of Health Care Services

Process for refusal of health care services by inmates and the documentation of inmate-initiated decision to decline a procedure/treatment that a health care clinician has indicated is medically necessary.

Outcome: Inmates are provided a process for refusal of health care and the documentation thereof.
Measure: Refusal noted in OBIS; Documentation by DC4-711A
Standard: Achievement of outcome must meet ninety percent (90%) of record and OBIS reviews.
Reference: Procedure 401.002

3.34.1.1.3 Reception, Transfers and Continuity of Care

1. All inmates receive an initial intake screening by a nurse.

   Outcome: All inmates have an Initial Intake Screening completed by a nurse upon entry.
   Measure: Complete documentation in health record via Computer-Assisted Reception Process (CARP)
   Standard: Achievement of outcome must meet one hundred percent (100%).
   Reference: Procedure 401.014

2. A proper medical health appraisal is provided to inmates upon reception

   Outcome: Every newly committed inmate will receive a complete medical health appraisal within fourteen (14) days of arrival at the reception center
   Measure: Completed DC4-707
   Standard: Achievement of outcome must meet one hundred percent (100%) of record reviews.
   Reference: Procedure 401.014 and Health Services Bulletin 15.01.06

3. Health Classification - Identify medical, mental health, work, transportation, and impairment status of inmates.

   Outcome: Inmates will be assigned an appropriate grade identifying his/her Medical, Mental Health, Work, Transportation, Impairment status; and single dose medication requirement if appropriate. The Health Classification grade will be updated when inmate's condition or need changes.
   Measure: Documentation by DC4-706 and Documentation of Health Classification in OBIS
   Standard: Achievement of outcome must meet ninety five percent (95%) of record reviews.
   Reference: Procedure 401.014, HSB 15.01.06, HSB 15.03.13

4. Transfer/Arrival Summary: Continuity of care is provided when movement/transfer of inmates occur through the transfer of inmate comprehensive health records, confidential maintenance of health information, and required medications.

   Outcome: Transfer section is completed by the sending institution and the Arrival Summary is completed by the receiving institution upon arrival.

Measure: Completed DC4-760A
Standard: Achievement of outcome must meet ninety five percent (95%).
Reference: Procedure 401.017, 401.014

5. Continuity of Care: Inmates referred to a clinician during the Initial Intake Screening are provided with appropriate care.

   Outcome: Inmates who are referred to a clinician are seen by an appropriate level clinician in accordance with established guidelines for routine, urgent and emergent care.
   Measure: Completed DC4-701
   Standard: Achievement of outcome must meet one hundred percent (100%) of records reviewed.
   Reference: Procedure 401.014

6. Inmates have continuity of prescribed medication.

   Outcome: Inmates that have a current prescribed medication/s when arriving to the new institution have continuity of medication.
   Measure: Completed DC4-760A and DC4-701A
   Standard: Achievement of outcome must meet one hundred percent (100%) of records reviewed.
   References: Procedure 401.017

7. Medication Administration

   a. Outcome: Inmates are administered medication as ordered by the Clinician
      Measure: DC4-701A
      Standard: Achievement of outcome must meet one hundred percent (100%).
      Reference: Procedure 403.007 *Medication Administration and Refusals*

   b. Outcome: Medications are documented on the DC4-701A *Medication and Treatment Record*. Each dose of medication not administered is circled and an explanation written on the back of the DC4-701A.
      Measure: DC4-701A
      Standard: Achievement of outcome must meet ninety percent (95%).
      Reference: Procedure 403.007 *Medication Administration and Refusals*

3.34.1.1.4 Pre-Release Planning

All Inmates are offered HIV testing prior to End of Sentence (EOS)

Outcome: All inmates are offered an HIV Test prior to the EOS Date unless the inmate has a previous positive HIV Test Result on file.
Measure: Documentation of an HIV test result, signed consent or refusal in medical record.
Standard: Achievement of outcome one hundred percent (100%).
Reference: Section 945.355, Florida Statutes

3.34.1.1.5 The Problem List in medical record documents inmate's current medical problems

Outcome: Inmate medical record has an up to date Problem List.

Measure: Current medical, mental or dental issues are documented on the Problem List "DC4-730" in the medical record.
Standard: Achievement of outcome must meet ninety percent (90%).
Reference: Procedure 401.014

3.34.1.1.6 Specialized Medical Care

1. Inmates who need specialized care that cannot be provided by the contractor will receive a specialty consultation appointment as clinically indicated.

   Outcome: Provide specialty consultation appointments.
   Measure: A completed Consultation Request/Consultant Report Form "DC4-702" in the record and a log that reflects appointments are made in accordance with established guidelines for routine, urgent and emergent care.
   Standard: Achievement of outcome ninety-five percent (95%).
   Reference: HSB 15.09.04

2. Follow up care after Specialty Consultation

   Outcome: Inmates seen by a specialist will have the Consultant Report reviewed by the clinician. The clinician will either approve recommended procedure/treatment or recommend alternative clinically appropriate treatment options and discuss them with the inmate.
   Measure: Completed Consultation Request/Consultant Report Form "DC4-702" Chronological Record "DC4-701 for entry by clinician of clinically appropriate procedure/treatment and communication with inmate record review for procedure/treatment implementation.
   Standard: Achievement of outcome one hundred percent (100%)
   Reference: HSB 15.09.04.

3.34.1.1.7 Hunger Strikes

Outcome: The Chief Health Officer at the institution is responsible for the treatment of inmates on hunger strike.
Measure: Documentation of appropriate medical interventions as outlined in Procedure 403.009, Management of Hunger Strikes.
Standard: Achievement of outcome must meet one hundred percent (100%).
Reference: Procedure 403.009

3.34.1.1.8 Prescribed Therapeutic Diets

Outcome: Therapeutic Diets are prescribed by a clinician.
Measure: Diet Prescription/ Order "DC4-728" signed by clinician.
Standard: Achievement of outcome must meet ninety five percent (95%).
Reference: Procedure 401.009

3.34.1.1.9 Documentation

Staff is to provide appropriate documentation of health care treatments, diagnostics, services and related health care issues.

Outcome: Documentation is complete and legible in accordance with policy and procedure.

Measure: Documentation on all forms is in accordance with policy.
Standard: Achievement of outcome ninety five percent (95%).
Reference: Nursing Manual and Florida Statute 458.331

3.34.1.1.10 Chronic Illness Clinics

Inmates with a Chronic Illness will be seen in a Chronic Illness Clinic (CIC) at the appropriate interval as determined by the HSB and physician.

Chronic illness clinics include, but are not limited to:

Immunity	Cardiac
Gastrointestinal	Endocrine
Neurology	Respiratory
Oncology	Miscellaneous

1. Outcome: Inmates will be assigned to the appropriate chronic illness clinic based on clinical need.
   Measure: DC4-701F
   Standard: Achievement of outcome ninety five percent (95%)
   Reference: HSB 15.03.05

2. Outcome: Inmate in chronic illness is seen by the clinician in accordance with HSB and clinical need.
   Measure: DC4-701F
   Standard: Achievement of outcome ninety five percent (95%)
   Reference: HSB 15.03.05

3. Outcome: Lab results are available to the clinician prior to chronic illness appointment.
   Measure: Documentation that lab results were available in the medical record.
   Standard: Achievement of outcome ninety five percent (95%)
   Reference: HSB 15.03.05

4. Outcome: Appropriate Flow Sheet was completed during chronic illness clinic appointment
   Measure: Completed appropriate DC4-770
   Standard: Achievement of outcome ninety five percent (95%)
   Reference: HSB 15.03.05

3.34.1.1.11 Lab testing and results

1. Outcome: All diagnostic tests are obtained as prescribed or clinically indicated.
   Measure: Documentation of orders on DC4-701, DC4-714B.
   Standard: Achievement of outcome must meet ninety five percent (95%)
   Reference: HSBs 15.03.04 and 15.05.20

2. Outcome: Clinician reviews results of diagnostic test
   Measure: Results are initialed by a clinician indicating review
   Standard: Achievement of outcome must meet ninety five percent (95%)
   Reference: HSB 15.03.05; TI 15.03.39, HSB 15.05.20

3. Outcome: Clinician orders and implements plan of care for abnormal diagnostics.
   Measure: Documentation of plan and implementation on the DC4-701.
   Standard: Achievement of outcome must meet one hundred percent (100%).
   Reference: HSB 15.03.05; TI 15.03.39 and HSB 15.03.24

4. Outcome: Lab results and diagnostics are available to the clinician prior to appointment.
   Measure: Documentation that lab results were available in the health record, DC4-701.
   Standard: Achievement of outcome (100%)
   Reference: HSBs 15.03.24, 15.03.04

3.34.1.1.12 OB/GYN Care

1. Outcome: Pregnant inmates are assigned a medical grade M-9.
   Measure: Documentation reflects medical grade M-9 on DC4-706, Health Profile Sheet.
   Critical Standard: Achievement of outcome must meet one hundred percent (100%).
   Reference: TI 15.03.39

2. Outcome: Pregnant inmates are seen by a licensed physician for obstetrical care.
   Measure: Completed DC4-701F in Health record
   Standard: Achievement of outcome must meet one hundred percent (100%).
   Reference: TI 15.03.39

3. Outcome: All pregnant inmates will be offered HIV testing
   Measure: HIV test result or signed refusal DC4-711 A in the Health Record.
   Standard: Achievement of outcome must meet one hundred percent (100%).
   Reference: Section 384.31, Florida Statutes, Rule 64D-3.019 Florida Administrative Code, TI 15.03.39

4. Outcome: All pregnant inmates will have a hepatitis B (HBsAg) test at the initial prenatal visit and at twenty eight (28) weeks to thirty two (32) weeks gestation.
   Measure: Hepatitis B test result or signed refusal DC4-711A in the Health Record.
   Standard: Achievement of outcome must meet one hundred percent (100%)
   Reference: Section 384.31, Florida Statutes, Rule 64D-3.019, Florida Administrative Code, TI 15.03.39

5. Outcome: All pregnant inmates will have a syphilis test at the initial prenatal visit and at twenty eight (28) weeks to thirty two (32) weeks gestation.
   Measure: Syphilis test result or signed refusal DC4-711A in the Health Record.
   Standard: Achievement of outcome must meet one hundred percent (100%)
   Reference: Section 384.31, Florida Statutes, Rule 64D-3.019, Florida Administrative Code, TI 15.03.39

6. Outcome: All pregnant inmates will receive counseling including a discussion concerning the risk to the infant and the availability of treatment for HIV, hepatitis B and syphilis prior to testing.

Measure: Documentation that counseling, discussion or a signed refusal DC4-711A is in the Health Record
Standard: Achievement of outcome must meet one hundred percent (100%).
Reference: Section 384.31, Florida Statutes, Rule 64D-3.019, Florida Administrative Code, TI 15.03.39

7. Outcome: Breast examination self-examination, and professional examination are in accordance with those of the United States Preventive Services Task Force (USPSTF).
   Measure: Complete documentation on DC4-686 in the Health Record.
   Standard: Achievement of outcome must meet one hundred percent (100%)
   Reference: HSB 15.03.24

8. Outcome: Routine screening mammograms are performed in accordance with policy.
   Measure: Mammogram result or signed refusal is in the Health Record.
   Standard: Achievement of outcome must meet ninety five percent (95%).
   Reference: HSB 15.03.24

9. Outcome: Mammography shall be performed on all inmates with suspicious breast masses or lumps.
   Measure: Mammogram result or signed refusal is in the Health Record.
   Standard: Achievement of outcome must meet one hundred percent (100%).
   Reference: HSB 15.03.24

10. Outcome: Complete routine Pap smear per policy.
    Measure: Completed DC4-686 or signed refusal in the Health Record.
    Standard: Achievement of outcome must meet ninety five percent (95%).
    Reference: HSB 15.03.04

3.34.1.1.13 Sick Call hours/Access to care

1. Information is provided to inmates on access to care and sick call hours at reception and new assignment to a facility.

   Outcome: Medical will post sick call and pill line hours in English and Spanish in the Housing Dorms and Medical Unit. Sick call hours will not be held after dark.
   Measure: Observation: Sick Call and Pill Line Hours posted in English and Spanish in the Housing Dorms and Medical Unit.
   Standard: Achievement of outcome must meet one hundred percent (100%).
   Reference: Procedure 403.006

2. Sick Call Request process

   a. Outcome: No inmate is denied access to sick call. Inmate may submit a sick call request seven (7) days a week if the inmate is in confinement, and five (5) days a week in a clinic setting.
      Measure: Sick call request form DC4-698A or sign up List DC4-698B
      Standard: Achievement of outcome must meet ninety five percent (95%)
      Reference: Procedure 403.006

   b. Outcome: Sick call request is triaged by a nurse daily and prioritized as (1) Emergent, (2) Urgent or (3) Routine.

Measure: Documentation by nurse on sick call request form DC4-698A and DC4-698B.
Standard: Achievement of outcome must meet ninety five percent (95%)
Reference: Procedure 403.006

c. Outcome: The inmate's sick call request is scheduled and followed up according to priority. All emergencies are seen immediately.
Measure: DC4-698A, DC4-698B, DC4-683 Series
Standard: Achievement of outcome must meet ninety five percent (95%)
Reference: Procedure 403.006

3. Sick Call Referral process

Outcome: All inmates who come to sick call on the third (3rd) time with the same complaint (unless it is scheduled) will be referred and evaluated by a clinician.
Measure: Documentation on DC4-701 by clinician for sick call complaint.
Standard: Achievement of outcome must meet one hundred percent (100%)
Reference: Procedure 403.006

3.34.1.1.14 No Show for medical appointments, etc.

Outcome: Inmates who do not come for scheduled appointments and/or medication will be reported to security.
Measure: Documentation on the No Show Call Out Log "DC4-701L" and signed refusal and/or entry in OBIS of No Show or documentation of refusal on the Medication Administration Record.
Standard: Achievement of outcome must meet one hundred percent (100%)
Reference: Procedure 403.007

3.34.1.1.15 Specialty Care

1. Wound prevention and care

Outcome: Prevention of and care for inmate's wounds in accordance with the Wound Program in the Infection Control Manual Chapter XXII.
Measure: Complete documentation DC4-683W, DC4-804, DC4-803, DC4-805, DC4-701A
Standard: Achievement of outcome must meet ninety five percent (95%).
Reference: Infection Control Manual Chapter XXII

2. Palliative Care

Outcome: Provide palliative care for inmates when clinically indicated.
Measure: Palliative Care provided as outlined in 15.02.17
Standard: Achievement of outcome must meet one hundred (100%).
Reference: TI 15.02.17

3. Vision Care

a. Outcome: All inmates will receive a vision screening during the reception process, routine, emergent screening based on inmate need.

Measure: Documented vision screening at reception, routine, emergent in medical record.
Screening performed with glasses and without glasses when applicable
Standard: Achievement of outcome must meet one hundred percent (100%).
Reference: HSB 15.02.10

b. Outcome: Optometry consults will be provided to inmates based on their visual acuity.
Measure: Documented Consultation Request optometry for visual acuity of 20/60 or worse in either eye OR uncorrected near vision of 20/60
Standard: Achievement of outcome must meet one hundred percent (100%).
Reference: HSB 15.02.10

c. Outcome: Ophthalmology consults will be provided to inmates based on specific eye/vision complaints
Measure: Documentation of referral to an ophthalmologist for diagnosis and treatment for all inmates with complaints of new onset of diplopia, sudden onset of flashes or floaters, loss of part or all of vision in either eye, blurred vision, pain in or around the eye/s, or acute/intermittent/chronic red eye.
Standard: Achievement of outcome must meet one hundred percent (100%).
Reference: HSB 15.02.10

3.34.1.1.16 Auditory Care

Outcome: Provide proper auditory evaluation, prevention and care to inmates that include the treatment and /or the appropriate corrective systems to inmates.
Measure: Documentation in medical record that hearing complaints/deficits were evaluated by a clinician
Standard: Achievement of outcome must meet one hundred percent (100%)
Reference: HSB 15.03.27

3.34.1.1.17 Emergency Services, Emergency Plan and Training

1. Outcome: There is a plan for the immediate response and care of inmates with medical, dental and mental health emergencies.
Measure: Documentation of DC4-701C, appropriate DC4-683 Nursing Protocol or appropriate DC4-701 SOAPE note
Standard: Achievement of outcome must meet one hundred percent (100%)
Reference: HSB 15.03.22

2. Outcome: There is an institutional health services emergency plan that includes emergency twenty four (24) hour coverage
Measure: Documentation on DC4-680, DC4-679
Standard: Achievement of outcome must meet one hundred percent (100%)
Reference: HSB 15.03.06, HSB 15.03.22

3. Outcome: Training for emergency care of inmates will be provided to all health care staff
Measure: Documentation on DC2-901, DC4-678, DC4-677, First Aid Training, CPR/AED Certification
Standard: Achievement of outcome must meet one hundred percent (100%)

Reference: HSB 15.03.22

3.34.1.1.18 Prison Rape and Elimination Act

Outcome: All Medical Staff receives training on the Prison Rape and Elimination Act Procedure and associated Health Services Bulletin.
Measure: Documentation on file that Medical Staff had training in PREA; compare employee roster with training documents
Standard: Achievement of outcome must meet one hundred percent (100%) of record reviews.
Reference: Federal Senate Bill 1435, Prison Rape Elimination Act (PREA), Florida Statute 944.35, Florida Administrative Code Chapter 33-602 and Sections 33-208.002 and 33-208.003, Prison Rape: Prevention, Elimination and Investigation 108.010 and Post-rape Medical Action, 15.03.36, DC4-683M.

3.34.1.1.19 Alleged Sexual Battery/Post-Rape Medical Action

Outcome: Medical Staff delivers care as outlined per policy to inmates who state they are the victim of an alleged sexual battery.
Measure: Completed DC4-683M
Standard: Achievement of outcome must meet one hundred percent (100%)
Reference: Procedure 108.010, HSB 15.03.36, DC4-683M

3.34.1.1.20 Infirmary services

A separately defined medical area/infirmary shall be maintained that provides organized bed care and services for patients admitted for twenty-four (24) hours or more and is operated for the expressed or implied purpose of providing nursing care and/or observation for persons who do not require a higher level of inpatient care.

1. Outcome: There will be a physician or designee on call for the infirmary twenty four (24) hours seven (7) days a week.
   Measure: Review on call-schedule. Physician (or designee) rounds performed and documented daily on either a DC4-714A or DC4-701.
   Standard: Achievement of outcome one hundred percent (100%).
   Reference: HSB 15.03.26

2. Outcome: Infirmary nursing services provided under the direction of a registered nurse.
   Measure: Staff schedule will have a registered nurse scheduled twenty four (24) hours seven (7) days.
   Standard: Achievement of outcome must meet one hundred percent (100%).
   Reference: HSB 15.03.26

3. Outcome: Inmates who exceed twenty three (23) hours of observation are admitted to the infirmary.
   Measure: Documentation of DC4-732 (nurse admit form), DC4-714B, 797E (infirmary log).
   Standard: Achievement of outcome must meet ninety five percent (95%).
   Reference: HSB 15.03.26

4. Outcome: Physician infirmary rounds made on a daily basis (Monday – Friday), except holidays.

Measure: Completed DC4-714A
Standard: Achievement of outcome must meet one hundred percent (100%).
Reference: HSB 15.03.26

5. Outcome: The initial nursing admission is completed with 2 hours of admission.
   Measure: DC4-684
   Standard: Achievement of outcome must meet one hundred percent (100%).
   Reference: HSB 15.03.26

6. Outcome: Nursing rounds are made every two hours in the infirmary.
   Measure: DC4-717
   Standard: Achievement of outcome must meet ninety-five percent (95%).
   Reference: HSB 15.03.26

7. Outcome: A discharge summary for an admitted inmate completed within 48 hours of discharge.
   Measure: Completed documentation on DC4-713B (DC4-657 for a mental health patient) completed by the physician (or designee) within 48 hours of discharge.
   Standard: Achievement of outcome must meet ninety five percent (95%).
   Reference: HSB 15.03.26

8. Outcome: Nurse will perform Infirmary Patient Assessment per policy.
   Measure: Completed documentation on DC4-684 three times a day unless order more frequently by clinician.
   Standard: Achievement of outcome must meet one hundred percent (100%).
   Reference: HSB 15.03.26, DC4-684

3.34.1.1.21 Periodic screening

Periodic screening provides evaluation and documentation of inmate/patient's health status and preventive health maintenance.

Outcome: Inmates receive a periodic screening.
Measure: Completed Periodic Screening DC4-541 in accordance with schedule outlined in Health Services Bulletin 15.03.04.
Standard: Achievement of outcome must meet ninety five percent (95%)
Reference: HSB 15.03.04

3.34.1.1.22 Pre-release Screening

Provide evaluation and documentation of inmate/patient's health status at time of release.

Outcome: Inmates receive screening by a clinician prior to release to Customs Enforcement, parole, placement in a work release facility or community correctional center.
Measure: Completed Pre-release DC4-549 original in medical record.
Standard: Achievement of outcome must meet one hundred percent (100%)
Reference: HSBs 15.03.04 and 15.03.29

3.34.1.1.23 Impaired inmate services, including inmate assistants for impaired inmates

1. Outcome: Inmates with impairments are placed in settings that can adequately provide for their healthcare treatment needs.
   Measure: Inmate impairment grade in record matches the Institution's impairment designation.
   Standard: Achievement of outcome must meet one hundred percent (100%)
   Reference: Procedure Transfer for Medical Reasons 401.016, Health Services Bulletin Impaired Inmate Services 15.03.25

2. Outcome: Inmates who are assigned to assist impaired inmates will receive required training.
   Measure: Complete documentation DC4-526
   Standard: Achievement of outcome must meet one hundred percent (100%).
   Reference: Health Insurance Portability and Accountability Act, Florida Administrative Code 33-210.201 and 33-401.701, Procedure 403.011

3.34.1.1.24 Special Housing

1. Outcome: Inmates in special housing receive a Pre-Confinement Physical.
   Measure: Completed Special Housing Appraisal or Pre-Confinement Physical "DC4-769"
   Standard: Achievement of outcome must meet one hundred percent (100%).
   Reference: Procedure 403.003, DC4-769

2. Outcome: Nursing staff make daily rounds in special housing.
   Measure: Documentation of daily rounds on Nursing Special Housing Rounds "DC4-696"
   Standard: Achievement of outcome must meet one hundred percent (100%).
   Reference: Procedure 403.003, DC4-696

3.34.1.1.25 Inmate Passes

Outcome: Inmate receives medical pass based on sound medical judgment.
Measure: Clinician documentation on the Chronological Record of Health Care DC4-701 supports need for pass.
Standard: Achievement of outcome must meet ninety five percent (95%)
Reference: HSB 15.02.16, DC4-701D

3.34.1.1.26 Post Use of Force

Outcome: A post use of force physical examination will be performed by nursing staff with notification and/or referral to a clinician as clinically indication.
Measure: Complete documentation on the Emergency Room Record "DC4-701C", Diagram of injury "DC4-708" and referral to clinician.
Standard: Achievement of outcome must meet one hundred percent (100%).
Reference: Rule 33-602.210, Florida Administrative Code ("Use of Force")

3.34.1.1.27 Medication Administration

Outcome: Medication is administered by nursing utilizing standard precautions and adherence to the six rights (inmate, time, medication, route, dose, documentation) of administration.
Measure: Observation and interview
Standard: Achievement of outcome must meet ninety-five percent (95%).

Reference: Nursing Standard

3.34.1.1.28 Tools and Sensitive Item Control

Outcome: Medical Staff will manage tools and sensitive items according to policy. Syringes, needles and medical tools are counted and kept secure.
Measure: Counts match Reserve Sharps Bulk Inventory DC4-765R and Syringes and Other Sharps DC4-Each shift of the Tool Site Inventory Log "DC6-284" is signed by medical staff.
Standard: Achievement of outcome must meet one hundred percent (100%).
Reference: Procedure 602.037

3.34.1.1.29 Infection Control and Communicable Disease

Outcome: Reportable diseases and conditions will be reported to the Department of Health.
Measure: Complete documentation on the DC4-710 and timely notification to the Department of Health.
Standard: Achievement of outcome must meet one hundred percent (100%).
Reference: Rule 64D-3, Florida Administrative Code, Infection Control Manual Chapter XII.

3.34.1.1.30 Inmate Communicable Disease Education

Provide inmates with education on human immunodeficiency virus, acquired immune deficiency syndrome, and other communicable disease.

Outcome: Inmates will be provided with Communicable Disease Education within seven (7) calendar days of inmate's arrival to each receiving institution
Measure: Date of education is entered in the Offender-Based Information System within seven (7) calendar days of inmate's arrival to each receiving institution.
Standard: Achievement of outcome must meet one hundred percent (100%).
Reference: Florida Statute 945.35, Procedure 403.008

3.34.1.1.31 Medical Isolation for Suspected Communicable or Infectious Disease

Inmate is placed in an isolation cell if suspected of having a communicable or infectious disease such as Tuberculosis, Chickenpox, etc.

Outcome: Any inmate diagnosed or suspected of having a communicable or infectious disease shall be isolated until rendered noninfectious.
Measure: Isolation precautions will be documented in the medical record.
Standard: Achievement of outcome must meet one hundred percent (100%).
Reference: Infection Control Manual Chapter XIII

3.34.1.1.32 Immunization Administration and Documentation

1. Outcome: During the reception process inmate's immunization history will be assessed and documented.
   Measure: Immunization history documented on the Immunization Record "DC4-710A".
   Standard: Achievement of outcome must meet ninety-five percent (95%)
   Reference: HSB 15.03.30

2. Outcome: Inmates will receive immunizations in accordance with established policy.
   Measure: Completed signed consent or refusal and documentation of Immunization on DC4 710-A.
   Standard: Achievement of outcome must meet ninety-five percent (95%)
   Reference: HSB 15.03.30.

3.34.1.1.33 Tuberculosis Program

1. Employee Tuberculosis Screening

   Outcome: All Department employees whose duties are expected to bring them into contact with inmates and for contract employees, who perform their duties in institutions, must be screened/tested for tuberculosis upon application or hire, as appropriate and screened/tested annually thereafter.
   Measure: Review monthly report DC4-782B for percentage of compliance of TST including results.
   Standard: Achievement of outcome must meet one hundred percent (100%)
   Reference: Procedure 401.015

2. Inmate Tuberculosis Screening

   Outcome: All inmates are screened for Tuberculosis with the Tuberculosis Symptom Questionnaire "DC4-520C"
   Measure: Documentation on the Tuberculosis Symptom Questionnaire "DC4-520 C" is complete.
   Standard: Achievement of outcome must meet ninety-five percent (95%)
   Reference: HSB 15.03.18

3. Inmate Tuberculosis Skin Testing

   Outcome: Inmates with no history of a previous positive Tuberculosis Skin Test (TST) results will have TST per schedule outlined in Health Services Bulletin 15.03.18.
   Measure: Documentation that scheduled TST's were noted on the Immunization record "DC4-710 A" results read in 48-72 hours and documented in millimeters (mm) of induration.
   Standard: Achievement of outcome must meet ninety-five percent (95%)
   Reference: HSB 15.03.18

3.34.1.1.34 Infection Control Surveillance and Monitoring

1. Prevalence walks will be performed by the Infection Control Nurse or designee.

   Outcome: Prevalence walks will be performed by the Infection Control Nurse or designee
   Measure: Complete documentation on Prevalence walk collection form DC4-788 series.
   Standard: Achievement of Outcome must meet ninety-five percent (95%).
   Reference: Infection Control Manual Chapter XI

2. Infection Control Nurse or designee will collect surveillance data on acute infections.

Outcome: Medical staff at all institutions will collect surveillance data on selected active, acute infections according to standard infection control surveillance procedures.
Measure: Complete documentation of all DC4 539 A Summary of Infection Control Investigations-Table V, DC4 539 B Infection Control Tables I and II, DC4 539 E Dialysis Unit Infection Control Report.
Standard: Achievement of Outcome must meet ninety-five percent (95%).
Reference: Infection Control Manual Chapter V

3. Management of Methicillin Resistant Staphylococcus Aureus

Outcome: Inmates will be screened for MRSA infection as outlined in chapter XIX of the Infection Control Manual
Measures: Review of medical record will have the following criteria met:

- Inmates undergoing intake medical screening will be carefully evaluated for skin infections. Inmates will be screened for infections at intake using the "Health Information Arrival Summary," DC4-760A.
- Inmates with skin infections will be referred to the medical unit and placed on callout for assessment and treatment as needed, "Medical Medication Appointment Slip," DC4-766 may be used.
- Inmates reporting to medical with a skin infection will be assessed using the "Skin and Rash Assessment," DC4-683W.
- Any inmate complaining of spider bites will be assessed for MRSA infection.

Standard: Achievement of Outcome must meet ninety-five percent (95%).
Reference: Infection Control Manual Chapter XIX

4. Bloodborne Pathogens

a. Outcome: All bloodborne pathogen exposure incidents must be assessed by medical to determine the significance and risk.
Measure: Review of DC4-798 (Bloodborne Pathogens Exposure – Screening Incident) and DC4-799 (Inmate Bloodborne Pathogen Exposure Report).
Standard: Achievement of Outcome must meet one hundred percent (100%).
Reference: Infection Control Manual Chapter XIX and Bloodborne Pathogen Exposure Control Plan

b. Outcome: Each facility will develop a Biomedical Waste Plan which addresses the definition, collection, storage, decontamination and disposal of regulated biomedical waste.
Measure: During site visit nurse will observe for Bio-Hazardous waste being placed in red bags and disposed of appropriately and inappropriate waste in red biohazard bags. Ref DC4-788B
Standard: Achievement of Outcome must meet one hundred percent (100%).
Reference: Bloodborne Pathogen Exposure Control Plan, Florida Administrative Code (F.A.C.)chapter 64E-16 and chapter 33, FDC Environmental Health and Safety Manual.

c. Outcome: The storage of "clean" supplies is prohibited in biomedical waste, storerooms except that unused supplies (e.g., red, yellow, water-soluble bags, unfilled biomedical waste containers) and cleaning chemicals and housekeeping supplies may be stored there).

Measure: Nurse will check biohazard store rooms for clean supplies during site visits.
Standard: Achievement of Outcome must meet one hundred percent (100%).
Reference: Bloodborne Pathogen Exposure Control Plan

5. Chest x-rays

Outcome: Chest x-rays (CXR) are completed on inmates who have tuberculosis symptoms or a documented positive TST conversion within the last two years and have either not received or completed treatment.
Measure: Documentation that CXR was completed within seventy two (72) hours of completion of DC4-520C and CXR reports
Standard: Achievement of outcome must meet one hundred percent (100%).
Reference: HSB 15.03.18

6. Tuberculosis Screening for HIV Positive Inmates

Outcome: Inmates with HIV or at risk of HIV infection will be appropriately screened for TB.
Measure: Documentation on DC4-710A Immunization record and DC4-520C Tuberculosis Symptom Questionnaire, Chest x-ray and/or AFB results if they were ordered.
Standard: Achievement of outcome must meet one hundred percent (100%).
Reference: HSB 15.03.18

7. Treatment of Latent Tuberculosis Infection

Outcome: Treatment of latent tuberculosis infection shall be considered for all inmates who have a positive skin test when active disease has been ruled out and there are no contraindications to treatment.
Measure: Review of DC4-710A Immunization record and DC4-520C Tuberculosis Symptom Questionnaire, DC4-719 Tuberculosis INH/Treatment for Latent TB Infection (LTBI) Follow-up Visit
Standard: Achievement of outcome must meet one hundred percent (100%).
Reference: HSB 15.03.18

8. Monthly monitoring Tuberculosis Clinic

Outcome: Monthly monitoring by the nurse or clinician if clinically indicated is to be initiated within two (2) weeks after the inmate has been started on INH or TB medications.
Measure: DC4-719 Tuberculosis INH/Treatment for Latent TB Infection (LTBI) Follow-up Visit, MAR(Medication Administration Record
Standard: Achievement of outcome must meet one hundred percent (100%).
Reference: HSB 15.03.18

9. Continuity of Tuberculosis Treatment at End of Sentence

Outcome: Notification to the Department of Health/County Health Department (DOH/CHD) of the status of an inmate's tuberculosis (TB)

evaluation, treatment, or treatment of latent tuberculosis infection (LTBI) when the inmate is released from a Department of Corrections facility.
Measure: DC4-758 Tuberculosis/INH Health Information Summary, DC4-711B Consent for Inspection and/or Release of Confidential Information.
Standard: Achievement of outcome must meet one hundred percent (100%).
Reference: HSB 15.03.18

10. Airborne Infection Isolation Room

Outcome: Inmates suspected of having infectious tuberculosis disease are isolated in an airborne infection isolation room (AIIR) until known to be non-infectious.
Measure: Completed documentation that supports that inmate was isolated
Standard: Achievement of outcome must meet one hundred percent (100%).
Reference: HSB 15.03.18, DC4-701, DC4-713A DC4-713B, DC4-713C, DC4-684DC4-714A

11. Respiratory precautions

Outcome: A surgical mask is worn by the inmate and a designated respiratory protective device (N-95) is worn by staff.
Measure: Observation and interview of inmate and staff that appropriate masks are worn.
Standard: Achievement of outcome must meet one hundred percent (100%).
Reference: Infection Control Manual, 15.03.18

12. Tuberculosis Contact Investigation

Outcome: A Tuberculosis contact investigation is initiated on all infectious cases of Tuberculosis. Final results of the contact investigation must be reported to Department of Health Bureau of TB and Refugee Health within one year of start date
Measure: Completed TB Contact Investigation documentation.
Standard: Achievement of outcome must meet one hundred percent (100%).
Reference: 15.03.18

13. Bloodborne Pathogen Exposure

a. Outcome: The Florida Department of Corrections Bloodborne Pathogen Exposure control plan is implemented at all institutions.
Measure: During site visit the nurse will check to see if bloodborne pathogen manual is accessible to staff
Standard: Achievement of outcome must meet one hundred percent (100%).
Reference: Bloodborne Pathogen Exposure control Plan

b. Outcome: Filled sharps containers is sealed and discarded as biomedical waste when three- fourths (¾) full or filled to the "FULL" line (if present) on the side of the container.
Measure: Inspection of sharps containers during site visit (DC4-788D)
Standard: Achievement of outcome must meet one hundred percent (100%).
Reference: Bloodborne Pathogen Exposure control Plan

c. Outcome: Personal protective equipment in appropriate sizes is available for use.
Measure: During site visits facilities will be checked for the presence of personal protective equipment.
Standard: Achievement of outcome must meet one hundred percent (100%).
Reference: Bloodborne Pathogen Exposure control Plan

d. Outcome: All institutions will have Post Exposure Prophylaxis medications available on site.
Measure: During site visit nurse will check for the presence of antiretroviral therapy for possible Human Immunodeficiency Virus (HIV) exposure and Hepatitis B vaccine for possible Hepatitis B exposure.
Standard: Achievement of outcome must meet one hundred percent (100%).
Reference: Bloodborne Pathogen Exposure Control Plan

3.34.1.1.35 Dialysis Services

1. Wait Time for Initial Requests

Outcome: Initial Requests for care shall not have wait times that exceed more than three (3) days unless due to inmate security risks.
Measure: The date of requested Initial Requests compared to the actual date of performance of the exam.
Standard: Achievement of outcome must meet minimum of one-hundred percent (100%).

2. Wait Time for Urgent Requests

Outcome: Urgent Request for care shall not have wait times that exceed more than two (2) days unless due to inmate security risks.
Measure: The date of requested Urgent Request compared to the actual date of performance of the exam.
Standard: Achievement of outcome must meet minimum of ninety-five percent (95%)

3. Pre-dialysis patient assessment

Outcome: Conduct pre-dialysis assessment of patient's vital signs, body weight, edema, and mental status.
Measure: The assessment data must be documented onto the patient's medical record.
Standard: Achievement of outcome must meet one hundred percent (100%)
Reference: Nephrology Nursing Standards of Care

4. Post-dialysis patient assessment

Outcome: Conduct post-dialysis assessment of patient's vital signs, body weight, edema, and mental status.
Measure: The assessment data must be documented onto the patient's medical record.
Standard: Achievement of outcome must meet one hundred percent (100%)
Reference: Nephrology Nursing Standards of Care

5. Timely Compliance with Medicare Certification Requirement

Outcome: All services shall comply with all requirements established for a Medicare End Stage Renal Disease (ESRD) provider.
Measure: Certification as established by the Centers for Medicare and Medicaid Services (CMS).
Critical Standard: Achievement of outcome must meet one hundred percent (100%).
Reference: Centers for Medicare and Medicaid Services

6. Compliance with Epidemiological Investigations/Infection Control Procedures/Reports/Audits

Outcome: All services shall comply with all requirements established for epidemiological/infection control procedures within a dialysis unit.
Measure: Services in compliance with established published national guidelines and requirements of the Centers for Medicare and Medicaid Services (CMS).
Critical Standard: Achievement of outcome must meet ninety five (95%) on a quarterly basis.
Reference: Centers for Medicare and Medicaid Services

3.34.1.2 MENTAL HEALTH SERVICES

3.34.1.2.1 Informed Consent

Outcome: All inmates receiving mental health treatment have a signed Consent for Treatment form or Affidavit of Refusal for Health Care Services in their health record or inpatient health record.
Measure: Documentation on DC4-663 Consent to Mental Health Evaluation or Treatment, DC4-649 Consent to Inpatient Mental Health Care, or DC4-711A Affidavit of Refusal for Health Care Services in the health record or inpatient health record.
Standard: Achievement of outcome must meet one hundred percent (100%).
Reference: HSB 15.05.14 Mental Health Services, Section VI. A.

3.34.1.2.2 Inpatient Referrals

Outcome: Mental health transfer request is completed in its entirety and adequately documents clinical need for the specific level of inpatient care requested.
Measure: Documentation by EF4-001 (electronic form) Medical Transfer Request in the health record; and DC4-657A, Transfer Summary for Inpatient Mental Health Care.
Standard: Achievement of outcome must meet ninety percent 90%.
Reference: 404.003 Mental Health Transfers, Section (4) (b).

3.34.1.2.3 Discharge from Inpatient/Infirmary Care

Outcome: Upon discharge from Isolation Management/CSU/TCU/CMHTF a Discharge Summary is completed and placed in inmate record.
Measure: Documented by DC4-657 Discharge Summary for Inpatient Mental Health Care in the health record.
Standard: Achievement of outcome must meet one hundred percent (100%).
Reference: HSB 15.05.05 Inpatient Mental Health Services, Section IV, B.

3.34.1.2.4 Isolation Management Rooms and Observation Cells

Outcome: Isolation Management Rooms are certified by authorized mental health staff for housing inmates at risk for self-harm.
Measure: Documentation on DC4-527 Checklist for Review of Isolation Management Room/Observation Cell retained by the institution.
Standard: Achievement of outcome must meet one hundred percent (100%).
Reference: Procedure 404.002 Isolation Management Rooms and Observation Cells; HSB 15.03.14, Standards for Isolation Management Rooms.

3.34.1.2.5 Access to Care (Mental Health)

1. Mental Health Assessment

Outcome: A comprehensive and systematic program for identifying inmates who are suffering from mental disorder is maintained.
Measure: Documentation by DC4-706 Health Services Profile, DC4-644 Intake Psychological Screening Report.
Standard: Achievement of outcome must meet one hundred percent (100%).
Reference: HSB 15.05.14 Mental Health Services, Section III. B.

2. Orientation

Outcome: Inmates in the general population, regardless of assigned mental health grade, are oriented to mental health services within eight (8) calendar days of arrival at a permanent institution.
Measure: Mental health orientation documented in OBIS.
Standard: Achievement of outcome must meet ninety five percent (95%).
Reference: HSB: 15.05.18 Outpatient Mental Health Services, Section VI. B.

3. Inmate Requests

Outcome: Inmate-initiated requests are responded to within ten (10) working days of receipt.
Measure: Documentation of incidental note on DC4-642 Chronological Record of Outpatient Mental Health Care and DC6-236 Inmate Request in the health record.
Standard: Achievement of outcome must meet ninety-five percent (95%).
Reference: HSB: 15.05.18 Outpatient Mental Health Services, Section V, A.

4. Inmate-Declared Emergencies/Emergent Staff referrals

Outcome: Inmate-declared emergencies and emergent staff referrals are responded to as soon as possible, but must be within four (4) hours of notification.
Measure: Documentation on DC4-642G Mental Health Emergency Evaluation, DC4-683A Mental Health Emergency Protocol, in the health record, and DC4-781A, Mental Health Emergency Log.
Standard: Achievement of outcome must meet one hundred percent (100%).
Reference: HSB: 15.05.18 Outpatient Mental Health Services, Section V. A.

3.34.1.2.6 Reception Center Services

1. Continuity of Care – Psychotropic Medications

Outcome: If the inmate was taking psychotropic medication immediately prior to transfer from the county jail, the screening medical staff person arranges for continuity of such care, until such time as the inmate is seen by psychiatric staff.
Measure: Documentation on DC4-701A Medication Administration Record in the health record.
Standard: Achievement of outcome must meet one hundred percent (100%).
Reference: 15.05.17 Intake Mental Health Screening at Reception Centers, Section V. A.

2. Psychiatry Referral – Past History

Outcome: If the inmate received inpatient mental health care within the past six (6) months or received psychotropic medication for a mental health disorder in the past thirty (30) days, a psychiatric evaluation is completed within 10 days of referral.
Measure: Documentation on DC4-655 Psychiatric Evaluation in the health record.
Standard: Achievement of outcome must meet one hundred percent (100%).
Reference: HSB 15.05.17 Intake Mental Health Screening at Reception Centers Section V.A.; Procedure 401.014 Health Services Intake and Reception Process Section (3) (a-b).

3. Intake Screening – Psychological Testing

Outcome: Intake screening psychological testing is completed within fourteen (14) days for all new admissions to a reception center.
Measure: Documentation on DC4-644 Intake Psychological Screening Report in the health record.
Standard: Achievement of outcome must meet ninety percent (90%).
Reference: HSB 15.05.17 Intake Mental Health Screening at Reception Centers, Section IV. B.

4. Suicide Profile

Outcome: If the clinical interview reveals information about past suicide attempts or if the results of the Beck Hopelessness Scale are nine (9) or higher, a DC4-646 Initial Suicide Profile is completed.
Measure: Documentation on DC4-646 Initial Suicide Profile in the health record.
Standard: Achievement of outcome must meet one hundred percent (100%).
Reference: HSB 15.05.17 Intake Mental Health Screening at Reception Centers, Section IV. B. 6.

5. Mental Retardation Classification

Outcome: The Wechsler Adult Intelligence Scale III or other non-abbreviated, reputable, individually administered intelligence test is administered when the WASI score is <76 or the adaptive behavior checklist rating is <35.
Measure: Documentation on DC4-644 Intake Psychological Screening Report in the health record.
Standard: Achievement of outcome must meet ninety percent (90%).

Reference: HSB 15.05.17. Intake Mental Health Screening at Reception Centers Section IV.B.4.

6. Prior Records

Outcome: Requests of past treatment records are briefly documented as an incidental note on DC4-642.
Measure: Documentation of incidental note on DC4-642 Chronological Record of Outpatient Mental Health Care in the health record
Standard: Achievement of outcome must meet ninety percent (90%).
Reference: HSB 15.05.17 Intake Mental Health Screening at Reception Centers, Section IX. C.

3.34.1.2.7 Treatment Planning

1. Outpatient Individualized Service Plan

Outcome: The initial individualized service plan is completed within 14 (calendar) days of the inmate being assigned a mental health classification of S-2 or S-3.
Measure: Documentation on DC4-706 Health Services Profile, DC4-643A (Parts I, II, and III) Individualized Service Plan in the health record.
Standard: Achievement of outcome must meet ninety percent (90%).
Reference: HSB: 15.05.11 Planning and Implementation of Individualized Mental Health Services, Section V. A.

2. Inpatient Individualized Service Plan

Outcome: An Individualized Service Plan (ISP) is initiated and approved by the MDST within 14 days of admission to TCU, 5 days of admission to CSU, and 7 days of admission to CMHTF.
Measure: Documentation on DC4-643A (Parts I, II, and III) Individualized Service Plan; DC4-714B Physician Order Sheet in the health record or inpatient health record.
Standard: Achievement of outcome must meet ninety percent (90%).
Reference: HSB 15.05.11 Planning and Implementation of Individualized Mental Health Services

3.34.1.2.8 Outpatient Mental Health Services

1. Case Manager Assignment

Outcome: Inmates with a mental health grade of S-2 or S-3 have a case manager designated within three (3) business days of arrival at a permanent institution.
Measure: Documentation of incidental note on DC4-642 Chronological Record of Outpatient Mental Health Care in the health record.
Standard: Achievement of outcome must meet ninety five percent (95%).
Reference: HSB: 15.05.11 Planning and Implementation of Individualized Mental Health Services; 15.05.18 Outpatient Mental Health Services, Section VII. A. ACA Standard 4-4370

2. Case Management

Outcome: Case management is conducted at least every 90 days
Measure: Documentation on DC4-642D Outpatient Mental Health Case Management in the health record.
Standard: Achievement of outcome must meet ninety percent (90%).
Reference: HSB: 15.05.18 Outpatient Mental Health Services, Section VII. C.

3. Level of Care

Outcome: Inmates with a current diagnosis of Schizophrenia or other psychotic disorders including disorders with psychotic features are maintained as a mental health grade of S-3 or higher.
Measure: DC4-706 Health Services Profile and DC4-643A (Parts I, II, and III) Individualized Service Plan in the health record.
Standard: Achievement of outcome must meet ninety five percent (95%).
Reference: HSB: 15.05.18 Outpatient Mental Health Services, Section VII. D.

3.34.1.2.9 Suicide and Self Injury Prevention

1. Suicide Prevention

Outcome: The number of suicide deaths per thousand inmates per fiscal year assigned to the facilities/region where the Contractor provides care will not exceed the Department's average rate of suicides per thousand inmates for the period from July 1, 2008 to June 30, 2011.
Measure: The number of inmate deaths by suicide per thousand inmates based on the average daily population during each fiscal year.
Standard: Suicide deaths per thousand inmates per fiscal year must be equal to or less than the Department's rate of suicides per thousand inmates for the preceding fiscal year.

2. Suicide and Self-Injury Prevention Training

Outcome: Mental health staff receives yearly suicide and self-injury prevention training.
Measure: Suicide and self-harm prevention training records.
Standard: Achievement of outcome must meet one hundred percent (100%).
Reference: Procedure 404.001 Suicide and Self-Injury Prevention, Section 9. A.

3. Self-Harm Observation Status Initial Orders

Outcome: For inmates placed on Self-harm Observation Status, there is an order documented in the infirmary record by the attending clinician.
Measure: Documentation on DC4-714B Physician's Order Sheet in the infirmary health record.
Standard: Achievement of outcome must meet one hundred percent (100%).
Reference: Procedure 404.001 Suicide and Self-Injury Prevention, Section (1) (d).

4. SHOS/IMR Observations

Outcome: Observations are completed and recorded by nursing according to the interval specified by the Clinician.
Measure: Documentation on DC4-650

Standard: Achievement of outcome must meet one hundred percent (100%)
Reference: Health Service Bulletin 404.001 *Suicide and Self Injury Prevention;* Health Service Bulletin 15.05.05 *Inpatient Mental Health Services*

5. Property Restrictions

Outcome: If the inmate's personal property is removed for reasons of safety, such property restrictions and the justifications are documented in the inmate's infirmary health record and reviewed at least every 72 hours to determine whether continuation of the restriction is necessary.
Measure: Documentation on DC4-714B Physician Order Sheet in the infirmary health record.
Standard: Achievement of outcome must meet one hundred percent (100%).
Reference: FAC 33-404.102

6. Self-harm Observation Status Observation Frequency

Outcome: There is documentation that inmates on Self-harm Observation Status are visually checked by appropriate staff at least once every fifteen minutes.
Measure: Documentation on DC4-650 Observation Checklist in the infirmary health record.
Standard: Achievement of outcome must meet one hundred percent (100%).
Reference: Procedure 404.001 Suicide and Self-Injury Prevention, Section (1) (d).

7. Daily Counseling

Outcome: Daily counseling by mental health staff (except weekend and holidays) is conducted and documented as a SOAP note.
Measure: Documentation on DC4-714A Infirmary Progress Record in the infirmary record.
Standard: Achievement of outcome must meet ninety five percent (95%).
Reference: Procedure 404.001 Suicide and Self-Injury Prevention, Section (4) (b) 10; HSB 15.03.26 Infirmary Services, Sections V. D. 1 and VII. D.

8. Infirmary Mental Health Care – Continued Stay

Outcome: The total duration of infirmary mental health care does not exceed fourteen (14) days before the inmate is discharged to a lower level of mental health care or referred to a higher level of care.
Measure: Documentation on DC4-714B Physician's Order Sheet in the infirmary health record.
Standard: Achievement of outcome must meet one hundred percent (100%).
Reference: Procedure 404.001 Suicide and Self-Injury Prevention Heading, Section (4) (c) 2. h.

9. Post-Discharge Continuity of Care

Outcome: Mental health staff evaluates relevant mental status and institutional adjustment at least at the following intervals: by the seventh (7th) and twenty-first (21st) day after discharge.

Measure: Documentation on DC4-642 Chronological Record of Outpatient Mental Health Care in the health record.
Standard: Achievement of outcome must meet ninety five percent (95%).
Reference: Procedure 404.001 Suicide and Self-Injury Prevention, Section (4) (e) 2.

3.34.1.2.10 Inpatient Mental Health Services

1. Case Manager Assignment

Outcome: The case manager is assigned within 72 hours of admission to CSU, TCU, or CMHTF (excluding weekends and holidays).
Measure: Documentation on DC4-642F Chronological Record of Inpatient Mental Health Care in the inpatient health record.
Standard: Achievement of outcome must meet one hundred percent (100%).
Reference: HSB 15.05.11 Planning and Implementation of Individualized Mental Health Services, Section IV. A. 3.

2. Psychiatric Evaluation at Intake

Outcome: All patients receive a psychiatric evaluation within 72 hours of admission.
Measure: Documentation on DC4-655 Psychiatric Evaluation in the inpatient health record.
Standard: Achievement of outcome must meet one hundred percent (100%).
Reference: HSB 15.05.05 Inpatient Mental Health Services, Section IV. B. 4. g.

3. Risk Assessment

Outcome: A risk assessment is completed within 72 hours of admission to a CSU by a team comprised of mental health staff, security staff, and classification staff.
Measure: Documentation on DC4-642F Chronological Record of Inpatient Mental Health Care in the inpatient health record.
Standard: Achievement of outcome must meet one hundred percent (100%).
Reference: HSB 15.05.05 Inpatient Mental Health Services, Sections IV. B. 4. i. and IV. B. 5. f; 33-404.108(5), F.A.C.

4. Planned Scheduled Services

Outcome: A minimum of 12 hours of planned scheduled services per week is available to each patient in a CSU and a TCU, and a minimum of 15 hours of planned scheduled services is available to each patient in a CMHTF.
Measure: Documentation on DC4-664 Mental Health Attendance Record or DC4-711A Affidavit of Refusal for Health Care in the inpatient health record.
Standard: Achievement of outcome must meet one hundred percent (100%).
Reference: Administrative Memorandum dated 7/8/2003, "Levels and Privileges System for Inpatient Mental Health Units".

5. Assessments

Outcome: Nursing observations are documented in accordance with established policy.
Measure: Documentation on DC4-530, DC4-531, DC4-692, DC4-642

Standard: Achievement of outcome must meet ninety percent (90%)
Reference: Health Service Bulletin 15.05.05 *Inpatient Mental Health Services*

3.34.1.2.11 Psychiatric Restraints

1. Physician Orders – Clinical Rationale

Outcome: Physician's orders document the clinical rationale for restraint.
Measure: Documentation on DC4-714B Physician's Order Sheet.
Standard: Achievement of outcome must meet one hundred percent (100%).
Reference: HSB 15.05.10 Psychiatric Restraint, Sections VIII. B and XI. A. 3.

2. Physician Orders – Duration

Outcome: Physician's orders document the maximum duration of the order for restraint.
Measure: Documentation on DC4-714B Physician's Order Sheet.
Standard: Achievement of outcome must meet one hundred percent (100%).
Reference: HSB 15.05.10 Inpatient Mental Health Services, Section XI. D.

3. Physician Orders – Less Restrictive Measures Considered

Outcome: When psychiatric restraints or seclusion are ordered, the documentation that less restrictive alternatives are considered and the clinical rationale for the use of restraints is recorded in the inpatient record.
Measure: Documentation on DC4-714B Physician's Order Sheet or DC4-642F Chronological Record of Inpatient Mental Health Care
Standard: Achievement of outcome must meet one hundred percent (100%).
Reference: HSB 15.05.10 Inpatient Mental Health Services, Section IV. C.

4. Psychiatric Restraints – Nursing Observations and Assessments

Outcome: Pertinent observations and assessments are completed by nursing in accordance with established policy
Measure: Documentation on DC4-650A, DC4-642F, DC4-781J (restraint log)
Standard: Achievement of outcome must meet one hundred percent (100%)
Reference: HSB 15.05.10 *Psychiatric Restraint,* DC4-650A *Restraint Observation Checklist,* DC4- 642F *Chronological Record of Inpatient Mental Health Care*

5. Physician Orders – Release Criteria

Outcome: Physician's orders document the behavioral criteria for release from restraints.
Measure: Documentation on DC4-714B Physician's Order Sheet or DC4-642F Chronological Record of Inpatient Mental Health Care
Standard: Achievement of outcome must meet one hundred percent (100%).
Reference: HSB 15.05.10 Inpatient Mental Health Services, Section X. A-E. and Section XI. A. 4.

3.34.1.2.12 Psychotropic Medication Management

1. Psychiatric Evaluation Prior to Initial Prescription

Outcome: A psychiatric evaluation is completed prior to initially prescribing psychotropics.
Measure: Documentation on DC4-655 Psychiatric Evaluation and by DC4-714B Physician's Order Sheet in the health record.
Standard: Achievement of outcome must meet one hundred percent (100%).
Reference: HSB 15.05.19 Psychotropic Medication Use Standards and Informed Consent, Section III. F.

2. Informed Consent

Outcome: Informed consent forms for psychotropic medications are completed.
Measure: Documentation by DC4-545 form series (Specific to psychotropic prescribed) in the health record.
Standard: Achievement of outcome must meet one hundred percent (100%).
Reference: HSB 15.05.19 Psychotropic Medication Use Standards and Informed Consent, Section III. I.

3. Required Labs - Initial

Outcome: Required laboratory tests are ordered for the initiation of psychotropic medication administration.
Measure: Documentation on DC4-714B Physician's Order Sheet in the health record.
Standard: Achievement of outcome must meet one hundred percent (100%).
Reference: HSB 15.05.19 Psychotropic Medication Use Standards and Informed Consent, Section III. F. 5.

4. Required Labs – Follow-Up

Outcome: Required laboratory tests are ordered for follow-up of psychotropic medication administration.
Measure: Documentation on DC4-714B Physician's Order Sheet in the health record.
Standard: Achievement of outcome must meet one hundred percent (100%).
Reference: HSB 15.05.19 Psychotropic Medication Use Standards and Informed Consent, Section III. F. 5.

5. Initial Psychiatric Follow-Up

Outcome: Initial Psychiatric follow-up is conducted at least once every two (2) weeks upon initiation of any new psychotropic medication for a period of four (4) weeks.
Measure: Documentation on DC4-642A Outpatient Psychiatric Follow-Up in the health record.
Critical Standard: Achievement of outcome must meet one hundred percent (100%).
Reference: HSB 15.05.19 Psychotropic Medication Use Standards and Informed Consent, Section III. F. 6.

6. Rationale for Medication Adjustments

Outcome: The prescribing psychiatric practitioner includes the clinical rationale for medication adjustments.

Measure: Documentation on DC4-642A Outpatient Psychiatric Follow-up in the health record.
Critical Standard: Achievement of outcome must meet ninety percent (90%).
Reference: HSB 15.05.19 Section III.F.7.b.

7. AIMS Testing – Antipsychotic Medications

Outcome: For patients receiving antipsychotic medications, AIMS testing is administered every six (6) months.
Measure: Documentation by DC4-653 Abnormal Involuntary Movement Scale in the health record.
Standard: Achievement of outcome must meet ninety five percent (95%).
Reference: HSB 15.05.19 Psychotropic Medication Use Standards and Informed Consent, Section III. F. 8.

3.34.1.2.13 Use of Force

Mental Health Evaluation

Outcome: Medical staff, upon completing the medical examination following a use of force, makes a mental health referral for each inmate who is classified S-2 or S-3 on the health profile and sends it to mental health staff, which evaluates S2/S3 inmates no later than the next working day following a use of force.
Measure: Documentation on DC4-529 Staff Request/Referral and DC4-642B Mental Health Screening Evaluation in the health record.
Standard: Achievement of outcome must meet one hundred percent (100%).
Reference: Administrative Rule: 33-602.210.

3.34.1.2.14 Confinement/Special Housing Services

1. Confinement Evaluations (S3)

Outcome: Each inmate who is classified as S-3 and who is assigned to administrative or disciplinary confinement, protective management, or close management status receives a mental status examination within five days of assignment and every 30 days thereafter.
Measure: Documentation on DC4-642B Mental Health Screening Evaluation in the health record.
Standard: Achievement of standard must meet ninety five percent (95%).
Reference: HSB 15.05.08 Mental Health Services for Inmates who are Assigned to Confinement, Protective Management or Close Management Status, Section II. G.

2. Confinement Evaluations (S1/S2)

Outcome: Each inmate who is classified as S-1 or S-2 and who is assigned to administrative or disciplinary confinement, protective management, or close management status receives a mental status examination within 30 days and every 90 days thereafter.
Measure: Documentation on DC4-642B Mental Health Screening Evaluation in the health record.
Standard: Achievement of standard must ninety five percent (95%).

Reference: HSB 15.05.08 Mental Health Services for Inmates who are Assigned to Confinement, Protective Management or Close Management Status, Section II. H.

3. Confinement Rounds

Outcome: Mental health staff performs weekly rounds in each confinement unit.
Measure: Documentation on DC6-229 Daily Record of Segregation.
Standard: Achievement of outcome must meet one hundred percent (100%).
Reference: HSB: 15.05.08 Mental Health Services for Inmates who are Assigned to Confinement, Protective Management or Close Management Status, Section II. D.

4. Behavioral Risk Assessments (BRA)

Outcome: The BRA is completed at the required intervals regardless of S-grade or housing assignment, including when the CM inmate is housed outside the CM unit in order to access necessary medical or mental health care.
Measure: Documentation on DC4-729 Behavioral Risk Assessment in the health record.
Standard: Achievement of outcome must meet ninety percent (90%).
Reference: FAC 33-601.800 Close Management

5. Close Management Out of Cell Activities

Outcome: CM inmates are allowed out of their cells to receive mental health services as specified in their ISP unless, within the past four (4) hours, the inmate has displayed hostile, threatening, or other behavior that could present a danger to others.
Measure: Documentation on DC4-642 Chronological Record of Outpatient Mental Health Care in the health record.
Standard: Achievement of outcome must meet ninety percent (90%).
Reference: FAC 33-601.800 Close Management

3.34.1.2.15 Sex Offender Screening and Treatment

Outcome: All identified sex offenders at a permanent institution whose current sentence is a sex offense has a completed sex offender screening as a part of their medical record.
Measure: Documentation on DC4 647 Sex Offender Screening and Selection in the health record and/or review of OBIS (DC26 MH07 screens)
Standard: Achievement of outcome must meet ninety percent (90%).
Reference: HSB: 15.05.03 Screening and Treatment for Sexual Disorder, Section II. A.

3.34.1.2.16 Re-Entry Services

1. Initiation of Re-entry Services

Outcome: All inmates with a mental health grade of S-2 through S-6 who are within 180 days of End of Sentence (EOS) have an updated Individualized Service Plan to address Discharge/Aftercare Planning.

Measure: Documentation on DC4-643A (Parts I, II, and III) Individualized Service Plan in the health record.
Standard: Achievement of outcome must meet one hundred percent (100%).
Reference: HSB: 15.05.21 Mental Health Re-Entry Aftercare Planning Services, Section VII. A.

2. Continuity of Care

Outcome: Inmates with a mental health grade of S-3 through S-6 or with a diagnosis of mental retardation who are between forty five (45) and thirty (30) days of release shall have a copy of DC4-661 Summary of Outpatient Mental Health Care or DC4-657 Discharge Summary for Inpatient Mental Health Care in their medical record.
Measure: Documentation of incidental note on DC4-642 Chronological Record of Outpatient Mental Health Care and DC4-661 Summary of Outpatient Mental Health Care or DC4-657 Discharge Summary for Inpatient Mental Health Care in the health record.
Standard: Achievement of outcome must meet one hundred percent (100%).
Reference: HSB: 15.05.21 Mental Health Re-Entry Aftercare Planning Services, Section VII. H., or if inmate has EOS'd, OBIS entry for MHEOS with OPTS.

3.34.1.3 DENTAL SERVICES

3.34.1.3.1 Access to Dental Care

1. Outcome: A complete dental intake examination is performed by a dentist at a Reception Center within seven (7) days of arrival.
Measure: Review the DC4-735, Dental Clinical Examination Report and DC4-724, Dental Treatment Record.
Standard: Achievement of outcome must meet one hundred percent (100%).
Reference: FAC Rule 33-402.101, HSB 15.04.13

2. Outcome: Any dental emergency is evaluated and/or treated within twenty four (24) hours by the dentist, or in the event the dentist is not available, by referral to the medical department or local dentist/hospital.
Measure: Review available documentation such as the OBIS-HS computer system for dental emergencies, along with the DC4-724, Dental Treatment Record.
Standard: Achievement of outcome must meet one hundred percent (100%).
Reference: FAC Rule 33-402.101, HSB 15.04.13

3. Outcome: Dental sick call is conducted on a daily basis when the dentist is present to provide dental access to those inmates who cannot wait for a routine dental appointment and yet do not meet the criteria for emergency dental care. In the event the dentist is absent for more than seventy two (72) hours medical staff are to evaluate and triage the inmate according to established protocols.
Measure: Review available documentation such as the OBIS-HS computer system, inmate requests, DC4-724, Dental Treatment Record and DC4-701, Chronological Record of Health Care.
Standard: Achievement of outcome must meet One hundred percent (100%).
Reference: HSB15.04.13

3.34.1.3.2 Wait Times

1. Initial Waiting Times for Routine Comprehensive Dental Care

   Outcome: The initial wait after request for routine comprehensive dental care does not exceed six (6) months for any inmate.
   Measure: The amount of time between request for dental care and delivery of routine comprehensive dental care for all inmates. Review dental request logs and the DC4-724 Dental Treatment Record.
   Standard: Achievement of outcome must meet or exceed ninety-five percent (95%).
   Reference: HSB 15.04.13

2. Wait time for Dental Appointments Between the First Appointment and Follow-Up Appointment

   Outcome: Inmate waiting times between dental appointments do not exceed three (3) months.
   Measure: Review DC4-724, Dental Treatment Record.
   Standard: Achievement of outcome must meet or exceed ninety-five percent (95%).
   Reference: HSB 15.04.13

3.34.1.3.3 Development of the Dental Treatment Plan for Routine Comprehensive Dental Care

Outcome: A documented complete dental examination is done to develop an individualized Dental Treatment Plan.
Measure: Review DC4-734, Dental Health Questionnaire, DC4-764, Dental Diagnosis and Treatment Plan, DC4-724, Dental Treatment Record, and full mouth radiographs.
Standard: Achievement of outcome must meet one hundred percent (100%).
Reference: FAC Rule 33-402.101, HSB 15.04.13

3.34.1.3.4 Oral Hygiene Treatment

1. Outcome: A prophylaxis and oral hygiene instructions are included as part of the comprehensive dental treatment plan.
   Measure: Review the DC4-764, Dental Diagnosis and Treatment Plan and DC4-724, Dental Treatment Record.
   Standard: Achievement of outcome must meet one hundred percent (100%).
   Reference: FAC Rule 33-402.101, HSB 15.04.13

2. Outcome: The complete prophylaxis is performed at the beginning of the dental treatment plan unless emergent or urgent needs are a higher priority.
   Measure: Review radiographs, DC4-764, Dental Diagnosis and Treatment Plan, DC4-724, Dental Treatment Record.
   Standard: Achievement of outcome must meet or exceed ninety five percent (95%).
   Reference: FAC Rule 33-402.101, HSB 15.04.13

3.34.1.3.5 Restorative Dentistry

1. Outcome: Decay reaching the DEJ radiographically is diagnosed for restoration.

Measure: Review radiographs, DC4-764, Dental Diagnosis and Treatment Plan and DC4-724, Dental Treatment Record.
Standard: Achievement of outcome must meet one hundred percent (100%).
Reference: FAC Rule 33-402.101, HSB 15.04.13

2. Outcome: Restorations and bases are appropriate for the caries noted.
Measure: Review radiographs, DC4-764, Dental Diagnosis and Treatment Plan, DC4-724, Dental Treatment Record.
Standard: Achievement of outcome must meet one hundred percent (100%).
Reference: FAC Rule 33-402.101, HSB 15.04.13

3.34.1.3.6 Endodontics

1. Outcome: Anterior endodontic treatment is diagnosed if the tooth in question has adequate periodontal support and has a good prognosis of restorability and long term retention.
Measure: Review radiographs, DC4-764, Dental Diagnosis and Treatment Plan, DC4-724, Dental Treatment Record
Standard: Achievement of outcome must meet or exceed ninety five percent (95%).
Reference: FAC Rule 33-402.101, HSB 15.04.13

2. Outcome: Posterior endodontic treatment is diagnosed if the tooth is critical to arch integrity (there are no missing teeth in the quadrant or necessary as a partial denture abutment), has adequate periodontal support and has a good prognosis of restorability and long term retention.
Measure: Review radiographs, DC4-764, Dental Diagnosis and Treatment Plan, DC4-724, Dental Treatment Record.
Standard: Achievement of outcome must meet or exceed ninety five percent (95%).
Reference: FAC Rule 33-402.101, HSB 15.04.13

3.34.1.3.7 Minor Periodontics

1. Outcome: Periodontal charting is done when indicated by the radiographs, periodontal examination and/or PSR (Periodontal Screening and Recording).
Measure: Review radiographs, DC4-764, Dental Diagnosis and Treatment Plan, DC4-724, Dental Treatment Record, DC4-767, Periodontal Charting.
Standard: Achievement of outcome must meet or exceed ninety five percent (95%).
Reference: FAC Rule 33-402.101, HSB 15.04.13

2. Outcome: A scaling and root planning is diagnosed when indicated.
Measure: Review radiographs, DC4-764, Dental Diagnosis and Treatment Plan, DC4-724, Dental Treatment Record, DC4-767, Periodontal Charting.
Standard: Achievement of outcome must meet or exceed ninety five percent (95%).
Reference: FAC Rule 33-402.101, HSB 15.04.13

3.34.1.3.8 Oral Surgery

1. Outcome: Signed consent for extractions/oral surgery is obtained for each procedure and post-operative instructions are documented.

Measure: Review DC4-724, Dental Treatment Record, DC4-763, Consent for Extractions and DC4-762, Authorization and Consent for Dental Surgery.
Standard: Achievement of outcome must meet one hundred percent (100%).
Reference: HSB 15.04.13, Standards of Dental Care

2. Outcome: Post operative complications are appropriately addressed.
Measure: Review radiographs and DC4-724, Dental Treatment Record.
Standard: Achievement of outcome must meet one hundred percent (100%).
Reference: HSB 15.04.13, Standards of Dental Care

3.34.1.3.9 Complete Dentures

Outcome: Complete dentures are diagnosed and provided for all edentulous inmates requesting them.
Measure: DC4-764, Dental Diagnosis and Treatment Plan, DC4-724, Dental Treatment Record, Inmate Requests for Dental Care and Referrals for Dental Care.
Standard: Achievement of outcome must meet one hundred percent (100%).
Reference: FAC Rule 33-402.101, HSB 15.04.13

3.34.1.3.10 Removable Partial Dentures

Outcome: A removable partial denture is diagnosed when seven (7) or less posterior teeth are in occlusion.
Measure: Review radiographs, DC4-764, Dental Diagnosis and Treatment Plan, DC4-724, Dental Treatment Record.
Standard: Achievement of outcome must meet one hundred percent (100%).
Reference: FAC Rule 33-402.101, HSB 15.04.13

3.34.1.3.11 Other Specialized Dental Care as Needed

Outcome: Inmates are referred to other dentists/dental providers for treatment planned dental care not available at the institution.
Measure: Review radiographs, DC4-764, Dental Diagnosis and Treatment Plan, DC4-724, Dental Treatment Record and dental consult/referral logs.
Standard: Achievement of outcome must meet or exceed ninety five percent (95%).
Reference: FAC Rule 33-402.101, HSB 15.04.13

3.34.1.3.12 Oral Pathology Consults/Referrals

Outcome: Appropriate consults for oral pathology referrals are generated and forwarded within five (5) calendar days of the encounter generating the need for referral.
Measure: Review the consult/referral logs, radiographs, DC4-724, Dental Treatment Record and DC4-702, Consultation Request.
Standard: Achievement of outcome must meet one hundred percent (100%).
Reference: Community Standard of Care

3.34.1.3.13 Oral Surgery Consults/Referrals

Outcome: Appropriate consults for oral surgery referrals are generated and forwarded within ten (10) calendar days of the encounter generating the need for referral.

Measure: Review the consult/referral logs, radiographs, DC4-724, Dental Treatment Record and DC4-702, Consultation Request.
Standard: Achievement of outcome must meet one hundred percent (100%).
Reference: Community Standard of Care

3.34.1.3.14 Prescriptions

Outcome: Antibiotics and analgesics are prescribed when indicated, are appropriate for the clinical condition being treated, and delivered within twenty-four (24) hours to the inmate.
Measure: Review prescriptions, radiographs, DC4-724, Dental Treatment Record.
Standard: Achievement of outcome must meet or exceed ninety five percent (95%).
Reference: Community Standard of Care

3.34.1.3.15 Trauma/Cancer

Outcome: Inmates presenting with head and neck trauma or cancer are immediately treated and/or referred to an appropriate provider for follow-up care.
Measure: Review DC4-724, Dental Treatment Record, DC4-702, Consultation Request, consult/referral logs and radiographs/lab reports.
Standard: Achievement of outcome must meet one hundred percent (100%).
Reference: Community Standard of Care

3.34.1.3.16 Infection Control

1. Outcome: Dental staff members wear gloves, masks and gowns when providing direct patient care.
   Measure: Direct observation of dental staff.
   Standard: Achievement of outcome must meet one hundred percent (100%).
   Reference: HSB 15.04.13,FAC Rule 64B5-25

2. Outcome: All dental instruments are bagged and autoclaved.
   Measure: Direct observation.
   Standard: Achievement of outcome must meet one hundred percent (100%).
   Reference: HSB 15.04.13,FAC Rule 64B5-25

3. Outcome: The autoclave is spore tested once per week and the results are documented on the Autoclave Log DC4-765P.
   Measure: Review of Autoclave Log DC4-765P.
   Standard: Achievement of outcome must meet one hundred percent (100%).
   Reference: HSB 15.04.13,FAC Rule 64B5-25

4. Outcome: Adverse autoclave results are addressed immediately.
   Measure: Review Autoclave Log, DC4-765P.
   Standard: Achievement of outcome must meet one hundred percent (100%).
   Reference: HSB 15.04.13,FAC Rule 64B5-25

3.34.1.3.17 Dental Radiography

1. Outcome: Each x-ray machine is registered thru the State of Florida and the registration certificates are posted near the machines.
   Measure: X-Ray machine registration certificates.

Standard: Achievement of outcome must meet one hundred percent (100%).
Reference: HSB 15.04.06, HSB 15.04.13, FAC Rule 64B5-9

2. Outcome: All x-ray machine operators are certified in dental radiology theory and technique in accordance with Florida Board of Dentistry Rules.
   Measure: Dental Assistant radiology certificates.
   Standard: Achievement of outcome must meet one hundred percent (100%).
   Reference: HSB 15.04.06, HSB 15.04.13, FAC Rule 64B5-9

3. Outcome: Dental radiographs are of diagnostic quality.
   Measure: Review radiographs, DC4-724, Dental Treatment Record.
   Standard: Achievement of outcome must meet or exceed ninety five percent (95%).
   Reference: HSB 15.04.06, HSB 15.04.13, FAC Rule 64B5-9

3.34.1.3.18 Refusal of Dental Services

Outcome: Inmates refusing dental treatment sign a refusal form and documentation is placed in the dental record.
Measure: Dental Treatment Record, DC4-724, and DC4-711A, Refusal of Health Care Services.
Standard: Achievement of outcome must meet one hundred percent (100%).
Reference: FAC 33-401.105, Procedure 401.002

3.34.1.3.19 Tool and Sensitive Item Control

Outcome: Dental instruments and materials are accounted for in accordance with Procedure 602.037, Tools and sensitive Item Control.
Measure: Review all security dental tool control logs.
Standard: Achievement of outcome must meet one hundred percent (100%).
Reference: Procedure 602.037

3.34.1.3.20 Dental Record Review

Outcome: A Dental Record Review is to be done by a dental staff member on all new inmate arrivals at an institution within seven (7) days of arrival.
Measure: Review OBIS reports and DC4-724, Dental Treatment Record.
Standard: Achievement of outcome must meet or exceed ninety five percent (95%).
Reference: HSB 15.04.13

3.34.1.4 MEDICATION MANAGEMENT/ PHARMACY SERVICES

3.34.1.4.1 Medication Therapy Review

Outcome: All medications are dispensed for the appropriate diagnosis and in therapeutic dosage ranges as determined in the most current editions of Drug Facts and Comparisons, Physicians' Desk Reference, or the package insert or pursuant to an approved DER.
Measure: Review medication regimen therapy
Critical Standard: Achievement of outcome must be ninety-five percent (95%).
Reference: TI 15.14.04 app A; Procedure 403.007; HSB 15.05.19; 64B16-27.810 F.A.C.; 64B16-28.501 F.A.C.; 64B16-28.502 F.A.C.; 64B16-28.702 F.A.C.

3.34.1.4.2 Medication Administration Review (MAR)

Outcome: Medication Administration Review (MAR) is completed
Measure: Review the institutional Medication Administration Review (MAR) records
Critical Standard: Achievement of outcome must be ninety-five percent (95%).
Reference: TI 15.14.04 app A; TI 15.14.14 app B; Procedure 403.007; HSB 15.05.19; 64B16-28.501 F.A.C.; 64B16-28.502 F.A.C.; 64B16-28.702 F.A.C.

3.34.1.4.3 Medication Administration Review (MAR) Clinical

Outcome: Drug therapy indicated on Medication Administration Review (MAR) is appropriate as indicated or pursuant to an approved DER..
Measure: Review drug therapy indicated on the Medication Administration Review (MAR)
Critical Standard: Achievement of outcome must be ninety-five percent (95%)
Reference: Current editions of Drug Facts and Comparisons, Physicians' Desk Reference, or the package insert.

3.34.1.4.4 Pyschotropic Drugs

1. Outcome: Inmates prescribed four or more psychotropic drugs have an approved Drug Exception Request (DER) for "Four of more psychotropic drugs".
   Measure: Review Medication Administration Report (MAR) and medical records
   Critical Standard: Achievement of Outcome must be ninety-five percent (95%).
   Reference: HSB 15.14.03; HSB 15.05.19

2. Outcome: Inmates on two or more psychotropic drugs in the same class have an approved Drug Exception Request (DER) for "two or more psychotropic drugs in the same class".
   Measure: Review Medication Administration Report (MAR) and medical records
   Critical Standard: Achievement of Outcome must be ninety-five percent (95%)
   Reference: HSB 15.14.03; HSB 15.05.19

3.34.1.4.5 Pharmacy Inspections

1. Outcome: Compliant on monthly Consultant Pharmacist inspections
   Measure: Review monthly Consultant Pharmacist inspections
   Critical Standard: Achievement of Outcome must be ninety percent (90%)
   Reference: TI 15.14.04 app A; 64B16-28.501 F.A.C.; 64B16-28.502 F.A.C.; 64B16-28.702 F.A.C.; 465 F.S.

2. Outcome: Deficiencies in previous Consultant Pharmacist Monthly Inspection Report are corrected
   Measure: Review monthly Consultant Pharmacist inspections
   Critical Standard: Achievement of Outcome must be one hundred percent (100%)

Reference: TI 15.14.04 app A; 64B16-28.501 F.A.C.; 64B16-28.502 F.A.C.; 64B16-28.702 F.A.C.; 465 F.S.

3. Outcome: Successful completion on yearly State of Florida Board of Pharmacy Inspection
Measure: Review yearly State of Florida Board of Pharmacy Inspection
Critical Standard: Achievement of Outcome must be one hundred percent (100%)
Reference: TI 15.14.04 app A; 64B16-28.501 F.A.C.; 64B16-28.502 F.A.C.; 64B16-28.702 F.A.C.; 465 F.S.

3.34.1.4.6 Inventory control

1. Narcotics Control

Outcome: Narcotic perpetual inventory are maintained
Measure: Compare actual narcotic counts with perpetual inventory sheet.
Critical Standard: Achievement of Outcome must be one hundred percent (100%).
Reference: TI 15.14.04 app A; TI 15.14.04 app A; 465 F.S.

2. Narcotic Key Control

Outcome: Narcotic keys are controlled per HSB 15.14.04
Measure: Review narcotic key control documents
Critical Standard: Achievement of Outcome must be one hundred percent (100%)
Reference: TI 15.14.04 app A; TI 15.14.04 app A; 465 F.S.

3. Legend Drug Stock Control

Outcome: Each legend drug stock item has a perpetual inventory system
Measure: Compare actual counts with perpetual inventory sheets
Critical Standard: Achievement of Outcome must be ninety percent (90%)
Reference: TI 15.14.04 app A; TI 15.14.04 app A; 465 F.S.

NOTE: Should the Contractor be responsible for pharmaceutical services, the Contractor shall also be responsible for the achievement of the following performance standards:

3.34.1.4.7 Dispensing requirements

1. New regular prescription orders.

Outcome: All new regular prescriptions and orders are dispensed and delivered within twenty-four (24) hours or the next day from the time-of-order to time-of-receipt at the ordering Department Institution, excluding weekends and holidays.
Measure: Date-of-order as compared to date-of-receipt.
Critical Standard: Achievement of Outcome must be ninety-eight percent (98%)
Reference: HSB 15.14.03

2. Refill prescription orders.

Outcome: All refill prescriptions and orders are dispensed and delivered within forty-eight (48) hours or the second day from the time-of-order to time-of receipt at the ordering Department Institution, excluding weekends and holidays.
Measure: Date-of-order as compared to date-of-receipt.
Critical Standard: Achievement of Outcome must be ninety-eight percent (98%)
Reference: HSB 15.14.03

3. New non-formulary prescriptions.

Outcome: All new non-formulary prescriptions and orders are dispensed and delivered within forty-eight hours (48) or the second day from the time-of-order to time-of-receipt at the ordering Department Institution, excluding weekends and holidays, once an approved Drug Exception Request (DER) has been approved and received.
Measure: Date-of-order as compared to date-of-receipt.
Critical Standard: Achievement of Outcome must be ninety-eight percent (98%)
Reference: HSB 15.14.03

4. Drug Exception Request (DER) for non-formulary drugs.

Outcome: All non-formulary drugs have an approved Drug Exception Request (DER)
Measure: Review drug reports with approved Drug Exception Requests (DER)
Critical Standard: Achievement of Outcome must be ninety-five percent (95%)
Reference: HSB 15.14.03

5. Stat Orders

Outcome: STAT orders and prescriptions are administered from stock immediately. If not available, the prescription will be filled and administered within 4 hours.
Measure: Review STAT orders and prescriptions
Critical Standard: Achievement of Outcome must be one hundred percent (100%)
Reference: HSB 15.14.03

6. Adherence to state and federal statutes, administration rules, and regulations

Outcome: All prescriptions dispensed adheres to State and Federal Statutes, administrative rules and regulations
Measure: Review dispensed prescriptions
Critical Standard: Achievement of Outcome must be one hundred percent (100%)
Reference: HSB 15.14.03

3.34.1.4.8 Licenses and Drug Pedigree

1. Possession of Pharmacy Licenses

Outcome: Possession and display of pharmacy licenses
Measure: Document that pharmacy licenses are displayed
Critical Standard: Achievement of Outcome must be one hundred percent (100%)
Reference: TI 15.14.04 app A; 499.01212 F.S.; 64B16-28.501 F.A.C.; 64B16-28.502 F.A.C.; 64B16-28.702 F.A.C.; 465 F.S.

2. Drug Pedigree

Outcome: State of Florida drug pedigree requirements met (Florida Statutes 499-01212)
Measure: Document State of Florida drug pedigree requirement documented
Critical Standard: Achievement of Outcome must be one hundred percent (100%)
Reference: TI 15.14.04 app A; 499.01212 F.S.; 64B16-28.501 F.A.C.; 64B16-28.502 F.A.C.; 64B16-28.702 F.A.C.; 465 F.S.

3.34.1.5 ADMINISTRATIVE RESPONSIBILITIES

3.34.1.5.1 Compliance with ACA and/or NCCHC Accreditation Standards

Outcome: Health care delivery complies with all accreditation requirements.
Measure: Review of accreditation reports related to healthcare delivery system at each institution.
Critical Standard: Achievement of Outcome must meet 100% for mandatory medical standards and ninety-seven (97%) for non-mandatory medical standards
Reference: ACA and/or NCCHC Accreditation Standards for Major Institutions

3.34.1.5.2 Timely Submission of Corrective Action Plans

Outcome: All Corrective Action Plans shall be timely submitted within timeframe in Section 3.35.3.
Measure: Date of receipt of Contractor's Corrective Action Plan as compared to date of receipt of monitoring report.
Critical Standard: Achievement of outcome must meet one hundred percent (100%) on a quarterly basis.

3.34.1.5.3 Timely Corrections of Deficiencies per Timeframes Established in the Corrective Action Plan

Outcome: All deficiencies addressed in a Corrective Action Plan shall be timely corrected.
Measure: Date of correction of deficiency as compared to date for correction indicated in Contractor's Corrective Action Plan.
Critical Standard: Achievement of outcome must meet one hundred percent (100%) on a quarterly basis.

3.34.1.5.4 Timely Submission of Required Reports

Outcome: All required reports submitted in accordance with contractual requirements
Measure: The date quarterly reports are received by the Contract Manager.

Standard: Achievement of Outcome must meet or exceed ninety five percent (95%).
Reference: Section 3.32, Reporting Requirements.

3.34.1.5.5 Inmate Requests, Informal and Formal Grievances

Outcome: All inmate requests, informal and formal grievances are responded to in accordance with established rules, policies and procedures.
Measure: Review of inmate requests, and informal and formal grievance logs.
Standard: Achievement of Outcome must meet or exceed ninety-five percent (95%).
Reference: Chapter 33-103, F.A.C.

3.34.1.5.6 Operating Licenses and Permits

Outcome: All operating licenses and permits are current, on hand and posted appropriately at each institution in accordance with statutory requirements and policy.
Measure: Visual review of licenses and permits (on site), and/or copies provided through desk review
Standard: Achievement of Outcome must be one hundred percent (100%).
References: Florida Statutes and Rules

3.34.1.5.7 Health Record Maintenance

Outcome: All clinical information significant to inmate health is filed in the health record within 72 hours of receipt.
Measure: Random Sampling of encounter forms, labs, etc., corresponding health care records and OBIS data (or approved electronic health record).
Standard: Achievement of Outcome must be ninety-five percent (95%).
Reference: HSB 15.12.03

3.34.1.5.8 HIPAA/HITECH Compliance

Outcome: The contractor safeguards Protected Health Information in accordance with the terms and conditions outlined in the Business Associate Agreement.
Measure: Review of HIPAA reports and medical records to confirm that a release of information was obtained for all protected health information that was disclosed.
Standard: Achievement of Outcome must be one hundred percent (100%).
Reference: Business Associate Agreement

3.34.1.5.9 Staffing

1. Outcome: Contractor provides adequate staff to carry out contractual health care service delivery requirements for medical, nursing, dental, mental health, pharmacy and administration.
   Measure: Contractor maintains positions outlined in approved staffing plan. Measurement is based on monthly staffing reports.
   Standard: Achievement of Outcome must be ninety-five percent (95%) for each clinical position in each discipline at each institution.
   NOTE: This standard will be applied after the first sixty (60) days of the contract, to allow for appropriate ramp-up period.

Reference: Approved staffing plan.

2. Outcome: Supervision of staff is provided in accordance with statutory requirements for medical, nursing, dental, mental health and pharmacy.
   Measure: Review of qualifications of supervisory staff to verify appropriate licensure and certification, and documentation of any required supervision.
   Standard: Achievement of Outcome must be one hundred percent (100%).
   Reference: Chapters 458, 459, 464, 466, 490 and 491, Florida Statutes.

3.34.1.5.10 Quality Management

1. Quality Management Reports

   Outcome: The contractor submits quality management in accordance with policy.
   Measure: Contractor submits reports and corrective action plans in accordance with requirements.
   Standard: Achievement of Outcome must be ninety-five percent (95%).
   Reference: HSB 15.09.01

2. Risk Management Reports

   Outcome: The contractor submits risk management reports in accordance with policy.
   Measure: Contractor submits reports and corrective action plans in accordance with requirements.
   Standard: Achievement of Outcome must be ninety-five percent (95%).
   Reference: HSB 15.09.08

3. Compliance with Credentialing Standards

   Outcome: Credentialing records shall comply with all requirements established by the Department.
   Measure: Review of credential records compared to Department standards.
   Standard: Achievement of Outcome must meet one hundred percent (100%).
   Reference: Health Services Bulletin 15.09.05, Credentialing and Privileging Procedures.
   NOTE: The Department anticipates revising and streamlining the credentialing requirements prior to the start of any contracts resulting from this RFP.

4. Mortality Review

   a. E-form Death Notification

      Outcome: An e-form death notification will be sent in accordance with time frames established in policy
      Measure: The date the Central Office Mortality Review Coordinator receives the e-form death notification.
      Standard: Achievement of Outcome must be met one hundred percent (100%).
      Reference: HSB 15.09.09

b. Mortality Review Records

Outcome: Two copies of the records are made and one sent to Central Office Mortality Review Coordinator per policy.
Measure: Date medical records are received in Central Office.
Standard: Achievement of Outcome must be met one hundred percent (100%).
Reference: HSB 15.09.09

c. Mortality Review Forms

Outcome: Mortality Review meeting occurs and appropriate paperwork is completed in accordance with policy.
Measure: DC4-502, Institutional Death Summary, DC4-503, Institutional Mortality Review Case Abstract and Analysis, DC4-504, Institutional Mortality Review Team Signature Log, DC4-508, Institutional Mortality Review Findings/Conclusions and Federal Report Form.
Standard: Achievement of Outcome must be met one hundred percent (100%).
Reference: HSB 15.09.09.

d. Autopsy

Outcome: The institution requests an autopsy from the Medical Examiner's Office and sends it to the Central Office Mortality Review Coordinator.
Measure: The date the autopsy results are received by the Central Office Mortality Review Coordinator
Standard: Achievement of Outcome must be met one hundred percent (100%).
Reference: HSB 15.09.09.

3.34.1.5.11 Utilization Management

Outcome: Contractor has process in place to handle routine, urgent and emergent consults.
Measure: Review of consult forms (DC4-702) and logs to determine if routine, urgent and emergent consults are being processed in accordance with policy.
Standard: Achievement of Outcome must be one hundred percent (100%).
Reference: Procedure 401.005 and HSB 15.09.04

3.34.1.5.12 Information Technology

1. Data Exchanges

Outcome: Proper transmission of data exchanges with related agencies and vendors (Current transfers are listed in the table below).
Measure: Scheduled transfers to be verified by recipient.
Standard: Achievement of Outcome must be met one hundred percent (100%)

Description	*Agency/Company*
MENTAL HEALTH AFTERCARE	DCF

Medical Billing Validation	MDI
MORTALITY data - death certificates	DOH
Ameripath Form 1500	AmeriPath
Transfer Clinlab data to DOH	DOH
FTP HL7 FILES TO SPECTRA	Specta
FTP HL7 FILES TO CLINLAB	Clinlab
FTP HL7 FILES TO DOH	DOH
FTP HL7 FILES TO CARESTREAM	Carestream
FTP HL7 BASELINE FILE TO SPECTRA	Spectra
FTP HL7 FILES TO UF	University of Florida

2. Repeated Outages

Outcome: There will be no instances of outages occurring for the same reason as a previously detected outage.
Measure: Repetition of unplanned outages or major problems.
Standard: 99% of unplanned outages will be resolved in such a way that the root cause of the problem is determined, and a fix is in place to prevent it from happening again in the same day.

3. Recovery Time

Outcome: Services will be returned to operation within performance target timeframe while still ensuring the outage will not reoccur in less than five minutes.
Measure: The amount of time from an unplanned outage of a service until the service is again available to its users. This shall be measured on a fiscal year basis.
Standard: In 98% of unplanned outages the service will be available in less than one hour after being reported as unavailable.

4. Minimum Acceptable Monthly Service Availability

Outcome: Services will be returned to operation within performance target timeframes.
Measure: The amount of time the Contractor's system is available for use outside schedule availability.
Standard: On a monthly basis, the systems are available for use a minimum of 99.99% of the time.

3.34.2 Other Contract Requirements

The Department shall monitor the Contractor's performance to ensure that all other terms and conditions of the Contract, not included in Section 3.34.1, Performance Outcomes, Measures, and Standards, are complied with at all times by the Contractor.

NOTE: Failure to comply with Other Contract Requirements will subject the Contractor to liquidated damages per Section 3.36.11; however, damages will not apply to deficiencies regarding invoice submission.

3.35 Monitoring Methodology

The Department may utilize any or all of the following monitoring methodologies in monitoring the Contractor's performance under the Contract and in determining compliance with contract terms and conditions:

- desk review of records related to service delivery maintained at Department facilities serviced by the Contract (shall include any documents and databases pertaining to the contract and may be based on all documents and data or a sampling of same whether random or statistical);
- on-site review of records maintained at Contractor's business location, if applicable;
- interviews with Contractor and/or Department staff;
- review of grievances filed by inmates regarding Contractor's service delivery; and
- review of monitoring, audits, investigations, reviews, evaluations, or other actions by external agencies (e.g., American Correctional Association and/or National Commission on Correctional Health Care, Department of Health, etc.).

A Contract Monitoring tool will be developed and administered by the Department's Office of Health Services in accordance with the requirements in this contract. The monitoring tool will be utilized in review of Contractor's performance.

To further assist in the contract monitoring process, the Department has established a Contractor's Self-Certification of Compliance checklist, which will be incorporated as an attachment to the Contract Monitoring tool to be developed. The Self-Certification of Compliance will be retained in the Contract Manager's file and the official Contract file. The Contractor shall complete the Self-Certification of Compliance checklist within thirty (30) days of execution of this Contract and forward the original to the Contract Manager. All documents referenced in the Self-Certification of Compliance checklist shall be maintained by the Contractor and copies shall be provided to the Department upon request, within three (3) business days.

3.35.1 Monitoring Performance Outcomes, Measures, and Standards

Performance will be continuously monitored for contract compliance and measured against the requirements as contained in this Contract and all other applicable standards in accordance with Department policies. The Department's Office of Health Services will conduct quarterly site visits, and annual assessments of contract performance and compliance. For those Performance Outcomes that have monthly standards, monitoring shall be conducted quarterly, but will measure monthly performance. Performance shall be measured as specified beginning no sooner than the sixty-first (61st) day after services have been implemented.

If the Department determines the Contractor has failed a Performance Outcome and Standard, the Contractor will be sent a formal Contract communication in accordance with Section 3.24, Communications.

The Contractor will be provided with information-specific to any such non-compliance, in order to adequately investigate the issue. Contractor will be given thirty (30) days, a reasonable time frame to create and implement a corrective action plan.

The Contractor shall have an opportunity to respond to and request a review of the Department's Office of Health Services findings of non-compliance within ten (10) days of receipt of the written notice. The Assistant Secretary will make a final decision on the corrective action within fifteen (15) days of the review.

Corrective action shall be completed within the reasonable time frame given in the written notice or, if a review is requested, within thirty (30) days of final decision. Failure to cure an issue of non-compliance to the reasonable satisfaction of the Department will result in liquidated damages and / or cancellation of this contract.

Note: The Contractor shall correct all identified non-compliant service delivery issues related to the Contractor's failure to meet the Performance Outcomes and Standards identified in Section 3.34.1, Performance Outcomes, Measures, and Standards; however, this shall not negate the fact that a Performance Outcome and Standard has not been met and that liquidated damages will be imposed in accordance with Section 3.36, Liquidated Damages.

3.35.2 Rights to Examine, Audit and Administer Resources

The Contractor will permit online and onsite visits by Department's authorized employees, officers, inspectors and agents during an administrative or criminal investigation. The process can begin with either declaration of a computer security incident (CSIRT) from the Department's CIO or Information Security Officer or directly from the Department's Inspector General.

The Contractor will make available any and all operating system computer logs generated by the mainframe, servers, routers and switches as requested. If requested the Contractor will provide the Department with administrative level on-line access to the server console interfaces and logs.

Right to Audit: The Contractor will permit and facilitate both physical and virtual access to the mainframe, servers, intrusion prevention system, firewalls, routers and switches by the Department's authorized audit staff or representatives. Such access may include both internal and external security scans of those resources.

In certain criminal investigations it may be necessary for the Department to seize control of the mainframe or servers for the purpose of evidentiary control, pursuant to Sections 20.055 and 944.31, Florida Statutes.

3.35.3 Monitoring Other Contract Requirements

Monitoring for Other Contract Requirements, identified in Section 3.34.2, will be conducted as determined necessary, but no less than annually, beginning no sooner than the sixty-first (61st) day after services have been implemented. A Contract Monitoring tool will be developed by the Department's Office of Health Services. The monitoring tool will be utilized in review of the Contractor's performance. Such monitoring may include, but is not limited to, both announced and unannounced site visits.

To ensure the Contract Monitoring process is conducted in the most efficient manner, the Department has established a Contractor's Self-Certification of Compliance checklist, which will be incorporated as an attachment to the Contract Monitoring tool to be developed. The Self-Certification of Compliance will be retained in the Contract Manager's file and the official Contract file. The Contractor shall complete the Self-Certification of Compliance checklist within thirty (30) days of execution of the Contract resulting from this RFP and forward the original to the Contract Manager.

The Department's Contract Monitor or designee will provide a written monitoring report to the Contractor within three (3) weeks of a monitoring visit. Non-compliance issues identified by the Contract Manager or designee will be identified in detail to provide opportunity for correction where feasible.

Within ten (10) days of receipt of the Department's written monitoring report (which may be transmitted by e-mail), the Contractor shall provide a formal Corrective Action Plan (CAP) to the Contract Manager (e-mail acceptable) in response to all noted deficiencies to include responsible individuals and required time frames for achieving compliance. Unless specifically agreed upon in writing by the Department, time frames for compliance shall not exceed thirty (30) days from the date of receipt of the monitoring report by the Contractor. CAP's that do not contain all information required shall be rejected by the Department in writing (e-mail acceptable). The Contractor shall have five (5) days from the receipt of such written rejection to submit a revised CAP; this will not increase the required time for achieving compliance. All noted deficiencies shall be corrected within the time frames identified or the Department will impose liquidated damages in accordance with Section 3.36, Liquidated Damages. The Contract Manager, Contract Monitoring Team, or other designated Department staff may conduct follow-up monitoring at any time to determine compliance based upon the submitted CAP.

The Department reserves the right for any Department staff to make scheduled or unscheduled, announced or unannounced monitoring visits.

During follow-up monitoring, any noted failure by the Contractor to correct deficiencies for Other Contract Requirement violations identified in the monitoring report within the time frame specified in the CAP shall result in application of liquidated damages as specified in Section 3.36.11, Liquidated Damages for Other Contract Requirements.

3.35.4 Repeated Instances

Repeated instances of failure to meet either the Performance Outcomes and Standards or Other Contract Requirements Outcomes and Standards or to correct deficiencies thereof may, in addition to imposition of liquidated damages, result in determination of Breach of Contract and/or termination of the Contract in accordance with Section 7.3, Termination.

3.36 Liquidated Damages

By executing any Contract that results from this RFP, the Contractor expressly agrees to the imposition of liquidated damages, in addition to all other remedies available to the Department by law.

The Department's Contract Manager will provide written notice to the Contractor's Representative of all liquidated damages assessed, accompanied by detail sufficient for justification of assessment. Within ten (10) days of receipt of a written notice of demand for damages due, the Contractor shall forward payment to the Contract Manager. Payment shall be for the appropriate amount, be made payable to the Department, and be in the form of a cashier's check or money order. As an alternative, the Contractor may issue a credit, for the amount of the liquidated damages due, on the next monthly invoice following imposition of damages; documentation of the amount of damages imposed shall be included with the invoice.

3.36.1 Accreditation

Liquidated damages will be assessed for the failure to maintain compliance with mandatory health standards or lack of sufficient compliance with non-mandatory health standards which result in the failure any of the institutions within the Department to be reaccredited (Section 3.34.1.5.1), provided any such failure is the sole result of Contractor's actions or omission. Contractor agrees to pay liquidated damages in the amount of $100,000 per institution. In addition, the Contractor shall be responsible for any fee associated with a re-audit by ACA and/or NCCHC, provided such re-audit is the sole result of Contractor's actions or inactions.

If Contractor becomes aware of actions or omissions by the Department or a third party that interferes with Contractor meeting or maintaining ACA and/or NCCHC health standards, Contractor must immediately notify the Department and the third party in writing, as appropriate.

3.36.2 Staffing

3.36.2.1 Positions Not Staffed per Staffing Plan

In the event that on any day and/or shift, one or more healthcare staff positions are not staffed as agreed upon in the contract by a person or persons possessing qualifications at least as high as those required by that position(s), a $1,000 deduction per vacancy shall be made from the monthly contractual payment to the Contractor. Cross-coverage (one individual assigned to two positions simultaneously) will not be considered coverage under the contract.

3.36.2.2 90% of Required Staffing within 30 Days

A transition penalty of $50,000 per institution shall be assessed against the Contractor for failing to have at least 90% of the required staffing hours on site as of 30 days after the transition implementation effective date of the contract. The Contractor may not utilize temporary personnel, private nursing agencies, or contractor's supplying temporary physicians to satisfy the

90% staffing requirement. The transition penalty will apply, even if the aggregate staffing exceeds 90% of the required staffing hours, if the facility does not have a designated health service administrator, designated primary care physician, or designated senior registered nurse supervisor.

3.36.2.3 Staffing Levels Deficiencies

In the event staffing levels fall below ten percent (10%) of staffing plan as outlined in the Contractor's Staffing Schedule, liquidated damages in the amount of **five thousand dollars ($5,000) per day**, per institution shall be imposed until such time as the deficiency is corrected.

3.36.3 Medical Services

3.36.3.1 Access to Care

For failure to maintain compliance with Section 3.34.1.1.1, liquidated damages in the amount of **two hundred fifty dollars ($250) times the number of inmates who did not have access to care** will be assessed for each institution for each calendar quarter of non-compliance.

3.36.3.2 Reception

For failure to maintain compliance with Section 3.34.1.1.3.1, liquidated damages in the amount of **two hundred fifty dollars ($250) times the number of inmates for whom screening were not completed** will be assessed for each institution for each calendar quarter of non-compliance.

3.36.3.3 Health Appraisals

For failure to maintain compliance with Section 3.34.1.1.3.2, liquidated damages in the amount of **two hundred fifty dollars ($250) times the number of inmates for whom health appraisals were not completed within fourteen (14) days of arrival** will be assessed for each institution for each calendar quarter of non-compliance.

3.36.3.4 Pre-release Planning

For failure to maintain compliance with Section 3.34.1.1.4, liquidated damages in the amount of **two hundred fifty dollars ($250) times the number of inmates whom HIV Testing was not performed** will be assessed for each institution for each calendar quarter of non-compliance.

3.36.3.5 Specialized Medical Care

For failure to maintain compliance with Section 3.34.1.1.6, liquidated damages will be assessed for the individual measures outlined below at each institution as follows:

1. **Inmates who need specialized care that cannot be provided by the contractor will receive a specialty consultation appointment as clinically indicated** - liquidated damages in the amount of **two hundred fifty dollars ($250) times the number of inmates who were not referred for specialty care when needed** will be assessed for each institution for each calendar quarter of non-compliance.
2. **Follow up care after Specialty Consultation** - liquidated damages in the amount of **two hundred fifty dollars ($250) times the number of inmates who were not referred for specialty care when needed** will be assessed for each institution for each calendar quarter of non-compliance.

3.36.3.6 Chronic Illness Clinics

For failure to maintain compliance with Section 3.34.1.1.10.2, liquidated damages in the amount of two hundred fifty dollars ($250) times the number of inmates who were not seen by a clinician for chronic illness care according to HSB 15.03.05 will be assessed for each institution for each calendar quarter of non-compliance.

3.36.3.7 Lab Testing and Results

For failure to maintain compliance with Section 3.34.1.1.11.3, liquidated damages in the amount of two hundred fifty dollars ($250) times the number of patients for whom the clinician failed to order and implement a plan of care for abnormal diagnostics labs results will be assessed.

3.36.3.8 OB/GYN Care

For failure to maintain compliance with Section 3.34.1.1.12, liquidated damages will be assessed for the individual measures outlined below at each institution as follows:

1. Routine screening mammograms are performed in accordance with policy - liquidated damages in the amount of five hundred dollars ($500) times the number of inmates who did not receive a mammogram as outlined in HSB 15.03.24 will be assessed for each institution for each calendar quarter of non-compliance.

2. Mammography shall be performed on all inmates with suspicious breast masses or lumps - liquidated damages in the amount of five hundred dollars ($500) times the number of inmates who did not receive a mammogram as outlined in HSB 15.03.24 will be assessed for each institution for each calendar quarter of non-compliance.

3.36.3.9 Sick Call Request Process

1. For failure to maintain compliance with Section 3.34.1.1.13.2.a, liquidated damages in the amount of two hundred fifty dollars ($250) times the number of inmates who were not able to access Sick Call in Confinement will be assessed for each institution for each calendar quarter of non-compliance.

2. For failure to maintain compliance with Section 3.34.1.1.13.2.b, liquidated damages in the amount of two hundred fifty dollars ($250) times the number of sick call requests not triaged within twenty four (24) hours time frame will be assessed for each institution for each calendar quarter of non-compliance.

3.36.3.10 Infirmary Services

1. For failure to maintain compliance with Section 3.34.1.1.20.2, liquidated damages in the amount of two hundred fifty dollars ($250) will be assessed for every twenty four (24) hour period there was not an on-call physician at each institution for each calendar quarter of non-compliance.

2. For failure to maintain compliance with Section 3.34.1.1.20.3, liquidated damages in the amount of two hundred fifty dollars ($250) will be assessed for each day a physician did not perform infirmary rounds at each institution for each calendar quarter of non-compliance.

3. For failure to maintain compliance with Section 3.34.1.1.20.7, liquidated damages in the amount of two hundred fifty dollars ($250) times the number inmates who did not

receive a timely discharge summary will be assessed for each institution for each calendar quarter of non-compliance.

3.36.3.11 Periodic Screening

For failure to maintain compliance with Section 3.34.1.1.21, liquidated damages in the amount of two hundred fifty dollars ($250) times the number inmates who did not receive a Periodic Screening will be assessed for each institution for each calendar quarter of non-compliance.

3.36.3.12 Infection Control and Communicable Disease

For failure to maintain compliance with Section 3.34.1.1.29, liquidated damages in the amount of five hundred dollars ($500) will be assessed for each unreported Disease and Condition to the Department of Health for each institution for each calendar quarter of non-compliance.

3.36.3.13 Inmate Communicable Disease Education

For failure to maintain compliance with Section 3.34.1.1.30, liquidated damages in the amount of two hundred fifty dollars ($250) times the number of inmates who did not receive Communicable Disease Education will be assessed for each institution for each calendar quarter of non-compliance.

3.36.3.14 Immunization Administration and Documentation

For failure to maintain compliance with Section 3.34.1.1.32.2., liquidated damages in the amount of two hundred fifty dollars ($250) times the number of inmates who did not receive immunizations in accordance with established policy will be assessed for each institution for each calendar quarter of non-compliance.

3.36.3.15 Infection Control Surveillance and Monitoring

For failure to maintain compliance with Section 3.34.1.1.34, liquidated damages will be assessed for the individual measures outlined below at each institution as follows:

1. Continuity of Tuberculosis Treatment at End of Sentence – liquidated damages in the amount of five hundred dollars ($500) will be assessed for each inmate who did not receive continuity of tuberculosis treatment at end-of-sentence at each institution for each calendar quarter of non-compliance.

2. Tuberculosis Contact Investigations - liquidated damages in the amount of five hundred dollars ($500) will be assessed for each Tuberculosis Contact Investigation not conducted and completed at each institution for each calendar quarter of non-compliance.

3.36.3.16 Dialysis Services

For failure to maintain compliance with Section 3.34.1.1.35, liquidated damages will be assessed for the individual measures outlined below at each institution as follows:

1. Compliance with Epidemiological Investigations/Infection Control Procedures and/or Reports/Audits - liquidated damages in the amount of one thousand dollars ($1,000) per day shall be imposed until such time as all noted deficiencies are corrected.

2. Wait Time for Urgent Requests - liquidated damages in the amount of one thousand dollars ($1,000) per day shall be imposed until such time as all noted deficiencies are corrected.

3.36.4 Mental Health Services

3.36.4.1 Informed Consent

For failure to maintain compliance with Section 3.34.1.2.1, liquidated damages in the amount of $10,000 for each institution will be assessed for each calendar quarter of non-compliance.

3.36.4.2 Inpatient Referrals

For failure to maintain compliance with Section 3.34.1.2. 2, liquidated damages in the amount of $10,000 for each institution will be assessed for each calendar quarter of non-compliance.

3.36.4.3 Discharge from Inpatient/Infirmary

For failure to maintain compliance with Section 3.34.1.2.3, liquidated damages in the amount of $10,000 for each institution will be assessed for each calendar quarter of non-compliance.

3.36.4.4 Isolation Management Rooms and Observation Cells

For failure to maintain compliance with Section 3.34.1.2.4, liquidated damages in the amount of $10,000 for each institution will be assessed for each calendar quarter of non-compliance.

3.36.4.5 Access to Care (Mental Health)

For failure to maintain compliance with Section 3.34.1.2.5, liquidated damages will be assessed for the individual measures outlined below at each institution as follows:

1. Mental Health Assessment - For failure to maintain compliance with Section 3.34.1.2.5.1, liquidated damages in the amount of $10,000 for each institution will be assessed for each calendar quarter of non-compliance.

2. Orientation - For failure to maintain compliance with Section 3.34.1.2.5.2, liquidated damages in the amount of $5,000 for each institution will be assessed for each calendar quarter of non-compliance.

3. Inmate Requests - For failure to maintain compliance with Section 3.34.1.2.5.3, liquidated damages in the amount of $5,000 for each institution will be assessed for each calendar quarter of non-compliance.

4. Inmate-Declared Emergencies/Emergent Staff referrals - For failure to maintain compliance with Section 3.34.1.2.5.4, liquidated damages in the amount of $10,000 for each institution will be assessed for each calendar quarter of non-compliance.

3.36.4.6 Reception Center Services

For failure to maintain compliance with Section 3.34.1.2.6, liquidated damages will be assessed for the individual measures outlined below at each institution as follows:

1. Continuity of Care – Psychotropic Medications - For failure to maintain compliance with Section 3.34.1.2.6.1, liquidated damages in the amount of $10,000 for each institution will be assessed for each calendar quarter of non-compliance.

2. Psychiatry Referral – Past History - For failure to maintain compliance with Section 3.34.1.2.6.2, liquidated damages in the amount of $10,000 for each institution will be assessed for each calendar quarter of non-compliance.

3. Intake Screening – Psychological Testing - For failure to maintain compliance with Section 3.34.1.2.6.3, liquidated damages in the amount of $1,000 for each institution will be assessed for each calendar quarter of non-compliance.

4. Suicide Profile - For failure to maintain compliance with Section 3.34.1.2.6.4, liquidated damages in the amount of $10,000 for each institution will be assessed for each calendar quarter of non-compliance.

5. Mental Retardation Classification - For failure to maintain compliance with Section 3.34.1.2.6.5, liquidated damages in the amount of $1,000 for each institution will be assessed for each calendar quarter of non-compliance.

6. Prior Records - For failure to maintain compliance with Section 3.34.1.2.6.6, liquidated damages in the amount of $1,000 for each institution will be assessed for each calendar quarter of non-compliance.

3.36.4.7 Treatment Plan

For failure to maintain compliance with Section 3.34.1.2.7, liquidated damages will be assessed for the individual measures outlined below at each institution as follows:

1. Outpatient Individualized Service Plan- For failure to maintain compliance with Section 3.34.1.2.7.1, liquidated damages in the amount of $1,000 for each institution will be assessed for each calendar quarter of non-compliance.

2. Inpatient Individualized Service Plan- For failure to maintain compliance with Section 3.34.1.2.7.2, liquidated damages in the amount of $1,000 for each institution will be assessed for each calendar quarter of non-compliance.

3.36.4.8 Outpatient Mental Health Services

For failure to maintain compliance with Section 3.33.1.2.8, liquidated damages will be assessed for the individual measures outlined below at each institution as follows:

1. Case Manager Assignment - For failure to maintain compliance with Section 3.34.1.2.8.1, liquidated damages in the amount of $5,000 for each institution will be assessed for each calendar quarter of non-compliance.

2. Case Management - For failure to maintain compliance with Section 3.34.1.2.8.2, liquidated damages in the amount of $1,000 for each institution will be assessed for each calendar quarter of non-compliance.

3. Level of Care - For failure to maintain compliance with Section 3.34.1.2.8.3, liquidated damages in the amount of $5,000 for each institution will be assessed for each calendar quarter of non-compliance.

3.36.4.9 Suicide and Self-Injury Prevention

For failure to maintain compliance with Section 3.34.1.2.9, liquidated damages will be assessed for the individual measures outlined below at each institution as follows:

1. Suicide Prevention - For failure to maintain compliance with Section 3.34.1.2.9.1, liquidated damages in the amount of $10,000 for each institution will be assessed for each calendar quarter of non-compliance.

2. Suicide and Self-Injury Prevention Training - For failure to maintain compliance with Section 3.34.1.2.9.2, liquidated damages in the amount of $10,000 for each institution will be assessed for each calendar quarter of non-compliance.

3. Self-Harm Observation Status Initial Orders - For failure to maintain compliance with Section 3.34.1.2.9.3, liquidated damages in the amount of $10,000 for each institution will be assessed for each calendar quarter of non-compliance.

4. SHOS/IMR Observations - For failure to maintain compliance with Section 3.34.1.2.9.4, liquidated damages in the amount of $10,000 for each institution will be assessed for each calendar quarter of non-compliance.

5. Property Restrictions - For failure to maintain compliance with Section 3.34.1.2.9.5, liquidated damages in the amount of $10,000 for each institution will be assessed for each calendar quarter of non-compliance.

6. Self-Harm Observations Status Observation Frequency - For failure to maintain compliance with Section 3.34.1.2.9.6, liquidated damages in the amount of $10,000 for each institution will be assessed for each calendar quarter of non-compliance.

7. Daily Counseling - For failure to maintain compliance with Section 3.34.1.2.9.7, liquidated damages in the amount of $5,000 for each institution will be assessed for each calendar quarter of non-compliance.

8. Infirmary Mental Health Care – Continued Stay - For failure to maintain compliance with Section 3.34.1.2.9.8, liquidated damages in the amount of $10,000 for each institution will be assessed for each calendar quarter of non-compliance.

9. Post-Discharge Continuity of Care - For failure to maintain compliance with Section 3.34.1.2.9.9, liquidated damages in the amount of $5,000 for each institution will be assessed for each calendar quarter of non-compliance.

3.36.4.10 Inpatient Mental Health Services

For failure to maintain compliance with Section 3.34.1.2.10, liquidated damages will be assessed for the individual measures outlined below at each institution as follows:

1. Case Manager Assignment - For failure to maintain compliance with Section 3.34.1.2.10.1, liquidated damages in the amount of $10,000 for each institution will be assessed for each calendar quarter of non-compliance.

2. Psychiatric Evaluation at Intake - For failure to maintain compliance with Section 3.34.1.2.10.2, liquidated damages in the amount of $10,000 for each institution will be assessed for each calendar quarter of non-compliance.

3. Risk Assessment - For failure to maintain compliance with Section 3.34.1.2.10.3, liquidated damages in the amount of $10,000 for each institution will be assessed for each calendar quarter of non-compliance.

4. Planned Scheduled Services - For failure to maintain compliance with Section 3.34.1.2.10.4, liquidated damages in the amount of $10,000 for each institution will be assessed for each calendar quarter of non-compliance.

5. Assessments - For failure to maintain compliance with Section 3.34.1.2.10.5, liquidated damages in the amount of $1,000 for each institution will be assessed for each calendar quarter of non-compliance.

3.36.4.11 Psychiatric Restraints

For failure to maintain compliance with Section 3.34.1.2.11, liquidated damages will be assessed for the individual measures outlined below at each institution as follows:

1. Physician Orders – Clinical Rationale - For failure to maintain compliance with Section 3.34.1.2.11.1, liquidated damages in the amount of $10,000 for each institution will be assessed for each calendar quarter of non-compliance.

2. Physician Orders – Duration - For failure to maintain compliance with Section 3.34.1.2.11.2, liquidated damages in the amount of $10,000 for each institution will be assessed for each calendar quarter of non-compliance.

3. Physician Orders – Less Restrictive Measures Considered - For failure to maintain compliance with Section 3.34.1.2.11.3, liquidated damages in the amount of $10,000 for each institution will be assessed for each calendar quarter of non-compliance.

4. Psychiatric Restraints – Nursing Observations and assessments - For failure to maintain compliance with Section 3.34.1.2.11.4, liquidated damages in the amount of $10,000 for each institution will be assessed for each calendar quarter of non-compliance.

5. Physician Orders – Release Criteria - For failure to maintain compliance with Section 3.34.1.2.11.5, liquidated damages in the amount of $10,000 for each institution will be assessed for each calendar quarter of non-compliance.

3.36.4.12 Psychotropic Medication Management

For failure to maintain compliance with Section 3.34.1.2.12, liquidated damages will be assessed for the individual measures outlined below at each institution as follows:

1. Psychiatric Evaluation Prior to Initial Prescription - For failure to maintain compliance with Section 3.34.1.2.12.1, liquidated damages in the amount of $10,000 for each institution will be assessed for each calendar quarter of non-compliance.

2. Informed Consent - For failure to maintain compliance with Section 3.34.1.2.12.2, liquidated damages in the amount of $10,000 for each institution will be assessed for each calendar quarter of non-compliance.

3. Required Labs – Initial – For failure to maintain compliance with Section 3.34.1.2.12.3, liquidated damages in the amount of $10,000 for each institution will be assessed for each calendar quarter of non-compliance.

4. Required labs – Follow-Up - For failure to maintain compliance with Section 3.34.1.2.12.4, liquidated damages in the amount of $10,000 for each institution will be assessed for each calendar quarter of non-compliance.

5. Initial Psychiatric Follow-Up - For failure to maintain compliance with Section 3.34.1.2.12.5, liquidated damages in the amount of $10,000 for each institution will be assessed for each calendar quarter of non-compliance.

6. Rationale for Medication Adjustments - For failure to maintain compliance with Section 3.34.1.2.12.6, liquidated damages in the amount of $10,000 for each institution will be assessed for each calendar quarter of non-compliance.

7. AIMS testing – Antipsychotic Medications - For failure to maintain compliance with Section 3.34.1.2.12.7, liquidated damages in the amount of $5,000 for each institution will be assessed for each calendar quarter of non-compliance.

3.36.4.13 Use of Force

For failure to maintain compliance with Section 3.34.1.2.13, liquidated damages in the amount of $5,000 for each institution will be assessed for each calendar quarter of non-compliance.

3.36.4.14 Confinement/Special Housing Services

For failure to maintain compliance with Section 3.34.1.2.14, liquidated damages will be assessed for the individual measures outlined below at each institution as follows:

1. Confinement Evaluations (S3) - For failure to maintain compliance with Section 3.34.1.2.14.1, liquidated damages in the amount of $5,000 for each institution will be assessed for each calendar quarter of non-compliance.

2. Confinement Evaluations (S1/S2) - For failure to maintain compliance with Section 3.34.1.2.14.2, liquidated damages in the amount of $5,000 for each institution will be assessed for each calendar quarter of non-compliance.

3. Confinement Rounds - For failure to maintain compliance with Section 3.34.1.2.14.3, liquidated damages in the amount of $5,000 for each institution will be assessed for each calendar quarter of non-compliance.

4. Behavioral Risk Assessments (BRA) - For failure to maintain compliance with Section 3.34.1.2.14.4, liquidated damages in the amount of $1,000 for each institution will be assessed for each calendar quarter of non-compliance.

5. Close Management Out of cell Activities - For failure to maintain compliance with Section 3.34.1.2.14.5, liquidated damages in the amount of $1,000 for each institution will be assessed for each calendar quarter of non-compliance

3.36.4.15 Sex Offender Screening and Treatment

For failure to maintain compliance with Section 3.34.1.2.15, liquidated damages in the amount of $1,000 for each institution will be assessed for each calendar quarter of non-compliance.

3.36.4.16 Re-Entry Services

For failure to maintain compliance with Section 3.34.1.2.16, liquidated damages will be assessed for the individual measures outlined below at each institution as follows:

1. Initiation of Re-Entry Services - For failure to maintain compliance with Section 3.34.1.2.16.1, liquidated damages in the amount of $10,000 for each institution will be assessed for each calendar quarter of non-compliance.

2. Continuity of Care - For failure to maintain compliance with Section 3.34.1.2.16.2, liquidated damages in the amount of $10,000 for each institution will be assessed for each calendar quarter of non-compliance.

3.36.5 Dental Services

3.36.5.1 Wait Times

For failure to maintain compliance with Section 3.34.1.3.2, liquidated damages will be assessed for the individual measures outlined below at each institution as follows:

1. Initial Waiting Times for Routine Comprehensive Dental Care (Section 3.34.1.3.2.1) - Liquidated damages in the amount of $5,000 will be assessed for each institution for each calendar quarter of non-compliance.

2. Wait time for Dental Appointments Between the First Appointment and Follow-Up Appointment (Section 3.34.1.3.2.2) - Liquidated damages in the amount of $5,000 will be assessed for each institution for each calendar quarter of non-compliance.

3.36.5.2 Complete Dentures

For failure to maintain compliance with Section 3.34.1.3.9, liquidated damages in the amount of $5,000 will be assessed for each institution for each calendar quarter of non-compliance.

3.36.5.3 Removable Partial Dentures

For failure to maintain compliance with Section 3.34.1.3.10, liquidated damages in the amount of $5,000 will be assessed for each institution for each calendar quarter of non-compliance.

3.36.5.4 Oral Pathology Consults/Referrals

For failure to maintain compliance with Section 3.34.1.3.12, liquidated damages in the amount of $10,000 will be assessed for each institution for each calendar quarter of non-compliance.

3.36.5.5 Trauma/Cancer

For failure to maintain compliance with Section 3.34.1.3.15, liquidated damages in the amount of $10,000 will be assessed for each institution for each calendar quarter of non-compliance.

3.36.6 Medication Management/Pharmacy Services

3.36.6.1 Pharmacy Inspections

For failure to maintain compliance with Section 3.34.1.4.5, liquidated damages will be assessed for the individual measures outlined below at each institution as follows:

1. Compliant on Monthly Consultant Pharmacist inspections (Section 3.34.1.4.5.1) - Liquidated damages in the amount of $5,000 will be assessed for each institution for each calendar quarter of non-compliance.

2. Deficiencies in previous Consultant Pharmacist Monthly Inspection Reports are corrected (Section 3.34.1.4.5.2) - Liquidated damages in the amount of $5,000 will be assessed for each institution for each calendar quarter of non-compliance.

3. Successful completion on yearly State of Florida Board of Pharmacy Inspection (Section 3.34.1.4.5.3) - Liquidated damages in the amount of $5,000 will be assessed for each institution for each calendar quarter of non-compliance.

3.36.6.2 Dispensing Requirements

For failure to maintain compliance with Section 3.34.1.4.7, liquidated damages will be assessed for the individual measures outlined below at each institution as follows:

1. New regular prescription orders (Section 3.34.1.4.7.1) – Liquidated damages in the amount of $1,000 will be assessed for each institution for each calendar quarter of non-compliance.

2. Refill prescription orders (Section 3.34.1.4.7.2) - Liquidated damages in the amount of $1,000 will be assessed for each institution for each calendar quarter of non-compliance.

3. New non-formulary prescriptions (Section 3.34.1.4.7.3) - Liquidated damages in the amount of $1,000 will be assessed for each institution for each calendar quarter of non-compliance.

4. Drug Exception Request (DER) for non-formulary drugs (Section 3.34.1.4.7.4) - Liquidated damages in the amount of $1,000 will be assessed for each institution for each calendar quarter of non-compliance.

5. Stat Orders (Section 3.34.1.4.7.5) - Liquidated damages in the amount of $1,000 will be assessed for each institution for each calendar quarter of non-compliance.

6. Adherence to state and federal statutes, administration rules, and regulations (Section 3.34.1.4.7.6) - Liquidated damages in the amount of $1,000 will be assessed for each institution for each calendar quarter of non-compliance.

3.36.6.3 Licenses and Drug Pedigree

For failure to maintain compliance with Section 3.34.1.4.8, will be assessed for the individual measures outlined below at each institution as follows:

1. Possession of Pharmacy Licenses (Section 3.34.1.4.8.1) - Liquidated damages in the amount of $1,000 will be assessed for each institution for each calendar quarter of non-compliance.

2. Drug Pedigree (Section 3.34.1.4.8.2) - Liquidated damages in the amount of $1,000 will be assessed for each institution for each calendar quarter of non-compliance.

3.36.7 Corrective Action Plans

3.36.7.1 Timely Submission of Corrective Action Plans

In the event that the Contractor receives a Monitoring Report requiring a Corrective Action Plan (CAP) to be submitted and fails to submit a CAP responding to each specified written deficiency within the time frames specified in Section 3.34.1.5.3, liquidated damages in the amount of one thousand dollars ($1,000.00) per day for each day the CAP is untimely submitted will be imposed.

3.36.7.2 Timely Corrections of Deficiencies per Timeframes Established in the Corrective Action Plan (CAP)

In the event the Contractor fails to correct deficiencies noted in the Department's monitoring report within the timeframes indicated in the CAP (Section 3.34.1.5.4), liquidated damages in the amount of one thousand dollars ($1,000.00) per day, per deficiency where deficiencies have not been timely corrected shall be imposed until such time as all noted deficiencies are corrected.

3.36.8 Timely Submission of Required Reports

In the event the Contractor fails to timely submit required reports as outlined in Section 3.32, Reporting Requirements (Section 3.34.1.5.5), liquidated damages in the amount of one thousand dollars ($1,000) shall be imposed for each report submitted more than ten (10) business days after the due date.

3.36.9 IT Related Deficiencies

3.36.9.1 Data Exchanges

In the event the Contractor fails to provide data transfers as required (Section 3.34.1.5.13.1), liquidated damages in the amount of $5,000 per day shall be imposed until such time as all deficiencies are corrected.

3.36.9.2 Repeated Outages

In the event the Contractor fails to prevent unplanned outages from repeating, for the same reason, within the same day (Section 3.34.1.5.13.2), liquidated damages in the amount of $5,000 per day shall be imposed until such time as all deficiencies are corrected.

3.36.9.3 Recovery Time

In the event the Contractor fails to repair and/or restart services after an unplanned outage within one hour after being reported as unavailable (Section 3.34.1.5.13.3), liquidated damages in the amount of one $5,000 per day shall be imposed until such time as all deficiencies are corrected.

3.36.9.4 Minimum Acceptable Monthly Service Availability

In the event the Contractor fails to return services to operation within performance target timeframes (Section 3.34.1.5.13.4), liquidated damages in the amount of one $5,000 per day shall be imposed until such time as all deficiencies are corrected.

3.36.10 Liquidated Damages for Other Contract Requirements

For failure to meet Other Contract Requirements Outcomes and Standards, set forth in Section 3.34.2, Other Contract Requirements, liquidated damages will be imposed in the amount of five thousand dollars ($5,000.00) per day, per deficiency until such time as all noted deficiencies are corrected.

3.36.11 Liquidated Damages for Repeated Failures

Repeated instances of failure to meet either Critical Standards or other Standards in consecutive months will result in liquidated damages being doubled. The Department, at its exclusive option, may allow up to a three (3) month "grace period" following implementation of services during which no damages will be imposed for failure to achieve the standards.

3.37 Deliverables

The following services or service tasks are identified as deliverables for the purposes of this RFP:

3.37.1 Appropriate health care services for inmates consisting of deliverables listed under Section 3.34.1, Performance Outcomes, Measures, and Standards.
3.37.2 Reports as required in Section 3.32, Reporting Requirements.
3.37.3 Compliance with contract terms and conditions.

3.38 Value-Added Services

Value-added services include any services, including additional services that the Contractor offers to provide as part of the Contract resulting from the RFP, that clearly exceed the minimum requirements of required service delivery and/or that may be unknown to the Department at this time. Value-added services must be approved by the Department and conform to Department rules and security requirements.

Any value-added services to be provided shall be fully described and included in the Proposer's project proposal in accordance with Section 5.6 of this RFP.

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SECTION 4 – PROCUREMENT RULES AND INFORMATION

4.1 Procurement Manager

Questions related to the procurement should be addressed to:

Ana Ploch, Procurement Manager
Florida Department of Corrections
Bureau of Procurement & Supply
4070 Esplanade Way
Tallahassee, FL 32311
Telephone: (850) 717-3680
Fax: (850) 488-7189
E-mail: ploch.ana@mail.dc.state.fl.us

Pursuant to Section 287.057(23), Florida Statutes, Proposers to this solicitation or persons acting on their behalf may not contact, between the release of the solicitation and the end of the seventy-two (72) hour period following the agency posting the Notice of Agency Decision ("intended award"), excluding Saturdays, Sundays, and state holidays, any employee or officer of the executive or legislative branch concerning any aspect of this solicitation, except in writing to the Procurement Manager or as provided in the solicitation documents. Violation of this provision may be grounds for rejecting a proposal.

Questions will only be accepted if submitted in writing and received on or before the date and time specified in the Calendar of Events (Section 4.2). Responses will be posted on the Vendor Bid System (VBS) by the date referenced in the Calendar of Events (Section 4.2).

Any person requiring special accommodation in responding to this solicitation because of a disability should call the Bureau of Procurement and Supply at 850-717-3700 at least five (5) days prior to any pre-solicitation conference, solicitation opening or meeting. If you are hearing or speech impaired, please contact the Bureau of Procurement and Supply by using the Florida Relay Service, which can be reached at 1-800-955-8771 (TDD).

Interested parties are encouraged to carefully review all the materials contained herein and prepare proposals accordingly.

4.2 Calendar of Events

Listed below are the important actions and dates/times by which the actions shall be taken or completed. If the Department finds it necessary to change any of these dates/times, it will be accomplished by an addendum. All listed times are local Eastern Standard Time in Tallahassee, Florida.

	DATE	TIME	ACTION
4.2.1	September 14, 2011		Release of RFP to public, posted on VBS
4.2.2	September 19, 2011		Last day for Notice of Intent to Propose received by the Department, and for submitting information for background screening (names and identifying information for site visits)
4.2.3	September 26 – October 5, 2011		Site Visits
4.2.4	October 12, 2011	5:00 p.m.	Last day for Written Inquiries received by the Department
4.2.5	October 28, 2011		Anticipated date that Answers to Written Inquiries to the RFP will be posted on VBS.
4.2.6	November 7, 2011	5:00 p.m.	Proposals Due

	DATE	TIME	ACTION
4.2.7	November 8, 2011	2:00 p.m.	Project Proposal Opening - Including Review of Mandatory Responsiveness Requirements (Fatal Criteria)
4.2.8	November 22, 2011	2:00 p.m.	Anticipated date of Price Proposal Opening
4.2.9	December 12-16, 2011		Anticipated date for Legislative Budget Committee Review
4.2.10	January 3, 2012		Anticipated Posting of Agency Decision
4.2.11	February 1, 2012		Anticipated Contract Start Date – Allows for an implementation planning period prior to the beginning of services. Implementation of services shall begin on April 1, 2012 and must be completed for all locations and regions between April 1, 2012 and June 30, 2012

4.3 Procurement Rules

4.3.1 Submission of Proposals

Each proposal shall be prepared simply and economically, providing a straightforward, concise delineation of the Proposer's capabilities to satisfy the requirements of this RFP. Elaborate bindings, colored displays, and promotional material are not desired. Emphasis in each proposal shall be on completeness and clarity of content. In order to expedite the evaluation of proposals, it is essential that Proposers follow the format and instructions contained in the Proposal Submission Requirements (Section 5) with particular emphasis on the Mandatory Responsiveness Requirements.

Proposals are due at the time and date specified in the Calendar of Events (Section 4.2) at the Department of Corrections, Bureau of Procurement and Supply, and shall be submitted to the attention of the Procurement Manager listed in Section 4.1. Proposals shall be delivered via express mail, or hand-delivery, to the address listed in Section 4.1. Proposals received late (after proposal due date and time) will not be considered, and no modification by the Proposer, of submitted proposals, will be allowed, unless the Department has made a request for additional information. No Department staff will be held responsible for the inadvertent opening of a proposal not properly sealed, addressed or identified.

NOTE: Proposers should keep in mind that the PROPOSALS DUE date and the PROJECT PROPOSAL OPENING date are not the same.

4.3.2 Proposal Opening

Proposals will be publicly opened at the time and date specified in the Calendar of Events (Section 4.2). The opening of proposals will take place at the Department of Corrections, Bureau of Procurement and Supply, 4070 Esplanade Way, 2nd floor, Tallahassee, Florida. The name of all Proposers submitting proposals shall be made available to interested parties upon written request to the Procurement Manager listed in Section 4.1.

4.3.3 Costs of Preparing Proposal

The Department is not liable for any costs incurred by a Proposer in responding to this RFP, including those for oral presentations, if applicable.

4.3.4 Disposal of Proposals

All proposals become the property of the State of Florida and will be a matter of public record subject to the provisions of Chapter 119, Florida Statutes. Selection or rejection of the proposal will not affect this right.

Should the Department reject all proposals and issue a re-bid, information submitted in response to this RFP will become a matter of public record as indicated in Section 119.07 (1), Florida Statutes.

4.3.5 Right to Withdraw Request for Proposal

The Department reserves the right to withdraw this RFP at any time and by doing so assumes no liability to any Proposer.

4.3.6 Mandatory Responsiveness Requirements

The Department shall reject any and all proposals that do not meet mandatory responsiveness requirements as defined below.

Mandatory Responsiveness Requirements are those terms, conditions or requirements that shall be met by the Proposer to be responsive to this RFP. The proposals must include all required plans for services as required in the RFP for review by the Department. Failure to meet these responsiveness requirements will cause rejection of a proposal. Any proposal rejected for failure to meet mandatory responsiveness requirements will not be further evaluated.

4.3.7 Right to Reject Proposal Submissions and Waiver of Minor Irregularities

The Department reserves the right to reject any and all Statement of Qualifications and/or Technical Proposal/Service Delivery Narrative or to waive minor irregularities when to do so would be in the best interest of the State of Florida. Minor irregularities are defined as a variation from the Request for Proposal terms and conditions which does not affect the price proposed, or give the Proposer an advantage or benefit not enjoyed by other Proposers, or does not adversely impact the interests of the Department. At its option, the Department may correct minor irregularities but is under no obligation to do so whatsoever.

4.3.8 Site Visits

All interested Proposers, before submitting their proposal, may visit the following sites and become familiar with conditions that may in any manner affect the work to be done. Attendance at the site visits is highly recommended. The Department has set specific dates for the site visits and will not allow visits for individual Proposers or visits at any other time. Interested parties must call the appropriate contact person at least five (5) business days prior to start date of the site visits listed in the Calendar of Events and furnish them with the following information on all attendees, including the attendee's Full Name, Social Security Number, Date of Birth and Driver's License Number. Participation in the Site Visits will be limited to two representatives per organization, per site visit location.

Site visits shall occur according to the following schedule and interested parties shall meet at the main gate for admittance to the facility. The institutions listed below are a representative sample of the of the various types of facilities the Department currently operates. All Department security procedures shall apply. Each site visit shall be comprised of a tour of the health services facilities at that institution, and shall last for approximately 1 ½ to 2 hours.

SITE VISITS SCHEDULE				
Region	Institution	Address	Date	Time
Southern	Homestead CI	19000 S.W. 377th Street Florida City, Florida 33034-6409 Contact: Janet Dobson Telephone: 305-592-9567, ext 4096 dobson.janet@mail.dc.state.fl.us	October 4, 2011	9:00 am

SITE VISITS SCHEDULE				
Region	Institution	Address	Date	Time
	Dade CI	19000 S.W. 377th Street Florida City, Florida 33034-6409 Contact: Janet Dobson Telephone: 305-592-9567, ext 4096 dobson.janet@mail.dc.state.fl.us		2:00 pm
	SFRC	14000 NW 41st Street Doral, Florida 33178-3003 Contact: Janet Dobson Telephone: 305-592-9567, ext 4096 dobson.janet@mail.dc.state.fl.us	October 5, 2011	9:00 am
	Everglades CI	1599 S.W. 187th Avenue Miami, Florida 33194 Contact: Janet Dobson Telephone: 305-592-9567, ext 4096 dobson.janet@mail.dc.state.fl.us		2:00 pm

Persons present as attendees must be the same individuals for whom information was provided and must be approved by Department/Institution staff at each site. For security reasons, admittance of any Proposers not previously approved is at the sole discretion of the Institution and Proposers who did not seek prior approval may be denied access. Attendees must present photo identification at the site.

The site visits are an opportunity to tour each institution. The Department will accept verbal questions during the site visits and will make a reasonable effort to provide answers at that time. Impromptu questions will be permitted and spontaneous answers provided; however, parties should clearly understand that the Department will issue a written response ONLY to those questions subsequently submitted in writing in accordance with Section 4.3.9.1. This written response will be provided to all prospective Proposers as an addendum to the RFP and shall be considered the Department's official answer or position as to the question or issue posed. Verbal answers and discussions shall not be binding upon the Department.

Failure to adequately inspect the premises shall not relieve the successful proposer from furnishing, at no additional cost to the Department, any materials, equipment, supplies, or labor that may be required to carry out the intent of this RFP. Submission of a proposal shall be construed as evidence that the proposer has made necessary examination, inspection and investigation.

4.3.9 Inquiries

4.3.9.1 Pursuant to Section 287.057(2), Florida Statutes, the Department will allow a written question and answer period for the purpose of responding to vendor questions. Any questions from Proposers concerning this RFP shall be submitted in writing, identifying the submitter, to the Procurement Manager identified in Section 4.1 of this RFP and must be received no later than the date and time specified in the Calendar of Events (Section 4.2). E-mail inquiries are preferred, and the Proposer may follow up with a hard copy by mail or facsimile. However, it is the responsibility of the Proposer to confirm receipt of e-mailed or faxed inquiries.

4.3.9.2 Interested parties shall examine this RFP to determine if the Department's requirements are clearly stated. Proposers may request, in writing, during the question and answer period that the requirements be changed. The Proposer who requests changes must identify and describe their difficulty in meeting the Department's requirements, must provide detailed justification for a

change, and must recommend changes to the requirements. Requests for changes to this RFP must be received by the Department no later than the date shown for written inquires questions in the Calendar of Events (Section 4.2). A Proposer's failure to request changes by the date described above shall be considered to constitute Proposer's acceptance of the Department's requirements. The Department shall determine what changes to this RFP shall be acceptable to the Department. If required, the Department shall issue an addendum reflecting the acceptable changes to this RFP, which shall be posted on VBS, in order that all Proposers shall be given the opportunity of proposing to the same requirements.

4.3.9.3 Failure to file a protest of the RFP specifications within the time prescribed in Section 120.57(3), Florida Statutes, or failure to post the bond or other security required by law within the time allowed for filing a bond shall constitute a waiver of proceedings under Chapter 120, Florida Statutes.

4.3.9.4 A formal written protest must be accompanied by a bond payable to the Department in an amount equal to one percent (1%) of the Department's estimate of the total value of the proposed Contract. The amount of the bond will be pursuant to Section 287.042(2)(c), F.S.

4.3.10 Letter of Intent to Propose

All Proposers planning to submit a proposal are strongly recommended to submit a letter stating this intent by the date and time specified in the Calendar of Events (Section 4.2). This letter may be e-mailed, mailed, faxed or hand delivered.

4.3.11 Addenda

The Department will post all addenda and materials relative to this procurement on the Florida Vendor Bid System at www.myflorida.com under the posted proposal number (click on "Business", then "Doing Business with the State", under "Everything for Vendors and Customers", click on "Vendor Bid System (VBS)", and "Search Advertisements"). Interested parties are responsible for monitoring this site for new or changing information relative to this procurement.

An Addendum Acknowledgment Form will be included with each addendum and shall be signed by an authorized company representative, dated, and returned with the proposal, as instructed in Section 5.9, Addendum Acknowledgment Form.

4.3.12 Cost/Price Discussions

Any discussion by a Proposer with any employee or authorized representative of the Department involving cost or price information, occurring prior to posting of the Notice of Agency Decision, will result in rejection of said Proposer's proposal.

4.3.13 Verbal Instructions

No negotiations, decisions, or actions shall be initiated or executed by the Proposer as a result of any discussions with any Department employee. Only those communications which are in writing from the Department's staff identified in Section 4.1 of this RFP shall be considered a duly authorized expression on behalf of the Department. Only communications from the Proposer's representative which are in writing and signed will be recognized by the Department as duly authorized expressions on behalf of the Proposer.

4.3.14 No Prior Involvement and Conflicts of Interest

The Proposer shall not compensate in any manner, directly or indirectly, any officer, agent or employee of the Department for any act or service which he/she may do, or perform for, or on behalf of, any officer, agent, or employee of the Proposer. No officer, agent, or employee of the Department shall have any

interest, directly or indirectly, in any Contract or purchase made, or authorized to be made, by anyone for, or on behalf of, the Department.

The Proposer shall have no interest and shall not acquire any interest that shall conflict in any manner or degree with the performance of the services required under this RFP.

4.3.15 State Licensing Requirements

All entities defined under Chapters 607, 617 or 620, Florida Statutes, seeking to do business with the Department shall be on file and in good standing with the State of Florida's Department of State.

4.3.16 MyFloridaMarketPlace Vendor Registration

All vendors that have not re-registered with the State of Florida since March 31, 2003, shall go to http://vendor.myfloridamarketplace.com/ to complete on-line registration, or call 1-866-352-3776 for assisted registration.

4.3.17 Public Entity Crimes

A person or affiliate who has been placed on the Convicted Contractor List following a conviction for a public entity crime may not submit a proposal to provide any goods or services to a public entity, may not submit a bid or proposal to a public entity for the construction or repair of a public building or public work, may not submit bids or proposals for leases of real property to a public entity, may not be awarded or perform work as a Proposer, supplier, subcontractor, or consultant under a Contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017, Florida Statutes, for Category Two (2) for a period of thirty-six (36) months from the date of being placed on the Convicted Vendor List.

4.3.18 Discriminatory Vendors List

An entity or affiliate who has been placed on the Discriminatory Vendors List may not submit a bid or proposal to provide goods or services to a public entity, may not be awarded a Contract or perform work as a Contractor, supplier, subcontractor or consultant under Contract with any public entity and may not transact business with any public entity.

4.3.19 Unauthorized Employment of Alien Workers

The Department does not intend to award publicly funded Contracts to those entities or affiliates who knowingly employ unauthorized alien workers, constituting a violation of the employment provisions as determined pursuant to Section 274A of the Immigration and Nationality Act.

4.3.20 Confidential, Proprietary, or Trade Secret Material

The Department takes its public records responsibilities as provided under chapter 119, Florida Statutes and Article I, Section 24 of the Florida Constitution, very seriously. If the Proposer considers any portion of the documents, data or records submitted in response to this solicitation to be confidential, trade secret or otherwise not subject to disclosure pursuant to chapter 119, Florida Statutes, the Florida Constitution or other authority, the Proposer must also simultaneously provide the Department with a separate redacted copy of its proposal and briefly describe in writing the grounds for claiming exemption from the public records law, including the specific statutory citation for such exemption. This redacted copy shall contain the Department's solicitation name, number, and the name of the Proposer on the cover, and shall be clearly titled "Redacted Copy." The redacted copy shall be provided to the Department at the same time the Proposer submits its proposal to the solicitation and must only exclude or redact those exact portions which are claimed confidential, proprietary, or trade secret.

The Proposer shall be responsible for defending its determination that the redacted portions of its proposal are confidential, trade secret or otherwise not subject to disclosure. Further, the Proposer shall protect, defend, and indemnify the Department for any and all claims arising from or relating to the Proposer's determination that the redacted portions of its proposal are confidential, proprietary, trade secret or otherwise not subject to disclosure.

If the Proposer fails to submit a Redacted Copy with its proposal, the Department is authorized to produce the entire documents, data or records submitted by the Proposer in answer to a public records request for these records.

4.3.21 Disclosure of Proposal Submittal Contents

All documentation produced as part of this solicitation shall become the exclusive property of the Department and may not be removed by the Proposer or its agents. All replies shall become the property of the Department and shall not be returned to the Proposer. The Department shall have the right to use any or all ideas or adaptations of the ideas presented in any reply. Selection or rejection of a proposal shall not affect this right.

4.4 Posting of Notice of Agency Decision

In regard to any competitive solicitation, the Department shall post a public notice of agency action when the Department has made a decision to award a contract, reject all bids or proposals, or to cancel or withdraw the solicitation.

The Notice of Agency Decision will be posted on or about the date shown in the Calendar of Events (Section 4.2) and will remain posted for a period of seventy-two (72) hours (Saturdays, Sundays and State holidays shall be excluded in the computation of the seventy-two (72) hour time period). Posting will be made available on the Florida Vendor Bid System at www.myflorida.com (follow instructions listed in Section 4.3.11).

4.4.1 Anyone seeking to file a formal protest must do so within the time prescribed in Chapter 120.57(3), Florida Statutes. Failure to post the bond or other security required by law within the time allowed for filing a bond shall constitute a waiver of proceedings under Chapter 120, Florida Statutes.

4.4.2 A formal written protest must be accompanied by a bond payable to the Department in an amount equal to one percent (1%) of the Department's estimate of the total value of the proposed Contract. The amount of the bond will be pursuant to Section 287.042(2)(c), Florida Statutes. The amount of the bond will be provided by the Department's Office of General Counsel/Contracts Section and can be obtained by contacting the appropriate staff at (850) 717-3605. The form of the bond shall be a bond, cashier's check, or money order.

4.4.3 Filing Notices of Intent or Formal Protest:

Notices of Intent to Protest or Formal Protest shall be filed with the Agency Clerk, located at 501 South Calhoun Street (Carlton Building), Tallahassee, Florida 32399-2500. Protest related documents may be hand-delivered to the Agency Clerk by entering the Calhoun Street entrance and asking the person at the Security Desk to call the Agency Clerk to come down to the entrance to receive the documents for filing. Documents left at the Security Desk will not be considered filed until received by the Agency Clerk. Formal protests may not be faxed filed. Protest documents received after hours will be filed the next business day. Protests sent to the Procurement Manager by any means (mail, fax or email), will not be considered filed with the Agency Clerk until they are received, by the Agency Clerk, at the Carlton Building address.

SECTION 5 – PROPOSAL SUBMISSION REQUIREMENTS

Proposals shall be submitted in hard-copy and on CD-ROM per the instructions below:

- The Proposer shall supply one (1) original signed and six (6) copies of the Project Proposal in writing, on paper, and clearly marked "RFP #11-DC-8328 – Project Proposal for Comprehensive Healthcare Services in Region IV."
- The Proposer shall supply one (1) original signed and three (3) copies of the Price Proposal, in writing, on paper, and clearly marked "RFP #11-DC-8328 – Price Proposal for Comprehensive Healthcare Services in Region IV." The Price Proposal must be completed utilizing the Price Information Sheet and Pricing Matrix worksheets (ATTACHMENT 11). All price tables must be filled out completely and in accordance with instructions set forth in Section 5.11 of this RFP.
- The Proposer shall supply one (1) electronic copy of the Project Proposal on CD-ROM with large files scanned as separate PDF files.
- The Proposer shall supply one (1) electronic copy of the Price Proposal on CD-ROM, in the original format as provided by the Department.
- The Proposer shall supply One (1) electronic (i.e., a pdf version on CD) REDACTED COPY of the entire Project Proposal (refer to Section 4.3.20).

The Project Proposal and Price Proposal may be submitted within the same box or container AS LONG AS they are in SEPARATELY SEALED packages/envelopes clearly identified as indicated above. Inclusion of any costs or pricing data in the Project Proposal may result in rejection of the entire proposal submission.

Project Proposal Format and Contents

This section prescribes the format in which the Project Proposals are to be submitted. There is no intent to limit the content of the proposals. Additional information deemed appropriate by the Proposer may be included, but must be placed within the relevant section. Additional tabs beyond those designated in this section will not be evaluated. The following paragraphs contain instructions that describe the required format for proposals.

Project Proposals shall be limited to a page size of eight and one-half by eleven inches (8.5" x 11"). Fold out pages may be used, where appropriate, but should not exceed five percent (5%) of the total number of pages of the entire proposal. All pages shall be sequentially numbered. It is recognized that existing financial reports, documents, or brochures, may not comply with the just-prescribed format. They will be acceptable in current form and need not be reformatted.

All Project Proposals must contain the sections outlined below. Those sections are called "Tabs." A "Tab", as used here, is a section separator, offset and labeled, (Example: "Tab 1, Mandatory Responsiveness Requirements"), such that the Evaluation Committee can easily turn to "Tabbed" sections during the evaluation process. Failure to have all copies properly "tabbed" makes it much more difficult for the Department to evaluate the proposal.

5.1 Tab 1 – Mandatory Responsiveness Requirements/Fatal Criteria

The following terms, conditions, or requirements must be met by the Proposer to be considered responsive to this RFP. These responsiveness requirements are mandatory. Failure to meet these responsiveness requirements will cause rejection of a proposal. Note: Copies of rejected proposals will be retained in the RFP file.

5.1.1 It is mandatory that the proposal package is received by the Department by the date and time specified in Section 4.2, Calendar of Events.

5.1.2 It is mandatory that the Proposer sign, have certified by a notary public, and return, under Tab 1 of the Proposal, the "Certification Attestation Page for Mandatory Statements" (ATTACHMENT 1).

5.1.3 It is mandatory that the Proposer submit a completed Price Proposal, and that it is received by the Department by the date and time specified in Section 4.2, Calendar of Events. The Price Proposal may be

submitted within the same box or container that the Project Proposal is submitted in, as long as the Price Proposal (including all copies) is in a separately sealed package/envelope. As previously indicated, no cost information may be reflected in the Project Proposal. Please see Section 5.11 of this solicitation for further information.

Additionally, the Proposer shall complete, sign and return, under Tab 1, the Florida Department of Corrections, RFP Acknowledgement Form, which is the front cover of this RFP document.

5.2 Tab 2 – Transmittal Letter with Executive Summary

The proposal shall include a Transmittal Letter with Executive Summary (narrative) synopsis of the Proposer's method of delivering the required services in compliance with the minimum requirements and scope of services outlined in Section 3, Scope of Services Sought, of the RFP. The synopsis shall contain sufficient detail addressing all elements of the required service delivery and shall be prepared in such a manner that will clearly indicate the Proposer's understanding of, and intent to comply with, the requirements set forth in the RFP, and will be understandable to individuals on a management level. The Transmittal Letter with Executive Summary shall be signed by a representative of the Proposer authorized to bind the corporate entity submitting the proposal and shall be inserted under Tab 2 of the Proposal. The Transmittal Letter with Executive Summary shall also contain information addressing each of the following requirements:

5.2.1 Information indicating that the Proposer is a corporation or other legal entity, if applicable.

5.2.2 The Proposer's federal tax identification number or social security number, as applicable to the legal entity that will be performing the services under the Contract.

5.2.3 The Proposer's E-mail address or a statement certifying that an E-mail address will be available for the Contractor's Representative by the start date of any contract resulting from this RFP.

5.2.4 Information indicating whether the Proposer intends to utilize subcontractors and if so, that the proposer agrees to provide written notice to the Contract Manager of the name, component/type of work to be performed and FEID number of all subcontractors that will be utilized for direct service delivery. (This information shall be provided with the proposal). Use of subcontractors must be in accordance with Section 7.18.

5.2.5 A statement from any proposed subcontractor acknowledging acceptance of and intent to be bound by the contract terms to be included in the Department's Contract should the proposer be awarded a Contract resulting from this RFP. The statement shall bear an original signature from a person authorized to legally bind the subcontractor.

5.2.6 Proof that the Proposer is registered to do business in Florida, evidenced by Articles of Incorporation or Fictitious Name Registration or Business License and, if applicable, a copy of the most recent Certification of Good Standing. (This information may be obtained from the State of Florida's, Secretary of State's Office). In addition, the Proposer's corporate document number or fictitious name file number, if applicable, must be provided as well as assurances that, if necessary, any subcontractors proposed will also be licensed to do business in Florida.

5.2.7 A statement disclosing the name of any officer, director, employee or other agent who is also an employee of the State and the name of any State employee who owns, directly or indirectly, an interest of five percent (5%) or more in the Proposer or its affiliates, including parent corporations. If no officer, director, employee or other agent of the Proposer is also an employee of the State or no State employee owns a five percent (5%) interest in the Proposer or its' affiliates or parent corporation, a statement to that effect, as applicable, shall be provided.

5.2.8 A statement affirmatively certifying that the Proposer has no interest and shall not acquire any interest that shall conflict in any manner or degree with the performance of the services required under this RFP.

5.2.9 The Proposer shall provide for both the Contractor and Contractor's personnel, copies of any and all documents regarding complaints filed, investigations made, warning letters or inspection reports issued, or any disciplinary action imposed by Federal or State oversight agencies within the past five (5) years.

5.2.10 The Proposer shall also identify all entities of or related to the Proposer (including parent company and subsidiaries of the parent company; divisions or subdivisions of parent company or of Proposer), that have ever been convicted of fraud or of deceit or unlawful business dealings whether related to the services contemplated by this RFP or not, or entered into any type of settlement agreement concerning a business practice, including services contemplated by this RFP, in response to a civil or criminal action, or have been the subject of any complaint, action, investigation or suit involving any other type of dealings contrary to federal, state, or other regulatory agency regulations. The Proposer shall identify the amount of any payments made as part of any settlement agreement, consent order or conviction.

5.2.11 A current copy of all required state and federal licenses, permits and registrations, including, but not limited to the face-sheet of the Contractor's current insurance policy coverage.

5.2.12 A current copy of all required state and federal licenses, permits, and registrations including, but not limited to the following:

5.2.12.1 the face-sheet of the Contractor's current insurance policy showing sufficient coverage as indicated in Section 7.15; and
5.2.12.2 any applicable state and/or federal licenses related to services provided under this RFP as applicable.

5.3 Tab 3 – Business/Corporate Qualifications

The purpose of this section is to provide the Department with a basis for determining the Proposer's competence and experience to undertake a project of this size. The Department is not interested in a voluminous description of previous contracts but rather a concise and thorough description of relevant information, background and experience as specified herein.

The Proposer shall supply the following information for the legally qualified corporation, partnership or other business entity submitting the proposal under this RFP that will be performing as "the Contractor" and insert it under Tab 3.

5.3.1 Business/Corporate Background

The background information of the Proposer indicated, which, at a minimum, shall include:

5.3.1.1 date established;
5.3.1.2 ownership (public company, partnership, subsidiary, etc.);
5.3.1.3 primary type of business and number of years conducting primary business;
5.3.1.4 total number of employees;
5.3.1.5 list of all officers of the firm indicating the percentages of ownership of each officer, and the names of the Board of Directors if applicable;
5.3.1.6 national accreditations, memberships in professional associations or other similar credentials.

5.3.2 Narrative/Record of Past Experience

As indicated in Section 2.3, Section 5.3.2, and ATTACHMENT 1, it is a mandatory responsiveness requirement that the Proposer has at least five (5) years of business/corporate experience with appropriately experienced management and at least three (3) years of business/corporate experience, within the last five (5) years, in the provision of comprehensive healthcare services to an aggregate patient population of a minimum of 15,000 inmate patients at any one time in prison, jail or other comparable managed healthcare

settings. The Department understands that, due to the size and complexity of the inmate healthcare program, the service solution may require partnerships, joint ventures, and/or subcontracting between two or more companies, and therefore will consider the combined experience and qualifications of any such partnerships meeting these requirements. To ensure the bidding entity is qualified to serve inmate populations in prison settings, the vendor(s), whether responding independently, as a partnership, as a joint venture, or with a response that proposes utilization of subcontractor(s), must collectively have at least five (5) total years of business/corporate experience with appropriately experienced management and at least three (3) total years of business/corporate experience within the last five (5) years, providing comprehensive healthcare with sufficient levels of service in all areas (dental, mental health and physical healthcare) comparable to the service levels sought via this RFP to an inmate population of at least 15,000 inmates. Details of the Proposer's experience, including that of any partners to a joint venture, subcontractors, etc., that meet this requirement shall be provided in narrative form and in sufficient detail so that the Department is able to judge its complexity and relevance. Specifically include:

5.3.2.1 Provide a narrative description of Proposer's past experience delivering comprehensive healthcare services that meets the minimum qualifications set forth by this RFP. Clearly identify number of years providing services and dates of service delivery.

5.3.2.2 Provide the Proposer's business plan (the organization's current status and plans for several years into the future) and administrative structure. Describe the Proposer's organizational structure, depicting clear lines of authority.

5.3.2.3 Provide a list of all contracts current and/or past (within five (5) years) that fully demonstrate/illustrate that the Proposer has the experience and ability to completely and timely provide comprehensive healthcare services to an aggregate population of at least 15,000 inmates at any one time inmates in prison settings. If voluminous, no more than 10-15 contracts specifically related to the statement of services sought in this RFP shall be listed.

5.3.2.4 Provide a narrative summary of contract performance in the above-identified contracts, including information on any major adverse findings and/or liquidated damages imposed.

5.3.2.5 Provide a summary of any exemplary or qualitative findings, recommendations, or other validations, demonstrating operational experience. (i.e., specialized accreditations, grant awards, etc.).

5.3.2.6 Provide a list of all contracts Proposer has provided services under that were terminated prior to original expiration date or for which Proposer requested termination, or reached mutual agreement on termination prior to the original contracted expiration date, and all reasons for such actions. Provide complete, detailed information about the circumstances leading to termination as well as the name and contact information for the other party to each terminated contract. If no contracts have been so terminated, Proposer shall provide a statement to that effect.

5.3.2.7 The Proposer shall provide copies of any and all documents regarding complaints filed, investigations made, warning letters or inspection reports issued, or any disciplinary action imposed by any federal or state oversight agencies within the past five (5) years. Proposer shall also identify all entities of or related to the Proposer (including parent company and subsidiaries of the parent company, divisions or subdivisions of parent company, or of Proposer) that have ever been convicted of fraud or of deceit or unlawful business dealings whether related to the services contemplated by this RFP or not, or entered into any type of settlement agreement concerning charges of fraud or any other type of dealings contrary to federal, state, or other regulatory agency regulations. Proposer shall identify the amount of any payments made as part of any settlement agreement, consent order or conviction.

5.3.3 Organizational Chart

The Proposer shall provide an organizational chart outlining the hierarchy of key project personnel for the Contract proposed under this RFP, including management staff and key leadership at the institutional level. Note: The Department shall approve all management and key positions. In addition, the vendor may not hire any individual who has been terminated by the Department without the written approval of the Department.

5.3.4 Business/Corporate References

The Proposer shall furnish a minimum of three (3) business/corporate references with its Project Proposal submission, utilizing the form provided as ATTACHMENT 2 to support Proposer's stated business/corporate experience as outlined in this RFP. In order to qualify as relevant current experience, services described by corporate references shall be ongoing or have been completed within the sixty (60) months preceding the issue date of this RFP.

The references shall be completed and signed by the individual offering the reference, and certified by a notary public. Reference(s) shall identify the type of services provided by the Proposer (which should be directly relevant to the services outlined in this RFP), dates the Proposer provided such services, the firm/agency name of the entity for which the Proposer provided services, and the reference signer's ***current*** telephone number and address. Reference(s) shall include statements supporting that the Proposer has performed services similar in magnitude and scope to those requested in the RFP. References that do not support relevant service delivery experience shall be rejected. Proposers may not use the Florida Department of Corrections as a corporate reference. The Department reserves the right to contact the above-provided references as well as reference sources not listed in the proposal.

NOTE: The Department reserves the right to use all information provided in determining Proposer qualifications and responsibleness, as well as any other information the Department may obtain through any means that bears on the issue of responsibility.

5.4 Tab 4 – Project Staff

The purpose of this section is to provide the Department with a basis for determining the Proposer's understanding of the qualifications of personnel required for administrative oversight and/or management of a contract of this size and scope. The Proposer shall insert the required information under Tab 5 of the proposal.

5.4.1 Key Management Personnel and Qualifications

The Proposer shall provide biographies or curriculum vitae and qualifications of the following individuals to be assigned to the Contract. Such information shall include employment history for all relevant and related experience and all education and degrees (including specific dates, names of employers, and educational institutions). Licenses and credentials, as applicable, shall be provided with resumes, and experience and training must be indicated and must support that the respective individual meets the specifications listed below:

NOTE: The Department shall approve all management and key positions. In addition, the vendor may not hire any individual who has been terminated by the Department without the written approval of the Department.

5.4.1.1 Chief Executive Officer (or equivalent title) - The Chief Executive Officer is the highest ranking officer in the Contractor's company or organization. The CEO shall have a minimum of one (1) years' experience as CEO.

5.4.1.2 Administrative Project Manager (or equivalent title) - The Project Manager is the individual who will have corporate responsibility for administration of the contract. This individual shall have a minimum of three (3) years' experience within the past ten (10) years at the management level, providing direct administrative oversight of a large-scale health-related program in a correctional system comprised of 10,000 inmates.

5.4.1.3 Healthcare Services Program Director (or equivalent title): The Healthcare Services Program Director is the individual providing clinical oversight for all institutions. This individual is responsible for directing overall healthcare services delivery to include oversight of all healthcare services staff, consulting with other healthcare discipline staff and coordination of healthcare services with other healthcare providers. This individual shall have a minimum of three (3) years' experience within the past ten (10) years at the management level, directly managing a correctional medical services program or component within a correctional system comprised of 10,000 inmates in all medical grades up to and including inpatient status. In addition, the person occupying this position must be licensed "in good standing" to practice medicine under Chapter 458 or 459, Florida Statutes, hold a current DEA Registration Number, and must have credentials that meet or exceed the requirements of Florida Law.

5.4.1.4 Mental Health Program Director (or equivalent title): The Mental Health Program Director is the individual providing clinical oversight for all included institutions. This individual is responsible for directing overall mental healthcare service delivery to include oversight of all mental healthcare staff, consulting with other medical staff and coordination of mental health services with other healthcare providers. The person occupying this position must be licensed to practice psychology or medicine "in good standing" in the State of Florida and must have credentials that meet or exceed the requirements of Florida Law. If the person occupying this position is a physician, s/he must hold a current DEA Registration Number and be board certified in psychiatry.

5.4.1.5 Dental Services Program Director (or equivalent title): The Dental Services Program Director is the individual providing clinical oversight including utilization management for all included institutions. This individual is responsible for directing overall dental healthcare service delivery to include oversight of all dental healthcare staff, consulting with other healthcare staff and coordination of dental services with other healthcare providers. The person occupying this position must be licensed to practice dentistry "in good standing" in the State of Florida, hold a current DEA Registration Number, have a minimum of three (3) years correctional dental experience, and must have credentials that meet or exceed the requirements of Florida Law.

5.4.1.6 Pharmacy Program Director (or equivalent title): The Pharmacy Program Director is the individual providing clinical oversight for all institutions. This individual is responsible for directing overall pharmacy service delivery to include oversight of all pharmacy staff, all pharmacy licenses, consulting with other healthcare staff and coordination of pharmacy services with other healthcare providers. The person occupying this position must be licensed to practice pharmacy in the State of Florida, in addition have a Florida Consultant License, have a minimum of three (3) years correctional pharmacy experience, and must have credentials that meet or exceed the requirements of Florida Law.

5.4.1.7 Director of Nursing (or equivalent title): The Director of Nursing (DON) is the professional level Registered Nurse providing nursing oversight for all included institutions. This person administers, supervises, and coordinates the nursing program, and exercises judgment in formulating or assisting in the formulation of company policies and procedures that have significant impact on the delivery of nursing services to the inmate population. The Director of Nursing shall have as a minimum, three (3) years' of correctional Nursing Director or Supervisor experience within the past ten (10) years for multiple jails having a total inmate population of no less than 5,000 for the entire year; or three (3) years correctional Nursing Director or Supervisor experience within the past ten (10) years for one or more institutions at the state prison system level or the same experience at the federal prison system level or similar facility such as a military prison.

5.4.2 Project Staff References

The Proposer shall provide, for the individuals identified for the positions identified in Section 5.4.1, a minimum of two (2) and a maximum of four (4) references utilizing the form provided as ATTACHMENT 3 of this RFP. Reference(s) shall be completed and signed by the individual offering the reference, and certified by a notary public. Reference(s) shall demonstrate, at a minimum, the required timeframe of work experience and shall include statements supporting the ability of the individual to perform on the Contract resulting from this RFP. Employees, or former employees, of the Department may not be used and will not be accepted as references. Further, references will not be accepted from persons currently or formerly supervised by the person for whom the reference is being submitted or related to that person in any way. References shall be from objective sources. The Department reserves the right to contact references not listed in the Contractor's proposal.

5.5 Tab 5 – Financial Documentation

5.5.1 Proposer shall provide financial documentation that is sufficient to demonstrate its financial viability to perform as required under the Contract that results from this RFP. Three of the following five minimum acceptable standards shall be met, one of which must be either item 4, or item 5, immediately below. Unless otherwise stated, the Proposer shall supply the following information, in TAB 5 of its Proposal, for the legally qualified corporation, partnership or other business entity submitting the Proposal under this RFP that will be performing as the Contractor.

1. Current ratio: greater than or equal to .9:1
   Computation: Total current assets ÷ total current liabilities

2. Debt to tangible net worth: less than or equal to 5:1
   Computation: Total liabilities ÷ (net worth minus intangible assets)

3. Dun & Bradstreet Supplier Evaluation Risk (SER Score) Rating: less than or equal to 4 (on a scale of 1-9). If the proposer, in its own assessment of these financial viability requirements, needs this element to meet 3 of the 5 standards, the proposer must request a Supplier Qualifier Report (SQR) from Dun & Bradstreet (D&B) and provide a copy of the SQR to the Department with the original proposal package. Otherwise, it is not required to submit the SQR, unless the proposer is uncertain of the Department's evaluation of all of these requirements. Instructions to obtain the SQR are included in ATTACHMENT 9.

4. Existing annual sales or revenue as reported in the calendar or fiscal year ended in 2010: greater than or equal to $170 million

5. Total equity as reported in the calendar or fiscal year ended in 2010: greater than or equal to $17 million

NOTE: The Department acknowledges that privately held corporations and other business entities are not required by law to have audited financial statements. In the event the Proposer is a privately held corporation or other business entity whose financial statements ARE audited, such audited statements shall be provided. If the privately held corporation or other business entity does not have audited financial statements, then unaudited statements or other financial documentation sufficient to provide the same information as is generally contained in an audited statement, and as required below, shall be provided.

The Department also acknowledges that a Proposer may be a wholly-owned subsidiary of another corporation or exist in other business relationships where financial data is consolidated. Financial documentation is requested to assist the Department in determining whether the Proposer has the financial capability of performing the contract(s) that is issued pursuant to this RFP. The Proposer MUST provide financial documentation sufficient to demonstrate such capability including, where possible, financial information specific to the Proposer itself. All documentation provided will be reviewed by an independent CPA and should, therefore, be of the type and detail regularly relied upon by the certified public accounting industry in making a determination or statement of financial capability.

If two or more proposers propose a joint venture in response to this RFP, then the assets, liabilities, equity and revenues for each of the members of the joint venture will be combined, to determine if the joint venture collectively meets the financial requirements under Section 5.5.1, items 1, 2, 4, and 5. If the Dun and Bradstreet Supplier Evaluation Risk Rating is necessary to meet three of the five minimum requirements, then all members of the joint venture must provide a copy of their respective Supplier Qualifier Report and all must report a rating of less than or equal to 4, in order for the joint venture to meet this requirement.

Proposers who are submitting a proposal as a joint venture shall include a written joint venture agreement with their project proposal. All parties to the joint venture shall be required to submit a performance bond.

5.5.2 To determine the above minimum acceptable standards the most recent available and applicable financial documentation for the Proposer shall be provided. This documentation shall include:

The most recently issued audited financial statements (or if unaudited, reviewed in accordance with Statements on Standards For Accounting and Review Services, issued by the American Institute of Certified Public Accountants). All financial statements shall include the following for the most recent, audited or reviewed financial statements for the proposer's fiscal year or calendar year, ended no earlier than 2010.

1. Independent Accountants' reports on the financial statements;

2. Balance Sheet;

3. Statement of Income or Comprehensive Income;

4. Statement of Retained Earnings or Changes in Stockholders' Equity;

5. Statement of Cash Flows;

6. Notes to Financial Statements;

7. A copy of the Dun & Bradstreet Supplier Qualification Report dated on or after June 30, 2011 (if necessary); and

8. This section of TAB 5 shall include a statement indicating that the CEO and/or CFO of the Proposer has taken personal responsibility for the thoroughness and correctness of all financial information supplied with Proposer's proposal.

5.5.3 Failure to provide any of the aforementioned financial information may result in proposal disqualification.

5.5.4 Evaluation of the financial documentation provided by Proposers will be conducted as provided in Section 6 of this RFP.

5.6 Tab 6 – Technical Proposal/Service Delivery Narrative

The Proposer shall provide a Technical Proposal/Service Delivery Narrative identifying how the Proposer will meet the Statement of Purpose and Scope of Services Sought, respectively, of this RFP. The Technical Proposal/Service Delivery Narrative shall be prepared in such a manner that it will be understandable to individuals on a programmatic and management level. The proposal shall fully describe the Proposer's methodology for meeting the Department's requirements for service delivery outlined in Section 2 and Section 3, and shall specifically address any value-added services as described in Section 3.38. The proposal shall contain sufficient detail addressing all elements of the required services and shall be prepared in such a manner that will clearly indicate the proposer's understanding of the services sought by the Department as set forth in the RFP. The Proposer shall insert the Technical Proposal/Service Delivery Narrative under Tab 6 of the Project Proposal.

The Technical Proposal/Service Delivery Narrative shall include all areas addressed in the Scope of Services not otherwise addressed and, at a minimum, the following service delivery information:

The Department seeks insightful proposals that describe proven, state-of-the-art methods. Recommended solutions should demonstrate that the Proposer would be prepared to quickly undertake and successfully complete the required tasks. The Proposer's work plan should include a staffing plan that will clearly and specifically identify key personnel assignments and the number of hours by individual for each task. (NOTE: The staffing plan should be consistent with the Work Plan). After award, the Work Plan will become the Proposer's master plan to fulfill the Contract. It will incorporate other plans required by this RFP, if any. The Work Plan must be as complete as possible at the time of submission. It must:

1. Describe the Proposer's proposed organization(s) and management structure responsible for fulfilling the Contract's requirements.
2. Describe the methodologies, process, and procedures the Proposer's proposed organization(s) would follow to do the work.
3. Define the Proposer's' quality review process and describe how communication and status review will be conducted between all parties.
4. Describe the work reporting procedures required for the successful completion of the work.
5. Address potential problem areas, recommended solutions to the problem areas, and any assumptions used in developing those solutions.

NOTE: Each of the above elements must be addressed separately and tabbed individually.

5.6.1 Contractor's Proposed Work Plan

To ensure the proposer's network is adequate to serve the Department's inmate, the Contractor will include written descriptions of the following:

1. Establishment of a network of regional and tertiary care settings for outpatient specialty services, including dental care.
2. Establishment of a network of regional and tertiary care settings for inpatient care services.
3. Establishment of arrangements for local off-site emergency room services, including transportation.
4. Establishment of a process for managing prior approval for elective off-site medical transportation for outpatient care, for inpatient care (not excluding mental health care when off-site inpatient mental health care placement is necessary), for placement in on-site infirmaries, mid-level residential mental health treatment settings, and for acute care mental health treatment units.
5. Management of a prior approval process for emergency travel within one business day, and that provides a clear process for dispute management.

5.6.2 Clinical Services/Outcomes

1. Describe current/actual clinical service capabilities in state correctional health care including resources (provide names and credentials of the Proposer's clinical experts).
2. Detail the Proposer's programming currently available in other state correctional health care contracts, and demonstrate how the programs are currently meeting the needs of states serviced.
3. Describe and enumerate your organization's clinical and administrative management oversight positions (e.g., directors, program managers, supervisory personnel, administrative services staff, etc.) which would be utilized to support the clinical staff assigned to the Department's mission. These may be identified as on-site or at the corporate center or at the Department's Central Office.
4. Provide a sample organizational chart showing the typical positioning of medical staff in a health unit.
5. Identify your prior success in terms of percentages and numbers in matching paid salaries and benefits of retained health services employees. Describe variances in salaries/benefits by positions within

correctional institutions where you have had or believe you will have the most difficulty in matching salaries/benefits.

6. Describe how your organization typically adjusts staffing patterns to increase or downsize the number of staff currently assigned. Identify which position classifications are most often affected.
7. Identify the typical range of vacant positions in your contracted correctional institutions and/or other contracted facilities and identify which positions are most difficult for you to fill.
8. Describe methods your organization uses to recruit and retain qualified and competent employees.
9. Utilizing your current pay and benefits schedule for Florida and/or the U.S. Southeast region, provide an estimate of personnel costs assuming all positions listed on the Proposer's staffing plan are filled for a 12 month period.
10. Describe how your organization will maintain ACA and/or NCCHC Health Accreditation for state correctional health care.
11. Monitoring – How will the Proposer monitor and audit its clinical programs for effectiveness? What clinical monitoring systems does the Proposer currently use in its other similar programs?
12. Assessment and Treatment – What are the core elements of treatment from patient referral, identification of illness, and initial clinical consult through each level of care?
13. Healthcare Services – How will the Proposer manage overall delivery of healthcare services? Will clinicians be employees of the Proposer or be retained as independent contractors?
14. How will the Proposer schedule and supervise psychiatric services and psychiatrist participation? How will the Proposer ensure the availability of on-site psychiatrists?
15. Describe your organization's capability to provide contracted staff to adequately fill positions listed in the Proposer's staffing plan adequate numbers to provide full support to the patient population.
16. Identify the period of time required from contract award to fully staff positions and make health care services operational using 100% contracted staff
17. Describe the process you will use to interview and retain qualified Department health services employees upon contract award
18. What clinical treatment guidelines, best practice measures, and training programs does the Proposer currently have in place for the delivery of healthcare services?

5.6.3 Training

1. Training – What are the current clinical training programs and their ability to implement them for the Agency's contract?
2. What is the Proposer's approach to staff training?
3. What resources does the Proposer currently have for staff training?
4. Who provides the training?
5. Identify and provide the background of the persons providing training.
6. Submit example training programs from existing state correctional health care contracts that the Proposer currently serves.
7. What security, administrative, and medical personnel training does the Proposer currently provide in the arena of state correctional health care? Submit examples from all states where the Proposer has state correctional health care contracts.

5.6.4 Quality Assurance Program

The Contractor shall describe how it will implement and maintain a continuous quality improvement program (Quality Assurance Program) that incorporates clinical and non-clinical findings from the various workgroups and management reports. In addition, the program shall review additional issues based upon frequency of occurrence and severity of impact. Mortality reviews shall be conducted after every death. The proposer should describe how they will incorporate the program with existing committees and the flow of information from institution to Central Office.

Contractor and Department staff will run the Quality Assurance Program jointly. The proposer should describe the process that will be followed to achieve consensus regarding appropriate criteria screens. The proposer also shall describe how it will develop and implement plans to address findings.

All Contractors will cooperate in the performance of joint mortality reviews, with the results to be reviewed by the joint institution and Contractor's quality assurance workgroups. Contractors should define their peer review processes; the results of peer reviews will be shared with the Department's peer review workgroup and with the joint quality assurance workgroup as appropriate.

5.6.5 Program Management

Submit an overall Program Management Plan including, but not limited to:

1. A detailed description of the program management plan for this health care Contract.
2. Describe how your organization will provide services in accordance with ACA and/or NCCHC standards of care.
3. A list of each program's health managers and their contact information, credentials, and years of experience in state correctional healthcare.
4. Evidence regarding the Proposer's ability to recruit and retain qualified health program managers.
5. A description of each administrative and management position.
6. A description of how the Proposer will provide management services to each facility.
7. The Department is seeking medical services under the supervision of a board certified physician licensed by the Florida Board of Medical Examiners in general medicine or internal medicine. Provide information in response to the following:
   a. Explain the availability of such a professional through your organization.
   b. Provide a copy of your company's organizational chart identifying how clinical oversight is provided.
8. A description of how the Contractor will provide the following mandatory personnel:

   Physicians:
   Physicians who are board eligible or board certified in family medicine, internal medicine, or emergency medicine; licensed in the State of Florida with no conflicting restrictions.

   Nurse Administrators:
   - Three years (3) professional nursing experience functioning as part of a multi-disciplinary health care team.
   - Twelve months experience in a supervisory capacity at a clinical or health care institution.
   - Licensed to practice nursing in the State of Florida with no restrictions.

   Staff Nurses:
   - Twelve (12) months experience functioning as part of a multi-disciplinary health care team.
   - Licensed to practice nursing in the State of Florida with no restrictions.

   Dentists - Clear, Active, unrestricted Florida License in Dentistry with no conflicting restrictions.

   Optometrists - Clear, Active, unrestricted Florida License in Optometry Pharmacist – Clear, Active, unrestricted Florida License in Pharmacy

   Consultant Pharmacist - Clear, active, unrestricted Florida Consultant Pharmacist License

   Psychologist - Clear, Active, unrestricted Florida License

   Psychiatrist - Clear, Active, unrestricted Florida License

   Mid Levels:

- Physician Assistants and Nurse Practitioners; licensed in the State of Florida with no conflicting restrictions
- Mental Health Professionals, LCSW, LPC MSW licensed in the State of Florida with no conflicting restrictions
- Dental Hygienists; licensed in the State of Florida with no conflicting restrictions.

The qualifications of Contractor's personnel are material to the Department's evaluation and subsequent award of the Contract. Any personnel identified in the Proposal will be considered the standard by which any subsequent replacement personnel will be evaluated. The Contractor is not to propose personnel solely as a startup effort, with the intention of introducing replacement personnel at the earliest possible opportunity. Contractor shall have all key personnel hired by the commencement of the contract

The Department will be moving to a paperless health record system. Proposers shall submit in their proposal a short-term classical paper-based health record and shall submit a plan to migrate from a paper-based health record to paperless health record system. The plan submitted by the Proposer must address such issues as hardware, software, transition, technical support, ongoing maintenance, software updates, training and ownership at the termination of the contractual period. The plan shall include a timeline for a phased-in implementation by institution or region, to be fully completed within one year of contract execution.

5.6.6 Pharmaceutical Services

The Contractor shall be responsible for all pharmacy institutional licenses, non-formulary medications and emergency prescriptions filled at local pharmacies. If pharmaceutical services are awarded to the contractor, the contractor shall also be responsible for all pharmaceutical services including prescription records, inmate prescriptions and stock medications. All pharmacy services shall be in accordance with all applicable federal and state laws, rules, and regulations, Department of Corrections' rules and procedures, and Health Services Bulletins/Technical Instructions applicable to the delivery of pharmacy services in a correctional setting. All pharmaceutical services must be at the direction of a licensed Florida pharmacist.

5.6.6.1 The Contractor shall provide a plan to carry out pharmaceutical operations as stated in Section 3, Scope and Services Sought, pharmacy services that include, but shall not be limited to:

1. Controlled substances accountability
2. Medication administration record utilization
3. Drug Exception Request (DER), if applicable
4. Monthly reports as to the number of prescriptions written, medications dispensed and as needed reports
5. Reporting of medication nursing errors
6. Medication pharmacy errors
7. Corrective action plans
8. Return and refund for unused medication
9. Emergency medication acquisition
10. Pharmacist consultation: Consultant Pharmacist of Record and policies and procedures
11. Pharmacy inspections
12. Pharmacy medication education materials
13. Institutional pharmacy perpetual inventory
14. Formulary
15. Unit-dose packaging method for all medications
16. Pharmacy and Therapeutics Workgroup
17. Continuous Quality Improvement Program
18. DEA License verification
19. Institutional Drug Room License
20. Medication renewal tracking system
21. Drug storage and delivery services
22. IV Drugs
23. Accountability and destruction process

24. Stock medication procedure
25. Process for timely dispensing and delivery of prescriptions and orders
26. Back-up pharmacy services
27. Consultant pharmacy inspections
28. All pharmacy licenses, not otherwise stated
29. All Pedigree requirements, not already stated
30. A policy and procedure manual for pharmacy operations
31. Pharmacy software system containing requirements in Pharmacy Services Scope of Services
32. Procedure for transferring prescription files to the Department or another vendor upon contract termination, a minimum of 7 (seven) days prior to contract termination

5.6.6.2 Identification of Pharmacy Vendor

The Contractor shall provide the following information regarding the contractor's selected pharmaceutical vendor:

1. Name of Vendor
2. Location of Vendor's Parent Company
3. Location of any branch or warehouse supplying medications to any Florida correctional institution
4. Any company or corporation affiliation with the Contractor

5.6.6.3 Identification of Pharmacy Cost

In the cost proposal, the price allocated to pharmacy should be identified as part of the comprehensive bid price. An explanation for the following charges to the Contractor for pharmaceutical services should be included:

1. Describe the expected percentages of payment regarding Wholesale Acquisition Cost or Acquisition Wholesale Price of Pharmaceuticals.
2. The estimated percentages of the overall pharmaceutical cost charges by pharmacy vendor to the Contractor for the monthly administrative fee.

Identify in the Proposal what percentage of the comprehensive health care bid price is dedicated to the total cost of pharmaceuticals.

5.6.7 Access to Care

Describe in detail how your organization will provide unimpeded access to medical care. Describe how your organization will ensure, through direct service or referral, unimpeded access to care that meets the inmates' identified medical, dental, pharmaceutical, mental health needs and recognize and treats the complexity of and can provide for care ranging from trauma to primary care events.

The Proposer is also required to:

1. Submit a detailed staffing plan showing the number of staff and number of hours/days proposed in meeting the work requirements.

2. Provide a proposed table of organization governing on-site operations at the two Department secure institutions. The table must reflect the corporate supervision of all administrative and line staff responsible for functional service delivery on-site and off-site.

3. Describe past and current ability to plan and staff a program of similar scope.

4. Include a list of names of the program administrator and clinical and support staff members. The Proposer will provide a description of the role of each staff member in the project, and a resume for each staff member that demonstrates the appropriate training, education, background, and/or experience with projects of comparable size and scope. The Proposer must also specify the job duties and discuss the qualifications of the proposed staff relative to such position requirements needed to perform the required health services.

5.6.8 Health Operational Oversight

Health services must be provided in a manner which meets established standards of the American Correctional Association (ACA) and/or National Commission on Correctional Health Care (NCCHC), Department, and all federal, state, and local laws. (Note that all of the activities undertaken in providing medical services to inmates are provided in an environment that encompasses every aspect of correctional health care.) The Proposer must define a system to provide for all of the following aspects of health care:

1. Medical services, to include on-site primary care, and medically necessary secondary, tertiary and emergency care.
2. Pharmacy services, all prescription medications, and over the counter medications to treat medical problems, pharmacy licenses, and consultant pharmacists.
3. On-site dental services: dental care, dental X-rays, and dental supplies including oral surgery when needed;
4. Specialty care as requested by primary care physicians or dentist;
5. Chronic care management;
6. Dialysis, radiotherapy and chemotherapy treatment;
7. Emergency medical care as requested by health care staff;
8. Hospitalization as required;
9. End-of-Life/Palliative Care
10. Optometry and eyeglass services;
11. Ancillary medical services, specifically including but not limited to: phlebotomy, laboratory, EKG and radiographic procedures and supplies;
12. Podiatry services medically indicated, including supplies, prescription, and procedures;
13. Emergency transport (ambulance);
14. Communicable disease and an institutional infection control program;
15. Lab services, including blood draws and supplies;
16. Routine physician care and periodic physical exams as required;
17. X-rays, X-ray interpretation and supplies;
18. Medical supplies
19. Prosthetics;
20. Medically-related office supplies and equipment;
21. Removal of all bio-hazardous, hazardous and/or other regulated EPA waste;
22. Nursing care on-site, 24 hours per day, seven days per week, including all holidays.
23. Sick call;
24. Management and ancillary staff to support health services program;
25. Medical and mental health reception process (initial intake screening)
26. All other items indentified in the Scope of Services not specifically address here.

5.6.9 Staffing Plan For Delivery of Care

All staffing plans must be approved by the Department. The proposer shall submit an initial staffing plan that ensures the effective and efficient delivery of all services outlined in this RFP. The proposer shall use the Department's current baseline staffing (outlined in EXHIBIT K) as the basis for developing the initial staffing plan that shall meet the inmates' clinical needs. However, in preparing the initial staffing plan, the proposer shall consider and explain the potential impact of technology enhancements (implementation of telehealth/telepsychiatry and an electronic health record) on staffing needs at each institution.

The staffing plan is subject to change throughout the life of the contract resulting from this RFP. In the event there are mission changes that impact on health services functions and responsibilities at institutions covered by this contract, the Department shall advise the vendor of such changes in writing and request an updated staffing plan. The Department must approve any and all revisions to the staffing plan

The Proposer must submit solutions for staffing the following areas:

1. Clinical. Required personnel to provide services listed in this RFP must be provided by the Proposer on a staffing matrix to be submitted with this RFP in an attachment. Clinical personnel must not be assigned job duties that would require them to work outside of their respective legal scope of practices as defined by state and federal laws.

2. Administrative. In addition to the above named staff, the Proposer shall supply adequate supervisory staff to ensure oversight of the activities of the program staff and to serve as a liaison to the Department's staff at each institution. The nature and qualifications of the staff designated as administrative must be delineated in the proposal.

3. Personnel Services. The Proposer must list its ability and expertise for the following topics:

    - Recruitment practices - Include a description of recruiting capabilities and the ability to respond to acute recruitment needs prior to the start of the contract.
    - Equal employment opportunities
    - Licensure/certification requirements
    - Staff training and personnel development
    - Orientation of new personnel
    - Continuing education
    - In-service training.

5.6.10 Description of Special Program Areas

1. Re-entry Programs – Describe in detail what the Proposer is doing in other state correctional health contracts. The Department is looking to see how the Proposer's programs aid in the reduction of recidivism and in the delivery of continuation of care from prison to the community.
2. Behavior Management Programs – Submit examples of such programs from other state correctional mental health care contracts that the Proposer serves.
3. Special Population Management – Again submit program details for inpatient units from other state correctional mental health care contracts.
4. Describe mental health programming for other state correctional mental health contracts for mentally ill inmates in administrative segregation (what the Department refers to as Close Management).
5. Specify the policies and procedures to be utilized by your organization to deal with inmate complaints regarding any aspect of the health care delivery system.

5.6.11 Utilization Management and Utilization Review

1. The Proposer shall provide proposed methods for conducting UM and Utilization Review of the health case load and various service levels.
2. The service levels include Inpatient, Outpatient, Specialty and Crisis Intervention levels.
3. The system must include criteria for healthcare treatment, procedures and specialty care.
4. The system must be electronic and available to all institutions.
5. Provide actual programs and Outcomes in other state correctional health care contracts that the Proposer currently has.

5.6.12 Core Services delivered to provide a quality cost-effective program

1. Staffing, with specific numbers of all staff that will be provided by facility and position in key categories such as clinicians, registered nurses, clinical associates, psychologists, mental health specialists, psychiatrists, dental assistants, dental hygienists, consultant pharmacists, licensed practical/vocational nurses, etc. This shall include full position descriptions and proposed work schedule.
2. Credentialing Plan – Describe current initiatives and evidence to substantiate how the Proposer will ensure only credentialed professionals work for the Agency.
3. Cost Containment.
4. Recruitment Plan to ensure maintenance of professional clinical health staff and describe current recruiting resources that will be dedicated to the agency.

5.6.13 Core Services delivered to provide a quality assurance-effective program

1. Describe your Quality Assurance plans specific to the needs of the Department.
2. Samples of other state correctional health care quality assurance programs, initiative, and outcomes shall be provided.
3. Describe the organization and management responsibilities of the QA plan and how it will integrate with that of the Agency and other stakeholders including that of the medical program.
4. Outcomes data should measure the ability of the plan to ensure with compliance with applicable standards such as ACA and/or NCCHC requirements, Agency Policies, and key aspects of patient care.

5.6.14 Medication Management

1. What resources does the Proposer have to ensure the appropriate and the effective use of medications?
2. Formulary management plan should be provided, and examples of its formulary management plan from other programs.
3. Utilization Review of high-cost medication management must be provided. Specifically, describe how the prescribing pattern of each provider will be monitored, reviewed, and addressed in cases of variation from the norm. Also, provide examples of this from other state correctional health programs that the Proposer currently serves.
4. Treatment Guidelines – Provide copies of any current treatment guidelines used in any other state correctional health programs and any proposed guidelines for use in the Agency's program.
5. Training – Submit a description of actual training programs for medication management in any other state correctional health care programs that the Proposer currently serves.
6. Outcomes – Give examples of pharmacy management initiatives in other contracts the Proposer currently serves with regards to state correctional health care.
7. Transition Plan – Submit a plan, with timelines, for the transition of all pharmacy licenses and inmate prescription transfers to the new vendor.

5.6.15 Suicide and Self-Injury Prevention

Provide a narrative describing the Contractor's existing suicide and self-injury prevention program, including specific examples from other state correctional mental health care contracts that currently exist. The Department wants to see evidence of a continual high level of awareness facility-wide versus simple one-time training. Give examples how the Contractor will be aware facility by facility, and how the Contractor will work with security and other Agency personnel to make suicide prevention and self-harm prevention an ongoing process in the mental health care delivered to the Agency. Specific data from other state correctional mental health care facilities shall be submitted along with suicide rates in all mental health care contracts the Proposer currently serves.

5.6.16 Description of approach to applying the principles of Managed Care to the delivery of comprehensive healthcare services to inmates.

5.6.17 Description of approach for addressing and resolving legitimate inmate healthcare grievances and implementing corrective action to prevent recurrence.

5.6.18 Description of approach to providing basic healthcare to inmates housed in confinement units and of working with institutional security to ensure appropriate and efficient access to healthcare.

5.6.19 Description of approach to the development and implementation of disease management programs in providing care to inmates with chronic illnesses.

5.6.20 Description of approach to the timeframe for the implementation of the delivery of healthcare at each institution.

5.6.21 Description and diagram of complete data network with redundancy components.

5.6.22 HIV Positive Inmates

Please explain how you will coordinate the delivery of services to HIV+ inmates in the Department's immunity clinics.

5.6.23 Private Correctional Facilities

Currently, there are approximately 10,000 inmates housed in seven (7) private correctional facilities managed under contracts from the Department of Management Services. The contractor will be responsible for the provision and coordination of health care services for all inmates transferred from all current and future private facilities to the Department's institutions, and for working cooperatively with private facility staff on all transfers to and from these facilities. The Department will retain final decision-making authority regarding the transfer of inmates between the Department institutions and private correctional facilities.

The contractor shall describe how it will support the functions outlined above.

5.6.24 Specialty Programs

The Department's Office of Health Services manages two specialty programs that assist inmates with release planning. The contractor (s) shall develop and implement a plan for incorporating the HIV Pre-Release Planning and Mental Health Re-Entry (Aftercare) Program into their overall health care service delivery system.

5.6.25 Statement of Acceptance

The Contractor verifies that they shall not dispute or refuse acceptance of any inmate assignment based on any medical and/or mental health condition(s). Furthermore, no additional compensation shall be granted to the Contractor unless the conditions under Chapter 287, Florida Statutes has been satisfactorily met and/or allowed. The Contractor attested that they shall not terminate the contract during the initial period based upon monetary losses and acknowledged that termination for this purpose shall result in damages assessed at the full contract compensation to the State payable within 90 days of notice by the Contractor.

5.7 Tab 7 – Contact for Contract Administration

The Proposer shall complete ATTACHMENT 4 of this RFP and insert it under Tab 7 of the Proposal.

5.8 Tab 8 – Certification of Drug Free Workplace Program

The State supports and encourages initiatives to keep the workplaces of Florida's suppliers and contractors drug free. Section 287.087 of the Florida Statutes provides that, where identical tie proposals are received, preference

shall be given to a proposal received from a Proposer that certifies it has implemented a drug-free workplace program.

If applicable, the Proposer shall complete and sign ATTACHMENT 5 of this RFP (Certification of Drug Free Workplace Program), and insert it under Tab 8 of the Proposal.

5.9 Tab 9 – Addendum Acknowledgment Form

The Proposer shall complete and insert each Addendum Acknowledgment Form received (example shown as ATTACHMENT 6 of this RFP) under Tab 9 of the proposal, if appropriate.

5.10 Tab 10 – Minority/Service Disabled Veteran Business Enterprise Certification

If applicable, the Proposer shall provide a current and valid copy of their certification as a minority or service-disabled veteran business enterprise issued by the Office of Supplier Diversity (formerly called the Commission on Minority Economic Business and Development) and insert it under Tab 10 of the proposal.

5.11 Price Proposal

Pursuant to Senate Bill 2000 (see EXHIBIT X), any intent to award for comprehensive health services is contingent upon a cost savings of at least seven percent less than the Department's Fiscal Year 2009-2010 healthcare expenditures (see EXHIBIT E).

5.11.1 Submission Requirements

The Price Information Sheet should be submitted with the most favorable terms the Proposer can offer. By submitting an offer under this RFP, each Proposer warrants its agreement to the prices submitted. The Department may reject any and all price proposals that are conditional, incomplete or which contain irregularities.

Though the Department seeks an overall single capitation rate, per-inmate, per-day, proposers must provide a cost breakdown for off-site hospitalization, outpatient surgeries, pharmacy services, mental health services, medical, dental, electronic health record, telemedicine, accreditation, administrative costs, overhead, and profit as it applies to the Department's comprehensive contract. Pricing information must be submitted using the pricing worksheets provided with this request for proposals with the understanding that all price proposals must be consistent in all documents. This information is needed to examine the adequacy of the overall flat price.

The institutions' population reported in EXHIBIT A identifies both the estimated population (2010) and each institution's capacity. The Proposer shall use average daily population to determine the firm, fixed per-inmate-per-day costs by institution.

The Proposer shall include within the proposal the following documents:

- A per unit cost for each job title included on the proposed staffing matrix/plan.
- A summary pricing matrix with all costs allocated to specific categories.

Information that is deemed as proprietary in nature must be clearly marked.

The Proposer shall submit a completed Price Information Sheet and Pricing Matrix worksheets (ATTACHMENT 11) for the provision of services outlined in this RFP. All prices indicated shall be inclusive of the necessary personnel, labor, equipment, materials, services, insurance and all other things required to provide full service delivery in accordance with the minimum requirements set forth in this RFP.

All price tables shall identify the name of the Proposer and date of submission, and shall bear the signature of a Business/Corporate Representative authorized to bind the Proposer to the prices proposed.

All calculations will be verified for accuracy by Bureau of Procurement and Supply staff assigned by the Department. In the event a mathematical error is identified the Unit Price submitted by the Proposer will prevail.

It is mandatory that the Proposer's Price Proposal, is received by the Department by the date and time specified in Section 4.2., Calendar of Events, and that it is completed as described within this section and any applicable worksheets. The Price Proposal may be submitted within the same box or container that the Project Proposal is submitted in (including all copies) as long as it is in a separately sealed envelope. As previously indicated, no cost information may be reflected in the Project Proposal.

Each Proposer shall submit one (1) separately bound, sealed and signed Cost Proposal, and three (3) copies, containing the proposed pricing methodology listed in Section 2.6 of the RFP using the Price Information Sheet (provided at the end of this document), and the Pricing Matrix worksheets (ATTACHMENT 11) as described below.

5.11.2 Price Information Sheet – Instructions

The Proposer shall enter a single capitation rate, per-inmate, per-day, for comprehensive health services in the appropriate column for the initial term of the Contract (years one (1) through five (5)), and for the renewal period (years six (6) through ten (10)) on the Price Information Sheet.

The single capitation rate, per-inmate, per-day shall be obtained from the sum of the totals, by category of service listed in the Summary Pricing Matrix, which is part of ATTACHMENT 11.

5.11.3 Pricing Matrix Worksheets Instructions

The Pricing Matrix (ATTACHMENT 11) should include per diem per-inmate fees for each category of service (medical, mental health, dental and pharmacy, and all related administrative staff, indirect costs and overhead). The Proposer shall utilize the electronic version of the Pricing Matrix worksheets when submitting their proposal.

The Proposer shall complete and submit, as part of its Price Proposal, two separate sets of the Pricing Matrix, one for the initial term of the Contract, and one for the renewal period. The two sets shall be identified accordingly.

5.11.3.1 Summary Pricing Matrix: This is a multi-tab worksheet that contains the Summary Pricing Matrix (first tab) and detailed pricing matrices by category of service (Administrative, Medical, Mental Health, Pharmacy, Dental, Key Management Staff, and Electronic Health Records tabs). In the Summary tab, all figures will calculate automatically from the detailed pricing matrices. The lower portion of the worksheets offer the Proposer space for comments regarding their assumptions in pricing or other comments that the Proposer wishes to provide.

The proposer shall also complete, and provide as part of its price proposal, the "Summary Pricing Matrix – Rx Removed" worksheets, in the event the Department decides to remove pharmacy services from this solicitation, if it is determined to be in the best interest of the State.

NOTE: Do not enter numbers into any cell with $0.00 in the cell upon opening the file. These cells include formulas that will automatically calculate per diem per inmate fees, sub-totals, totals and the Summary Pricing Matrix. Only enter figures into the "Absolute Dollars" columns on the service category-specific sheets, which are blank. Per diem per inmate fees, sub-totals and totals on these sheets will calculate automatically.

5.11.3.2 ADP – Comprehensive: Insert the Per Diem Rate Proposed (Price per Inmate per Day - Unit Price) in Row 2, Column F, of the worksheet tab corresponding to the services required in this RFP. All cells will be automatically populated to obtain Daily, Monthly, and Yearly Totals.

The proposer shall also complete, and provide as part of its price proposal, the "ADP – Comprehensive – Rx Removed" worksheet, in the event the Department decides to remove pharmacy services from this solicitation, if it is determined to be in the best interest of the State.

5.11.3.3 Staffing Master: Insert the number of staff filling each position class and their respective shift determination for the identified class title. The Proposer will populate at least the Key Management Staff sheet and the region(s) covered by the proposal for which the Proposer is submitting a price proposal. The number of individuals shall be the anticipated number of employees/staff the Contractor will initially utilize in order to fulfill the terms and conditions of the contract. Additionally, the Proposer will indicate the hourly wage and hourly benefit for the class title and the number of employees in those positions. The annual salary will calculate automatically and shall equal the salary and benefits pricing submitted on the Summary Pricing Matrix.

The Pricing Matrix Excel files should be saved in a manner that easily identifies the Proposer (i.e.: "Pricing Matrix – *Proposer Name*.xls" and submitted electronically, along with a copy of the written proposal. A hard copy of the pricing matrix worksheets should also be included with the proposal, as instructed at the beginning of Section 5.

The Proposer shall also address ownership issues of the hardware, software and data at the end of the contract.

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SECTION 6 – REVIEW AND EVALUATION PROCESS

The Department will conduct a comprehensive, fair, and impartial review and evaluation of all proposals received in response to this RFP in compliance with the due dates specified in the Calendar of Events (Section 4.2). The review and evaluation will be conducted in accordance with the process set forth in Section 6.2, Review and Evaluation Process.

Issuance of this RFP in no way constitutes a commitment by the Department to award a contract.

This section provides an overview of the proposal review and evaluation process. It follows the process from proposal receipt to final contract award. The process itself is divided into eight separate phases. These phases are:

- Phase 1 – Public Opening and Review of Mandatory Responsiveness Requirements/Fatal Criteria (Tab 1)
- Phase 2 – Review of Financial Documentation (Tab 5)
- Phase 3 – Evaluation of Business/Corporate Qualifications (Tab 3), Project Staff (Tab 4), and Technical Proposal/Service Delivery Narrative (Tab 6)
- Phase 4 – Review of Business/Corporate References, Personnel References, and Other Submission Requirements (Tabs 3, 4, 7, 8, 9, and 10)
- Phase 5 – Public Opening of Price Proposals
- Phase 6 – Review of Price Proposals
- Phase 7 – Ranking of Proposals
- Phase 8 – Notice of Agency Decision

Phases 1, 4, 5, 6 and 7 will be completed by staff members of the Department's Bureau of Procurement and Supply (BPS).

Phase 2 will be completed by an Independent Certified Public Accountant.

Phase 3 will be completed by the Proposal Evaluation Team. A Proposal Evaluation Team will be established to assist the Department in the evaluation of the proposals. Any proposal failing to meet mandatory responsiveness requirements/fatal criteria will not be evaluated. The Team will evaluate the Business/Corporate Qualifications, Project Staff information, and Technical Proposal/Service Delivery Narrative of all proposals that meet mandatory responsiveness requirements/fatal criteria. The Proposal Evaluation Team will score the Business/Corporate Qualifications, Project Staff information, and Technical Proposal/Service Delivery Narrative according to established criteria.

6.1 Proposal Review and Evaluation Points

The following shows the maximum number of points that may be awarded for each part of the submitted Project Proposal and Cost Proposal:

Mandatory Responsiveness Requirements/Fatal Criteria	0 points
Executive Summary and other Proposal Submissions	0 points
Category 1 – Business/Corporate Qualifications (Tab 3)	100 points
Category 2 – Project Staff (Tab 4)	100 points
Category 3 – Technical Proposal/Service Delivery Narrative (Tab 6)	400 points
Category 4 – Price Proposal	400 points
TOTAL POSSIBLE POINTS	1,000 points

6.2 Review and Evaluation Process

6.2.1 Phase 1 – Public Opening and Review of Mandatory Responsiveness Requirements/Fatal Criteria (Tab 1)

Proposals will be publicly opened at the date and time specified in Section 4.2, Calendar of Events. Proposals will be reviewed by BPS staff to determine if they comply with the mandatory responsiveness requirements/fatal criteria listed in Section 5.1 of this RFP. This will be a yes/no review, conducted by BPS staff, to determine if all requirements have been met. Failure to meet any of these mandatory responsiveness requirements will render a proposal non-responsive and result in rejection of the entire proposal. Further evaluation will not be performed. No points will be awarded for passing the mandatory responsiveness requirements.

6.2.2 Phase 2 – Review of Financial Documentation (Tab 5)

The Proposer's Financial Documentation provided in Section 5.5 will be evaluated by an Independent Certified Public Accountant to determine the Proposer's financial capability. No points will be awarded for the Financial Documentation Review. In order to be deemed responsive, a proposer must meet three of the five minimum acceptable standards outlined in Section 5.5.1; one of the three standards must be either item 4, or item 5.

6.2.3 Phase 3 – Evaluation of Business/Corporate Qualifications (Tab 3), Project Staff (Tab 4), and Technical Proposal/Service Delivery Narrative (Tab 6)

Only those proposals, which have met the mandatory responsiveness requirements, will be considered responsive and will be delivered to the Proposal Evaluation Team to be evaluated as described in Phase 2. All evaluation criteria to be utilized in evaluation of each category of the Evaluation of Business/Corporate Qualifications (Tab 3), Project Staff (Tab 4), and Technical Proposal/Service Delivery Narrative (Tab 6), are listed in ATTACHMENT 7.

NOTE: In order to be considered responsible for Categories 1, 2, and 3, proposals must receive at least ninety percent (90%) of all possible points available for each category.

6.2.3.1 Category 1 – Proposer's Business/Corporate Qualifications (Tab 3)

The Proposer's Business/Corporate Qualifications will be evaluated by the Proposal Evaluation Team based on the information supplied by the Proposer as required in Section 5.3. The factors to be considered in evaluating the Proposer's Business/Corporate Qualifications are listed in ATTACHMENT 7. A maximum of one hundred (100) points will be given to the Proposer with the Business/Corporate Qualifications that received the highest number of points. Points for the other proposal will be determined using the following formula:

$$\frac{(X)}{N} \times 100 = Z$$

Where: N = highest actual Business/Corporate Qualifications points received by any proposal
X = actual Business/Corporate Qualifications points received by Proposer
Z = awarded points

6.2.3.2 Category 2 – Project Staff (Tab 4)

The Proposer's Project Staff will be evaluated based on the information supplied by the Proposer in response to Section 5.4. The factors to be considered in evaluating this category are listed in ATTACHMENT 7.

A maximum of one hundred (100) points will be given to the Proposer with the Project Staff section that received the highest number of points. Points for the other proposals will be determined using the following formula:

$$\frac{(X)}{N} \times 100 = Z$$

Where: N = highest actual Project Staff points received by any Proposer
X = actual Project Staff points received by the Proposer's proposal
Z = awarded points

6.2.3.3 Category 3 – Technical Proposal/Service Delivery Narrative (Tab 6)

The Technical Proposal/Service Delivery Narrative will be evaluated based on the information supplied by the Proposer in response to Section 5.6. The factors to be considered in evaluating the Technical Proposal/Service Delivery Narrative are listed in ATTACHMENT 7.

A maximum of four hundred (400) points will be given to the Proposer with the Technical Proposal/Service Delivery Narrative section that received the highest number of points. Points for the other proposals will be determined using the following formula:

$$\frac{(X)}{N} \times 400 = Z$$

Where: N = highest actual Technical Proposal/Service Delivery Narrative points received by any Proposer
X = actual Technical Proposal/Service Delivery Narrative points received by the Proposer's proposal
Z = awarded points

6.2.4 Phase 4 – Review of Business/Corporate References, Personnel References, and Other Submission Requirements (Tabs 3, 4, 7, 8, 9, and 10)

The BPS staff will review business/corporate references and personnel references, as provided by the Proposers, described in Sections 5.3.4 and 5.4.2, respectively, and may contact references for additional information/verification of business experience. In addition, BPS staff will review other proposal submission requirements (Tabs 7 through 10) as determined necessary. The Department is not limited to verifying references submitted solely by the Proposers and may utilize other sources.

6.2.4 Phase 5 – Public Opening of Price Proposals

The Price Proposal will be publicly opened at the date and time specified in Section 4.2, Calendar of Events, on all proposals qualified for evaluation.

6.2.6 Phase 6 – Review of Price Proposals (Category 4)

Price Proposals will be reviewed by BPS staff to determine if they comply with the mandatory responsiveness requirements/fatal criteria listed in Section 5.1 of this RFP. This will be a yes/no review, conducted by BPS staff, to determine if all requirements have been met. Failure to meet any of these mandatory responsiveness requirements will render a proposal non-responsive and will result in rejection of the entire proposal. Further evaluation will not be performed. No points will be awarded for passing the mandatory responsiveness requirements.

The price proposals that meet mandatory responsiveness requirements will be reviewed by BPS staff to determine price points. These Price Proposals will be examined to determine if they are consistent with the Project Proposals and that all calculations are accurate. In the event a mathematical error is identified, Unit prices submitted by the Proposer will prevail.

A maximum of four hundred (400) points will be awarded for Price Proposal.

The Price Proposals utilizing the Price Information Sheet with the lowest verified Single Capitation Rate Per-Inmate Per-Day (Unit Price) will be awarded four hundred (400) points. All other price proposals will receive points according to the following formula:

$$\left(\frac{N}{X}\right)^3 \times 400 = Z$$

Where: N = lowest verified Single Capitation Rate Per-Inmate Per-Day (Unit Price) of all Price Proposals
X = Proposer's proposed Single Capitation Rate Per-Inmate Per-Day (Unit Price)
Z = points awarded

6.2.7 Phase 7 – Ranking of Proposals

The points awarded for Categories 1 through 4 (Business/Corporate Qualifications, Project Staff, Technical Proposal/Service Delivery Narrative, and Price Proposals), will be totaled to determine the final score of all proposals. A final ranking of proposals will then be determined.

6.2.8 Phase 8 – Notice of Agency Decision

The Department will post a notice of Agency Decision as described in Section 4.4 of the RFP.

The Department has released a separate solicitation for comprehensive healthcare services to be provided by a single contractor in Regions I, II, and III. In the event the Department determines that it is in the best interest of the State to make an award for the multiple-region contract option, the Department will make such determination by rejecting all bids related to the single-region contract option.

6.3 Incomplete Pricing Sheet

Any Price Information Sheet that is incomplete or in which there are significant inconsistencies or inaccuracies may be rejected by the Department. No deviations, qualifications, or counter offers will be accepted. The Department reserves the right to reject any and all proposals.

6.4 Identical Tie Proposals

When evaluating bids/proposals/responses to solicitations, if the Department receives identical pricing or scoring from multiple vendors, the Department shall determine the order of award using the criteria set forth in Rule 60A-1.011, FA.C., and Chapter 295.187, F.S.

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SECTION 7 – CONTRACT TERMS AND CONDITIONS

This section contains standard terms and conditions that shall be included in any Contract resulting from this RFP. By submitting a response to this RFP, the Proposer is deemed to have accepted these terms and conditions in their entirety.

7.1 Contract Document

When a contract is established between the Department and the Contractor for specific services, this RFP and the successful proposal shall be incorporated into and thereby become a part of that contract. If there is a conflict in language, the Department's Contract will govern.

7.2 Contract Term

The Department anticipates entering into a single contract under this RFP. It is anticipated that the initial term of any Contract resulting from this RFP shall be for a five (5) year period. At its sole discretion, the Department may renew the Contract for an additional five (5) year period. Renewal shall be contingent, at a minimum, on satisfactory performance of the Contract by the Proposer as determined by the Department, and subject to the availability of funds. If the Department desires to renew the Contract resulting from this RFP, it will provide written notice to the Proposer no later than ninety (90) days prior to the Contract expiration date.

7.3 Termination

7.3.1 Termination at Will

The Contract resulting from this RFP may be terminated by the Department upon no less than ninety (90) calendar days' notice, without cause, or by the Contractor upon no less than eighteen (18) months' notice, without cause, unless a lesser time is mutually agreed upon by both parties. Notice shall be delivered by certified mail (return receipt requested), by other method of delivery whereby an original signature is obtained, or in-person with proof of delivery.

7.3.2 Termination Because of Lack of Funds

In the event funds to finance the Contract resulting from this RFP become unavailable, the Department may terminate the Contract upon no less than twenty-four (24) hours' notice in writing to the Contractor. Notice shall be delivered by certified mail (return receipt requested), facsimile, by other method of delivery whereby an original signature is obtained, or in-person with proof of delivery. The Department shall be the final authority as to the availability of funds.

7.3.3 Termination for Cause

If a breach of the Contract resulting from this RFP occurs by the Contractor, the Department may, by written notice to the Contractor, terminate the Contract resulting from this RFP upon twenty-four (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, Florida Administrative Code. The provisions herein do not limit the Department's right to remedies at law or to damages.

7.3.4 Termination for Unauthorized Employment

Violation of the provisions of Section 274A of the Immigration and Nationality Act shall be grounds for unilateral cancellation of the Contract resulting from this RFP.

7.4 Payments and Invoices

7.4.1 Payment

The Contract(s) resulting from this RFP shall be a fixed rate/unit price contract based on a daily capitation rate. All charges must be billed in arrears in accordance with Section 215.422 of the Florida Statutes.

The Department will compensate the Contractor on a monthly basis, for the provision of comprehensive healthcare services as specified in the Scope of Service, at the capitation rate (unit price bid) per inmate times the average monthly number of inmates, times the number of days in the month. The average monthly number of inmates will be determined by the Department's official Monthly Average Daily Population (ADP) report. Payment for each facility shall begin at 12:01 a.m. on the implementation date contingent upon actual implementation of services. The Department requires a consolidated, single invoice, on a monthly billing cycle for services performed.

Monthly adjustments will also be made for costs defined as payable by the Contractor which have been paid by the Department or costs defined as payable by the Department which have been paid by the Contractor. Such adjustments will be added or deducted to the subsequent monthly payment after reconciliation between the Department and the Contractor. The monthly payment may also be adjusted based upon imposition of liquidated damages.

The cost of the Health Services Contract Monitors will be a deduction from the monthly management payment to the Contractor. The actual cost for such deductions will be based upon the appropriated rate, salary and expense dollars for the function.

The last payment of the Contract will be withheld until all pending adjustments including those provided for in Section 3.33 of this RFP, have been determined and reconciled.

7.4.2 MyFloridaMarketPlace Transaction Fee

The State of Florida has instituted MyFloridaMarketPlace, a statewide eProcurement System ("System"). Pursuant to Section 287.057(22), Florida Statutes, all payments shall be assessed a Transaction Fee of one percent (1.0%), which the Contractor shall pay to the State, unless otherwise exempt pursuant to Rule 60A-1.032, F.A.C.

For payments within the State accounting system (FLAIR or its successor), the Transaction Fee shall, when possible, be automatically deducted from payments to the Contractor. If automatic deduction is not possible, the Contractor shall pay the Transaction Fee pursuant to Rule 60A-1.031(2), F.A.C. By submission of these reports and corresponding payments, Contractor certifies their correctness. All such reports and payments shall be subject to audit by the State or its designee.

The Contractor shall receive a credit for any Transaction Fee paid by the Contractor for the purchase of any item(s) if such item(s) are returned to the Contractor through no fault, act, or omission of the Contractor. Notwithstanding the foregoing, a Transaction Fee is non-refundable when an item is rejected or returned, or declined, due to the Contractor's failure to perform or comply with specifications or requirements of the agreement.

Failure to comply with these requirements shall constitute grounds for declaring the Contractor in default and recovering reprocurement costs from the Contractor in addition to all outstanding fees. CONTRACTORS DELINQUENT IN PAYING TRANSACTION FEES SHALL BE EXCLUDED FROM CONDUCTING FUTURE BUSINESS WITH THE STATE.

NOTE: Currently, the Transaction Fee cannot be automatically deducted from payments to the Contractor.

7.4.3 Submission of Invoice(s)

The Contractor agrees to request compensation on a monthly basis for services rendered through submission to the Department of a properly completed invoice for each institution/facility serviced within fifteen (15) days following the end of the month for which payment is being requested. The Contractor shall submit invoices pertaining to this Contract to the Contract Manager. Invoices will be reviewed and approved by the Contract Manager and then forwarded to the appropriate Financial Services' Office for further processing of payment. The Contractor's invoice shall include the Contractor's name, mailing address, and tax ID number/FEIN as well as the Contract Number and date services provided. Every invoice must be accompanied by the appropriate supporting documentation as indicated in Section 7.4.4, Supporting Documentation for Invoice.

7.4.4 Supporting Documentation for Invoice

Invoices must be submitted in detail sufficient for a proper preaudit and postaudit thereof. The Contractor shall provide a monthly summary report as an attachment to the monthly invoice. Invoices will only be approved after receipt of the required invoice supporting documentation.

Services will be considered complete and certified as payable when the required monthly report for the previous month has been received. In the report is not received, payment for services provided will be withheld until the report is received.

7.4.5 Travel Expenses

The Department shall not be responsible for the payment of any travel expense for the Contractor which occurs as a result of the Contract resulting from this RFP.

7.4.6 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 the Contract resulting from this RFP.

7.4.7 Annual Appropriation

The State of Florida's and the Department's performances and obligations to pay for services under the Contract resulting from this RFP 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 the Contract resulting from this RFP.

7.4.8 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.

7.4.9 Timeframes for Payment and Interest Penalties

Contractors providing goods and services to the Department should be aware of the following time frames:

7.4.9.1 Upon receipt, the Department has five (5) working days to inspect and approve the goods and services and associated invoice, unless the ITB, RFP, or RFP specifications, or this Contract specifies otherwise. The Department has twenty (20) days to deliver a request for payment (voucher) to the Department of Financial Services. The twenty (20) days are measured from the latter of the date the invoice is received or the goods or services are received, inspected, and approved.

7.4.9.2 If a payment is not available within forty (40) days, a separate interest penalty, as specified in Section 215.422, Florida Statutes, will be due and payable, in addition to the invoice amount, to the Contractor. However in the case of health services contracts, the interest penalty provision applies after a thirty-five (35) day time period to health care contractors, as defined by rule. Interest penalties of less than one (1) dollar will not be enforced unless the Contractor requests payment. Invoices, which have to be returned to a Contractor because of Contractor preparation errors, may cause a delay of the payment. The invoice payment requirements do not start until the Department receives a properly completed invoice.

7.4.10 Final Invoice

The Contractor shall submit the final invoice for payment to the Department no more than forty-five (45) days after acceptance of the final deliverable or the end date of the Contract, by the Department. 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 resulting from this RFP may be withheld until all applicable deliverables and invoices have been accepted and approved by the Contract Manager or designee.

7.4.11 Vendor Ombudsman

A Vendor Ombudsman has been established within the Department of Financial Services. The duties of this individual include acting as an advocate for vendors who may be experiencing problems in obtaining timely payment(s) from a state agency. The Vendor Ombudsman may be contacted by calling the Department of Financial Services' Toll Free Hotline.

7.4.12 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.

7.4.13 Subcontract Approval

As stipulated in Section 7.18, Subcontracts: No payments shall be made to the Contractor until all subcontracts have been approved, in writing by the Department.

7.5 Contract Management

The Department of Corrections will be responsible for management of the Contract resulting from this RFP. The Department has assigned the following named individuals, address and phone number as indicated, as Contract Manager and Contract Administrator for the Contract.

7.5.1 Department's Contract Manager

The Contract Manager for this Contract will be identified in the resultant Contract.

The Contract Manager or his designee will perform all Department designated monitoring tasks indicated in the Scope of Service as well as the following functions:

1. maintain a contract management file;
2. serve as the liaison between the Department and the Contractor;
3. evaluate the Contractor's performance;

4. direct the Contract Administrator to process all amendments, renewals, and termination of this Contract; and
5. evaluate Contractor performance upon completion of the overall Contract. This evaluation will be placed on file and will be considered if the Contract is subsequently used as a reference in future procurements.

The Contract Manager may delegate the following functions to designated Department staff:

1. verify receipt of deliverables from the Contractor;
2. monitor the Contractor's performance; and
3. review, verify, and approve invoices from the Contractor.

7.5.2 Department's Contract Administrator

The Contract Administrator for the Contract will be:

Chief, Bureau of Procurement and Supply
Bureau of Procurement and Supply
Florida Department of Corrections
Mailing Address:
501 South Calhoun Street
Tallahassee, FL 32399-2500
Physical Address:
4070 Esplanade Way
Tallahassee, FL 32399-2500
Telephone: (850) 717-3700
Fax: (850) 488-7189

The Contract Administrator will perform the following functions:

1. maintain the Contract administration file;
2. process all Contract amendments, renewals, and termination of the Contract; and
3. maintain the official records of all formal correspondence between the Department and the Contractor.

7.5.3 Contract Management Changes

After execution of the Contract resulting from this RFP, any changes in the information contained in Section IV, Contract Management, of the Contract, will be provided to the other party in writing and a copy of the written notification shall be maintained in both the Contract Manager's and Contract Administrator's files. The Contract Manager shall be responsible for ensuring that copies are provided to the Contract Administrator.

7.6 Contract Modifications

Unless otherwise stated herein, modifications to the provisions of the Contract resulting from this RFP, with the exception of Section 3.26.2, Add/Delete Institutions/Facilities for Services; Section 7.4.3, Submission of Invoice(s); Section 7.4.4, Supporting Documentation for Invoice; and Section 7.5, Contract Management, shall be valid only through execution of a formal Contract amendment. If cost increases occur as a result of any modification of the contract, in no event may such increases result in the total compensation paid under the contract exceeding the amount appropriated for this project.

7.6.1 Scope Changes After Contract Execution

During the term of the Contract, the Department may unilaterally require, by written order, changes altering, adding to, or deducting from the Contract specifications, provided that such changes are within the general scope of the Contract.

The Department may make an equitable adjustment in the Contract prices or delivery date if the change affects the cost or time of performance. Such equitable adjustments require the written consent of the Contractor, which shall not be unreasonably withheld.

The Department shall provide written notice to the Contractor thirty (30) days in advance of any Department required changes to the technical specifications and/or scope of service that affect the Contractor's ability to provide the service as specified herein. Any changes that are other than purely administrative changes will require a formal contract amendment.

All changes will be conducted in a professional manner utilizing best industry practices. The Department expects changes to be made timely and within prices proposed.

7.6.2 Other Requested Changes

In addition to changes pursuant to Section 7.6.1, State or Federal laws, rules and regulations or Department, rules and regulations may change. Such changes may impact Contractor's service delivery in terms of materially increasing or decreasing the Contractor's cost of providing services. There is no way to anticipate what those changes will be nor is there any way to anticipate the costs associated with such changes.

Either party shall have ninety (90) days from the date such change is implemented to request an increase or decrease in compensation or the applicant party will be considered to have waived this right. Full, written justification with documentation sufficient for audit will be required to authorize an increase in compensation. It is specifically agreed that any changes to payment will be effective the date the changed scope of services is approved, in writing, and implemented.

If the parties are unable to negotiate an agreed-upon increase or decrease in rate or reimbursement, the Assistant Secretary of Health Services shall determine what the resultant change in compensation should be, based upon the changes made to the scope of services.

7.7 Records

7.7.1 Public Records Law

The Contractor agrees to allow the Department and the public access to any documents, papers, letters, or other materials subject to the provisions of Chapter 119, Florida Statutes, and Section 945.10, Florida Statutes, made or received by the Contractor in conjunction with the Contract resulting from this RFP. The Contractor's refusal to comply with this provision shall constitute sufficient cause for termination of the Contract resulting from this RFP.

7.7.2 Audit Records

7.7.2.1 The Contractor agrees to maintain books, records, and documents (including electronic storage media) in accordance with generally accepted accounting procedures and practices which sufficiently and properly reflect all revenues and expenditures of funds provided by the Department under the Contract resulting from this RFP, and agrees to provide a financial and compliance audit to the Department or to the Office of the Auditor General and to ensure that all related party transactions are disclosed to the auditor.

7.7.2.2 The Contractor agrees to include all record-keeping requirements in all subcontracts and assignments related to the Contract resulting from this RFP.

7.7.3 Retention of Records

The Contractor agrees to retain all client records, financial records, supporting documents, statistical records, and any other documents (including electronic storage media) pertaining to this Contract for a period of seven (7) years. The Contractor shall maintain complete and accurate record-keeping and documentation as required by the Department and the terms of this Contract. Copies of all records and documents shall be made available for the Department upon request. All invoices and documentation must be clear and legible for audit purposes. All documents must be retained by the Contractor at the address listed in Section IV., C., Contractor's Representative or the address listed in Section III., 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, the records shall be retained until resolution of the audit findings. The Contractor shall cooperate with the Department to facilitate the duplication and transfer of any said records or documents during the required retention period. The Contractor shall advise the Department of the location of all records pertaining to this Contract and shall notify the Department by certified mail within ten (10) days if/when the records are moved to a new location.

7.8 State Objectives

Within thirty (30) calendar days following award of the Contract, the Contractor shall submit plans addressing each of the State's four (4) objectives listed below, to the extent applicable to the items/services covered by this solicitation.

(Note: Diversity plans and reporting shall be submitted to Jane Broyles, MBE Coordinator, Bureau of Procurement and Supply, Department of Corrections, 501 South Calhoun Street, Tallahassee, FL 32399-2500. All other plans shall be submitted to the Contract Manager or designee as specified in the final Contract resulting from this ITB.)

7.8.1 Diversity in Contracting: The State of Florida is committed to supporting its diverse business industry and population through ensuring participation by minority-, women-, and service-disabled veteran business enterprises in the economic life of the state. The State of Florida Mentor Protégé Program connects minority-, women-, and service-disabled veteran business enterprises with private corporations for business development mentoring. We strongly encourage firms doing business with the State of Florida to consider this initiative. For more information on the Mentor Protégé Program, please contact the Office of Supplier Diversity at (850) 487-0915.

The state is dedicated to fostering the continued development and economic growth of small, minority-, women-, and service-disabled veteran business enterprises. Participation by a diverse group of Vendors doing business with the state is central to this effort. To this end, it is vital that small, minority-, women-, and service-disabled veteran business enterprises participate in the state's procurement process as both Contractors and sub- contractors in this solicitation. Small, minority-, women-, and service-disabled veteran business enterprises are strongly encouraged to contribute to this solicitation.

The Contractor shall submit documentation addressing diversity and describing the efforts being made to encourage the participation of small, minority-, women-, and service-disabled veteran business enterprises

Information on Certified Minority Business Enterprises (CMBE) and Certified Service-Disabled Veteran Business Enterprises (CSDVBE) is available from the Office of Supplier Diversity at http://dms.myflorida.com/other_programs/office_of_supplier_diversity_osd/.

Diversity in Contracting documentation should identify any participation by diverse contractors and suppliers as prime contractors, sub-contractors, vendors, resellers, distributors, or such other participation as the parties may agree. Diversity in Contracting documentation shall include the timely reporting of spending with certified and other minority/service-disabled veteran business enterprises. Such reports must be

submitted at least monthly and include the period covered, the name, minority code and Federal Employer Identification Number of each minority/service-disabled veteran vendor utilized during the period, commodities and services provided by the minority/service-disabled veteran business enterprise, and the amount paid to each minority/service-disabled veteran vendor on behalf of each purchasing agency ordering under the terms of the Contract resulting from this RFP.

7.8.2 Environmental Considerations: The State supports and encourages initiatives to protect and preserve our environment. If applicable, the Contractor shall submit a plan to support the procurement of products and materials with recycled content, and the intent of Section 287.045, Florida Statutes. The Contractor shall also provide a plan for reducing and or handling of any hazardous waste generated by Contractor's company. Reference Rule 62-730.160, Florida Administrative Code. It is a requirement of the Florida Department of Environmental Protection that a generator of hazardous waste materials that exceeds a certain threshold must have a valid and current Hazardous Waste Generator Identification Number. This identification number shall be submitted as part of Contractor's explanation of its company's hazardous waste plan and shall explain in detail its handling and disposal of this waste.

7.8.3 Products Available from the Blind or Other Handicapped (RESPECT): The State/Department supports and encourages the gainful employment of citizens with disabilities. It is expressly understood and agreed that any articles that are the subject of, or required to carry out, the Contract resulting from this RFP shall be purchased from a nonprofit agency for the blind or for the severely handicapped that is qualified pursuant to Chapter 413, Florida Statutes, in the same manner and under the same procedures set forth in Section 413.036(1) and (2), Florida Statutes; and for purposes of the Contract the person, firm, or other business entity carrying out the provisions of the Contract shall be deemed to be substituted for this agency insofar as dealings with such qualified nonprofit agency are concerned." Additional information about the designated nonprofit agency and the products it offers is available at http://www.respectofflorida.org.

If applicable, the Contractor shall submit a plan describing how it will address the use of RESPECT in offering the items bid.

7.8.4 Prison Rehabilitative Industries and Diversified Enterprises, Inc. (PRIDE): The State supports and encourages the use of Florida correctional work programs. It is expressly understood and agreed that any articles which are the subject of, or required to carry out, the Contract resulting from this RFP shall be purchased from the corporation identified under Chapter 946, Florida Statutes, in the same manner and under the same procedures set forth in Section 946.515(2), and (4), Florida Statutes; and for purposes of the Contract the person, firm, or other business entity carrying out the provisions of the Contract shall be deemed to be substituted for this agency insofar as dealings with such corporation are concerned. Additional information about PRIDE and the products it offers is available at http://www.pride-enterprises.org.

If applicable, the Contractor shall submit a plan describing how it will address the use of PRIDE in offering the items bid.

7.9 Sponsorship

If the Contractor is a non-governmental organization which sponsors a program financed partially by State funds, including any funds obtained through the Contract resulting from this RFP, it shall, in publicizing, advertising, or describing the sponsorship of the program, state: "Sponsored by *Contractor's name* and the State of Florida, Department of Corrections." If the sponsorship reference is in written material, the words "State of Florida, Department of Corrections" shall appear in the same size letters or type as the name of the organization.

7.10 Employment of Department Personnel

The Contractor shall not knowingly engage in this project, on a full-time, part-time, or other basis during the period of the Contract resulting from this RFP, any current or former employee of the Department where such employment conflicts with Section 112.3185, Florida Statutes.

7.11 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 the Contract resulting from this RFP.

7.12 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, the Contract resulting from this RFP may be canceled, terminated, or suspended in whole or in part and the Contractor may be declared ineligible for further Contracts.

7.13 Contractors Acting as an Agent of the State

In the Contractor's performance of its duties and responsibilities under the Contract resulting from this RFP, the Contractor shall, at all times, act and perform as an agent of the Department, but not as an employee of the Department. The Department shall neither have nor exercise any control or direction over the methods by which the Contractor shall perform its work and functions other than as provided herein. Nothing in the Contract resulting from this RFP is intended to, nor shall be deemed to constitute, a partnership or joint venture between the parties.

7.14 Indemnification for Contractors Acting as an Agent of the State

The Contractor shall be liable, and agrees to be liable for, and shall indemnify, defend, and hold the Department, its employees, agents, officers, heirs, and assignees harmless from any and all claims, suits, judgments, or damages including court costs and attorney's fees arising out of intentional acts, negligence, or omissions by the Contractor, or its employees or agents, in the course of the operations of the Contract resulting from this RFP, including any claims or actions brought under Title 42 USC §1983, the Civil Rights Act, up to the limits of liability set forth in Section 768.28, Florida Statutes.

7.15 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 the Contract resulting from this RFP, in compliance with the financial responsibility requirements of Section 458.320, Florida Statutes, and is not entitled to, and shall not claim, any exemption from such requirements. The Contractor also warrants that funds held under Section 458.320, Florida Statutes, are available to pay claims against the State in accordance with Section 7.14, Indemnification for Contractors Acting as an Agent of the State.

The Contractor agrees to provide adequate liability insurance coverage to the extent of liability under Section 768.28, Florida Statutes, on a comprehensive basis and to hold such liability insurance at all times during the existence of this Contract. Upon the execution of the Contract resulting from this RFP, the Contractor shall furnish the Contract Manager written verification supporting such insurance coverage. Such coverage may be provided by a self-insurance program established and operating under the laws of the State of Florida. The Department reserves the right to require additional insurance where appropriate.

If the Contractor is a state agency or subdivision as defined in Section 768.28, Florida Statutes, the Contractor shall furnish the Department, upon request, written verification of liability protection in accordance with Section 768.28, Florida Statutes. Nothing herein shall be construed to extend any party's liability beyond that provided in Section 768.28, Florida Statutes.

7.16 Disputes

Any dispute concerning performance of the Contract resulting from this RFP shall be resolved informally by the Contract Manager. Any dispute that cannot be resolved informally shall be reduced to writing and delivered to the Department's Assistant Secretary for Health Services. The Assistant Secretary for Health Services or designee shall decide the dispute, reduce the decision to writing, and deliver a copy to the Contractor, the Contract Manager, and the Contract Administrator.

7.17 Copyrights, Right to Data, Patents and Royalties

Where activities supported by the Contract resulting from this RFP produce original writing, sound recordings, pictorial reproductions, drawings or other graphic representation and works of any similar nature, the Department has the right to use, duplicate and disclose such materials in whole or in part, in any manner, for any purpose whatsoever and to have others acting on behalf of the Department to do so. If the materials so developed are subject to copyright, trademark, or patent, legal title and every right, interest, claim or demand of any kind in and to any patent, trademark or copyright, or application for the same, will vest in the State of Florida, Department of State, for the exclusive use and benefit of the state. Pursuant to Section 286.021, Florida Statutes, no person, firm or corporation, including parties to the Contract resulting from this RFP, shall be entitled to use the copyright, patent, or trademark without the prior written consent of the Department of State.

The Department shall have unlimited rights to use, disclose or duplicate, for any purpose whatsoever, all information and data developed, derived, documented, or furnished by the Contractor under the Contract resulting from this RFP. All computer programs and other documentation produced as part of the Contract resulting from this RFP shall become the exclusive property of the State of Florida, Department of State, with the exception of data processing software developed by the Department pursuant to Section 119.083, Florida Statutes, and may not be copied or removed by any employee of the Contractor without express written permission of the Department.

The Contractor, without exception, shall indemnify and hold harmless the Department and its employees from liability of any nature or kind, including cost and expenses for or on account of any copyrighted, patented, or un-patented invention, process, or article manufactured or supplied by the Contractor. The Contractor has no liability when such claim is solely and exclusively due to the combination, operation, or use of any article supplied hereunder with equipment or data not supplied by the Contractor or is based solely and exclusively upon the Department's alteration of the article. The Department will provide prompt written notification of a claim of copyright or patent infringement and will afford the Contractor full opportunity to defend the action and control the defense of such claim.

Further, if such a claim is made or is pending, the Contractor may, at its option and expense, procure for the Department the right to continue use of, replace, or modify the article to render it non-infringing. (If none of the alternatives are reasonably available, the Department agrees to return the article to the Contractor upon its request and receive reimbursement, fees and costs, if any, as may be determined by a court of competent jurisdiction.) If the Contractor uses any design, device, or materials covered by letter, patent or copyright, it is mutually agreed and understood without exception that the Contract prices shall include all royalties or costs arising from the use of such design, device, or materials in any way involved in the work to be performed hereunder.

7.18 Subcontracts

The Contractor is fully responsible for all work performed under the Contract resulting from this RFP. The Contractor may, upon receiving prior written consent from the Department's Contract Manager, enter into written subcontract(s) for performance of certain of its functions under the Contract. No subcontract, which the Contractor enters into with respect to performance of any of its functions under the Contract, shall in any way relieve the Contractor of any responsibility for the performance of its duties. All subcontractors, regardless of function, providing services on Department property, shall comply with the Department's security requirements, as defined by the Department, including background checks, and all other Contract requirements. All payments to subcontractors shall be made by the Contractor.

If a subcontractor is utilized by the Contractor, the Contractor shall pay the subcontractor within seven (7) working days after receipt of full or partial payments from the Department, in accordance with Section 287.0685, Florida Statutes. It is understood and agreed that the Department shall not be liable to any subcontractor for any expenses or liabilities incurred under the subcontract and that the Contractor shall be solely liable to the subcontractor for all expenses and liabilities under the Contract resulting from this RFP. Failure by the Contractor to pay the subcontractor within seven (7) working days will result in a penalty to be paid by the Contractor to the subcontractor in the amount of one-half (½) of one percent (1%) of the amount due per day from the expiration of the period allowed herein for payment. Such penalty shall be in addition to actual payments owed and shall not exceed fifteen percent (15%) of the outstanding balance due.

7.19 Assignment

The Contractor shall not assign its responsibilities or interests under the Contract resulting from this RFP to another party without prior written approval of the Department's Contract Manager. The Department shall, at all times, be entitled to assign or transfer its rights, duties and obligations under the Contract resulting from this RFP to another governmental agency of the State of Florida upon giving written notice to the Contractor.

7.20 Force Majeure

Neither party shall be liable for loss or damage suffered as a result of any delay or failure in performance under the Contract resulting from this RFP or interruption of performance resulting directly or indirectly from acts of God, accidents, fire, explosions, earthquakes, floods, water, wind, lightning, civil or military authority, acts of public enemy, war, riots, civil disturbances, insurrections, strikes, or labor disputes.

7.21 Substitution of Key Personnel

In the event the Contractor desires to substitute any key personnel submitted with his/her proposal, either permanently or temporarily, the Department shall have the right to approve or disapprove the desired personnel change in advance in writing.

7.22 Severability

The invalidity or unenforceability of any particular provision of the Contract resulting from this RFP shall not affect the other provisions hereof and the Contract resulting from this RFP shall be construed in all respects as if such invalid or unenforceable provision was omitted, so long as the material purposes of the Contract resulting from this RFP can still be determined and effectuated.

7.23 Use of Funds for Lobbying Prohibited

The Contractor agrees to comply with the provisions of Section 216.347, Florida Statutes, which prohibits the expenditure of state funds for the purposes of lobbying the Legislature, the Judicial branch, or a state agency.

7.24 Governing Law and Venue

The Contract resulting from this RFP 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.

7.25 No Third Party Beneficiaries

Except as otherwise expressly provided herein, neither the Contract resulting from this RFP, 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.

7.26 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 the Contract resulting from this RFP, which includes and incorporates ATTACHMENT 8, Business Associate Agreement, as part of this Contract.

In addition to complying with HIPAA requirements, the Contractor shall not disclose any information concerning inmates, specifically concerning inmate transfers/referrals, to parties outside the Department.

7.27 Reservation of Rights

The Department reserves the exclusive right to make certain determinations regarding the service requirements outlined in the 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 the Contract resulting from this RFP 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.

7.28 Cooperative Purchasing

Pursuant to their own governing laws, and subject to the agreement of the Contractor, other entities may be permitted to make purchases in accordance with the terms and conditions contained herein. The Department shall not be a party to any transaction between the Contractor and any other purchaser.

Other state agencies wishing to make purchases from this agreement are required to follow the provisions of Section 287.042(16)(a), F.S. This statute requires the 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.

7.29 Performance Guarantee

The Contractor shall furnish the Department with a Performance Guarantee in the amount of twenty-three million dollars ($23,000,000.00) that shall be in effect yearly for a time frame equal to the term of the Contract.

The form of the guarantee shall be a bond, cashier's check, or money order made payable to the Department. The guarantee shall be furnished to the Contract Manager within thirty (30) days after execution of the Contract which may result from this RFP. No payments shall be made to the Contractor until the guarantee is in place and approved by the Department in writing. Upon renewal of the Contract, the Contractor shall provide proof that the performance guarantee has been renewed for the term of the Contract renewal.

Based upon Contractor performance after the initial year of the Contract, the Department may, at the Department's sole discretion, reduce the amount of the bond for any single year of the Contract or for the remaining contract period, including the renewal.

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*** MANDATORY FORM ***

ATTACHMENT 1 – CERTIFICATION/ATTESTATION PAGE

RFP #11-DC-8328

1. Business/Corporate Experience
This is to certify that the Proposer has at least five (5) years of business/corporate experience with appropriately experienced management and at least three (3) years of business/corporate experience, within the last five (5) years, in the provision of comprehensive healthcare services to an aggregate patient population of a minimum of 15,000 inmate patients at any one time in prison, jail or other comparable managed healthcare settings. The Department understands that, due to the size and complexity of the inmate healthcare program, the service solution may require partnerships, joint ventures, and/or subcontracting between two or more companies, and therefore will consider the combined experience and qualifications of any such partnerships meeting these requirements. To ensure the bidding entity is qualified to serve inmate populations in prison settings, the vendor(s), whether responding independently, as a partnership, as a joint venture, or with a response that proposes utilization of subcontractor(s), must collectively have at least five (5) total years of business/corporate experience with appropriately experienced management and at least three (3) total years of business/corporate experience within the last five (5) years, providing comprehensive healthcare with sufficient levels of service in all areas (dental, mental health and physical healthcare) comparable to the service levels sought via this RFP to an inmate population of at least 15,000 inmates.

2. Authority to Legally Bind the Proposer
This is to certify that the person signing the Florida Department of Corrections RFP Acknowledgement Form and this Certification/Attestation Page is authorized to make this affidavit on behalf of the firm, and its owner, directors and officers. This person is the person in the Proposer's firm responsible for the prices and total amount of this Proposal and the preparation of the Proposal.

3. Acceptance of Terms and Conditions
This is to certify that the Proposer will comply with all terms and conditions contained within the RFP.

4. Certification of Minimum Service Requirements/No Deviations
This is to certify that the services proposed meet or exceed the minimum service requirements as specified in Section 3, Scope of Services Sought, of this RFP. Furthermore, this is to certify that the proposal submission contains no deviations from the requirements of the RFP.

5. Statement of No Involvement:
This is to certify that the person signing the proposal has not participated, and will not participate, in any action contrary to the terms of this RFP.

6. Statement of No Inducement:
This is to certify that no attempt has been made or will be made by the Proposer to induce any other person or firm to submit or not to submit a Proposal with regard to this RFP. Furthermore this is to certify that the Proposal contained herein is submitted in good faith and not pursuant to any agreement or discussion with, or inducement from, any firm or person to submit a complementary or other non-competitive Proposal.

7. Statement of Non-Disclosure:
This is to certify that neither the price(s) contained in this Proposal, nor the approximate amount of this Proposal have been disclosed prior to award, directly or indirectly, to any other proposer or to any competitor.

8. Statement of Non-Collusion:
This is to certify that the prices and amounts in this Proposal have been arrived at independently, without consultation, communications, or agreement as to any matter relating to such prices with any other proposer or with any competitor and not for the purpose of restricting competition.

9. Statement of No Investigation/Conviction:
This is to certify that Proposer, it's affiliates, subsidiaries, officers, directors and employees are not currently under investigation by any governmental agency and have not in the last three years been convicted or found liable for any act prohibited by State or Federal law in any jurisdiction, involving conspiracy or collusion with respect to bidding on any public contract.

10. Non-Discrimination Statement:
This is to certify that the Proposer does not discriminate in their employment practices with regard to race, creed, color, national origin, age, gender, marital status or disability.

11. Unauthorized Alien Statement:
This is to certify that the Proposer does not knowingly employ unauthorized alien workers, pursuant to Section 274A of the Immigration and Nationality Act.

Dated this _____ day of _____ 2011.

Name of Organization: _____

Signed by: _____

Print Name: _____

being duly sworn deposes and says that the information herein is true and sufficiently complete so as not to be misleading.

Subscribed and sworn before me this _____ day of _____ 2011.

Personally Known ____ OR Produced Identification ____ Type of Identification Produced _____

Notary Public: _____

My Commission Expires: _____

ATTACHMENT 2 – BUSINESS/CORPORATE REFERENCE
RFP #11-DC-8328

(THIS FORM MUST BE COMPLETED BY THE PERSON GIVING THE REFERENCE, NOT THE ENTITY FOR WHICH THE REFERENCE IS BEING GIVEN.)

THIS BUSINESS REFERENCE IS FOR (Proposer's Name): _____

NAME OF PERSON PROVIDING REFERENCE: _____

TITLE OF PERSON PROVIDING REFERENCE: _____

FIRM/ENTITY PROVIDING REFERENCE (if applicable): _____

1. How would you describe your relationship to this business/corporate entity? (e.g. Customer, Subcontractor, Employee, Contract Manager, Friend, or Acquaintance)

2. How many years have you done business with this business entity? _____ Please provide dates:

3. A. If a Customer, please specifically describe the primary service this entity provides to you. i.e. Does this vendor provide comprehensive healthcare services or other type of similar services?

B. Generally describe the geographic area where services were provided. (number of counties served, section of the state, etc).

C. What was the estimated population of clients that the entity served, to the best of your knowledge?

4. Did this entity act as a primary provider, or as a subcontractor? If a subcontractor, to whom? Please specifically describe the type of service that was provided by the entity for which this reference is being provided.

5. Can you identify the total number of years that this entity has provided comprehensive healthcare services? Please provide dates to the best of your knowledge.

6. Do you have a vested interest in this business/corporate entity? If yes, what is that interest? (i.e. employee, subcontractor, stockholder, etc).

7. Have you experienced any problems with this business/corporate entity? If so, please state what the problem is/was and how it was resolved.

8. Would you conduct business with this business/corporate entity again? If no, please state the reason.

9. Are there any additional comments you would like to make about this business entity? Use back of form if necessary.

10. Will you provide a phone number, fax or email address so we may contact you for further questions, if necessary?

PLEASE SIGN BELOW AND HAVE THIS FORM CERTIFIED BY A NOTARY PUBLIC. RETURN THIS FORM TO THE BUSINESS/CORPORATE ENTITY FOR WHICH YOU ARE PROVIDING THE REFERENCE. THIS REFERENCE WILL BECOME PART OF THE RFP RESPONSE.

Dated this _____ day of _____ 2011.

Name of Organization: _____

Signed by: _____

Print Name: _____

being duly sworn deposes and says that the information herein is true and sufficiently complete so as not to be misleading.

Subscribed and sworn before me this _____ day of _____ 2011.

Personally Known ____ OR Produced Identification ____ Type of Identification Produced _____

Notary Public: _____

My Commission Expires: _____

ATTACHMENT 3 – PERSONNEL REFERENCE FORM
RFP #11-DC-8328

(THIS FORM MUST BE COMPLETED BY THE PERSON GIVING THE REFERENCE, NOT THE PERSON FOR WHOM THE REFERENCE IS BEING GIVEN.)

THIS PERSONNEL REFERENCE IS FOR: _____

THE POSITION THIS REFERENCE IS FOR: _____

NAME OF PERSON PROVIDING REFERENCE: _____

TITLE OF PERSON PROVIDING REFERENCE: _____

FIRM OR BUSINESS NAME: _____

OFFICE TELEPHONE NUMBER: _____ OFFICE E-MAIL ADDRESS: _____

1. What is your business relationship with the person for whom this reference is being provided? Please specify: business associate, supervisor, employer, former employer, or other.

_____

2. Please indicate how long you have been in a business relationship with the above-referenced individual and the nature of the business conducted.

_____

_____

3. What is/was the type of your association with this person?

_____

_____

4. Please indicate if you worked with the above referenced individual in a capacity that related to:

   A. Executive Management (please explain): _____

   _____

   B. Comprehensive Healthcare Services Management (please explain): _____

   _____

5. Please describe the above-referenced individual's major job duties during your relationship.

_____

_____

6. Please assess the above referenced individual's knowledge in relation to:

   A. Executive Management: _____

   _____

   _____

   _____

   B. Comprehensive Healthcare Services Management: _____

   _____

   _____

   _____

7. Please evaluate this person's ability to solve problems, communicate with others, work under pressure and make decisions. Please evaluate this person's ability to supervise staff.

8. Please evaluate the above-referenced individual's work habits such as attendance, punctuality, dependability, and observance of work rules.

9. Please describe any strengths or weaknesses the above-referenced individual possesses.

10. Would you conduct or engage in business with this person again? If no, please state the reason.

11. Please make any additional comments here.

PLEASE SIGN BELOW AND HAVE THIS FORM CERTIFIED BY A NOTARY PUBLIC. RETURN THIS FORM TO THE BUSINESS/ CORPORATE ENTITY FOR WHOM YOU ARE PROVIDING THE REFERENCE. THIS REFERENCE WILL BECOME PART OF THE RFP RESPONSE.

Dated this _____ day of _____ 2011.

Name of Organization: _____

Signed by: _____

Print Name: _____

being duly sworn deposes and says that the information herein is true and sufficiently complete so as not to be misleading.

Subscribed and sworn before me this _____ day of _____ 2011.

Personally Known ____ OR Produced Identification ____ Type of Identification Produced _____

Notary Public: _____

My Commission Expires: _____

ATTACHMENT 4 – CONTACT FOR CONTRACT ADMINISTRATION/CONTRACTOR REPRESENTATIVE
RFP #11-DC-8328

The Proposer shall designate one person authorized to conduct Contract administration and function as the Contractor's Representative under the Contract resulting from this RFP.

NAME: _____

TITLE: _____

COMPANY NAME: _____

ADDRESS: _____

_____

TELEPHONE NUMBER: _____

FAX NUMBER: _____

E-MAIL ADDRESS: _____

Section 287.087 of the Florida Statutes provides that, where identical tie proposals are received, preference shall be given to a bid received from a proposer that certifies it has implemented a drug-free workforce program. In order to have a drug-free workplace program, a business shall:

1. Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibition.

2. Inform employees about the dangers of drug abuse in the workplace, the business's policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation, and employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violations.

3. Give each employee engaged in providing the commodities or Contractual services that are under response a copy of the statement specified in Subsection (1).

4. In the statement specified in Subsection (1), notify the employees that, as a condition of working on the commodities or Contractual services that are under response, the employee will abide by the terms of the statement and will notify the employer of any conviction of, or plea of guilty or nolo contendere to, any violation of Chapter 894, Florida Statutes, or of any controlled substance law of the United States or any state, for a violation occurring in the workplace no later than five (5) days after such conviction.

5. Impose a sanction on any employee who is so convicted or require the satisfactory participation in a drug abuse assistance or rehabilitation program as such is available in the employee's community.

6. Make a good faith effort to continue to maintain a drug-free workplace through implementation of applicable laws, rules and regulations.

As the person authorized to sign the statement, I certify that this firm complies fully with the above requirements.

_____

VENDOR'S SIGNATURE

(Form revised 4/06/06)

ATTACHMENT 6 – ADDENDUM ACKNOWLEDGMENT FORM
RFP #11-DC-8328

RFP ADDENDUM – SAMPLE ONLY

Department of Corrections
2601 Blair Stone Road
Tallahassee, Florida 32399-2500

PROPOSAL NO: RFP #11-DC-8328

PROPOSAL TITLE: Comprehensive Healthcare Services in Region IV

PROPOSAL DUE: November 7, 2011

OPENING DATE: November 8, 2011

ADDENDUM NO.: DATE:

PLEASE BE ADVISED THAT THE FOLLOWING CHANGES ARE APPLICABLE TO THE ORIGINAL SPECIFICATIONS OF THE ABOVE-REFERENCED RFP:

THIS ADDENDUM NOW BECOMES A PART OF THE ORIGINAL RFP. THE ADDENDUM ACKNOWLEDGMENT FORM SHALL BE SIGNED BY AN AUTHORIZED COMPANY REPRESENTATIVE, DATED AND RETURNED, AS INSTRUCTED IN SECTION 5, PROPOSAL SUBMISSION REQUIREMENTS, WITH THE PROPOSAL. FAILURE TO DO SO MAY SUBJECT THE PROPOSER TO DISQUALIFICATION.

PROPOSER:_____ BY:_____

ADDRESS:_____ TELEPHONE:_____

CITY, STATE:_____ DATE:_____

_____
Authorized Signature

1. Business/Corporate Qualifications = 100 points

The Department will evaluate the corporate experience, corporate resources, and capabilities of the Proposer and any subcontractors (if known) and points will be assessed based upon information provided which includes, but is not limited to the following:

	Points
a. Relevancy and length of past experience providing comprehensive healthcare services;	20
b. Relevancy and length of experience performing tasks as specified in this RFP;	20
c. Quality of past experience transitioning, and implementing services on a large-scale basis similar to those requested in this RFP;	10
d. Complexity and detail of prior experience delivering services similar to those contemplated by the RFP;	10
e. Appropriateness of licenses, permits, registration and insurance as required by law and the RFP;	5
f. Relevancy of past performance of contracts, with emphasis on specific tasks as specified;	5
g. Evidence of exemplary or qualitative findings, or the absence thereof in delivery of any previous contracted service;	5
h. Past provision of similar services either directly or via subcontracting or other means;	5
i. If subcontractors or other parties are to be utilized, relevant experience/qualifications of proposed subcontractors and percentage to be subcontracted to each; and	15
j. Proposer's Organizational Chart.	5

2. Project Staff - 100 points

The Department will evaluate the Proposer's project staff and points will be assessed based upon information provided which includes, but is not limited to: the adequacy of background and experience, professional qualifications and credentials of the project staff to be utilized for service provision as described in the RFP:

	Points
a. Chief Executive Officer (or equivalent title)	5
b. Administrative Project Manager (or equivalent title)	10
c. Healthcare Services Program Director (or equivalent title)	15
d. Mental Health Program Director (or equivalent title)	20
e. Dental Services Program Director (or equivalent title)	15
f. Pharmacy Program Director (or equivalent title)	15
g. Director of Nursing (or equivalent title)	20

3. Technical Proposal/Service Delivery Narrative = 400 points

The Department will evaluate the Proposer's Technical Proposal/Service Delivery Narrative and points will be assessed based upon information provided which includes, but is not limited to the following:

	Points
a. Demonstration of a complete understanding and knowledge of the Department's Scope of Services Sought;	50
b. Demonstration that services can be implemented within the time frames specified;	50
c. Method and approach to providing comprehensive healthcare services consistent with service tasks as described in Section 3;	50
d. Description of approach to maintaining healthcare accreditation;	25
e. Ability to provide and manage comprehensive healthcare services on a correctional setting;	40
f. Method of approach to providing off-site hospital and specialty services.	30

g.	Appropriateness of the system to geographically meet the needs of the Department;	15
h.	Method of approach for addressing legitimate inmate healthcare grievances and implementing corrective action to prevent recurrence;	20
i.	Method of approach for prevention of suicide and self-mutilation;	40
j.	Method of approach to providing comprehensive healthcare services to inmates housed in confinement units and of working with institutional security to ensure appropriate and efficient access to healthcare;	40
k.	Value-Added Services to be provided by the Proposer which are not required by the Department.	40

4. Price Proposal (Price Information Sheet) = 400 points

The Price Proposals utilizing the Price Information Sheet with the lowest verified Single Capitation Rate Per-Inmate Per-Day (Unit Price) will be awarded four hundred (400) points.

This Business Associate Agreement supplements and is made a part of this Agreement between the Florida Department of Corrections ("Department") and [Insert Contractor Name] ("Contractor"), (individually, a "Party" and collectively referred to as "Parties").

Whereas, the Department creates or maintains, or has authorized the Contractor to receive, create, or maintain certain Protected Health Information ("PHI,") as that term is defined in 45 C.F.R. §164.501 and that is subject to protection under the Health Insurance Portability and Accountability Act of 1996, as amended. ("HIPAA");

Whereas, the Department is a "Covered Entity" as that term is defined in the HIPAA implementing regulations, 45 C.F.R. Part 160 and Part 164, Subparts A, C, and E, the Standards for Privacy of Individually Identifiable Health Information ("Privacy Rule") and the Security Standards for the Protection of Electronic Protected Health Information ("Security Rule");

Whereas, the Contractor may have access to Protected Health Information in fulfilling its responsibilities under its contract with the Department;

Whereas, the Contractor is considered to be a "Business Associate" of a Covered Entity as defined in the Privacy Rule;

Whereas, pursuant to the Privacy Rule, all Business Associates of Covered Entities must agree in writing to certain mandatory provisions regarding the use and disclosure of PHI; and

Whereas, the purpose of this Agreement is to comply with the requirements of the Privacy Rule, including, but not limited to, the Business Associate contract requirements of 45 C.F.R. §164.504(e).

Whereas, in regards to Electronic Protected Health Information as defined in 45 C.F.R. § 160.103, the purpose of this Agreement is to comply with the requirements of the Security Rule, including, but not limited to, the Business Associate contract requirements of 45 C.F.R. §164.314(a).

Now, therefore, in consideration of the mutual promises and covenants contained herein, the Parties agree as follows:

1. Definitions

Unless otherwise provided in this Agreement, any and all capitalized terms have the same meanings as set forth in the HIPAA Privacy Rule, HIPAA Security Rule or the HITECH Act. Contractor acknowledges and agrees that all Protected Health Information that is created or received by the Department and disclosed or made available in any form, including paper record, oral communication, audio recording, and electronic display by the Department or its operating units to Contractor or is created or received by Contractor on the Department's behalf shall be subject to this Agreement.

2. Confidentiality Requirements

A. Contractor agrees to use and disclose Protected Health Information that is disclosed to it by the Department solely for meeting its obligations under its agreements with the Department, in accordance with the terms of this agreement, the Department's established policies rules, procedures and requirements, or as required by law, rule or regulation.

B. In addition to any other uses and/or disclosures permitted or authorized by this Agreement or required by law, Contractor may use and disclose Protected Health Information as follows:

(1) if necessary for the proper management and administration of the Contractor and to carry out the legal responsibilities of the Contractor, provided that any such disclosure is required by law or that Contractor obtains reasonable assurances from the person to whom the information is disclosed that it will be held confidentially and used or further disclosed only as required by law or for the purpose for which it was disclosed to the person, and the person notifies Contractor of any instances of which it is aware in which the confidentiality of the information has been breached;

(2) for data aggregation services, only if to be provided by Contractor for the health care operations of the Department pursuant to any and all agreements between the Parties. For purposes of this Agreement, data aggregation services means the combining of protected health information by Contractor with the protected health information received by Contractor in its capacity as a Contractor of another covered entity, to permit data analyses that relate to the health care operations of the respective covered entities.

(3) Contractor may use and disclose protected health information that Contractor obtains or creates only if such disclosure is in compliance with every applicable requirement of Section 164.504(e) of the Privacy relating to Contractor contracts. The additional requirements of Subtitle D of the HITECH Act that relate to privacy and that are made applicable to the Department as a covered entity shall also be applicable to Contractor and are incorporated herein by reference.

C. Contractor will implement appropriate safeguards to prevent use or disclosure of Protected Health Information other than as permitted in this Agreement. Further, Contractor shall implement administrative, physical, and technical safeguards that reasonably and appropriately protect the confidentiality, integrity, and availability of Electronic Protected Health Information that it creates, receives, maintains, or transmits on behalf of the Department. The Secretary of Health and Human Services and the Department shall have the right to audit Contractor's records and practices related to use and disclosure of Protected Health Information to ensure the Department's compliance with the terms of the HIPAA Privacy Rule and/or the HIPAA Security Rule.

Further, Sections 164.308 (administrative safeguards). 164.310 (physical safeguards), 164.312 (technical safeguards), and 164.316 (policies and procedures and documentation requirements) of the Security Rule shall apply to the Contractor in the same manner that such sections apply to the Department as a covered entity. The additional requirements of the HITECH Act that relate to security and that are made applicable to covered entities shall be applicable to Contractor and are hereby incorporated by reference into this BA Agreement.

D. Contractor shall report to Department any use or disclosure of Protected Health Information, which is not in compliance with the terms of this Agreement as well as any Security incident of which it becomes aware. Contractor agrees to notify the Department, and include a copy of any complaint related to use, disclosure, or requests of Protected Health Information that the Contractor receives directly and use best efforts to assist the Department in investigating and resolving such complaints. In addition, Contractor agrees to mitigate, to the extent practicable, any harmful effect that is known to Contractor of a use or disclosure of Protected Health Information by Contractor in violation of the requirements of this Agreement.

Such report shall notify the Department of:

1) any Use or Disclosure of protected health information (including Security Incidents) not permitted by this Agreement or in writing by the Department;

2) any Security Incident;

3) any Breach, as defined by the HITECH Act; or

4) any other breach of a security system, or like system, as may be defined under applicable State law (Collectively a "Breach").

Contractor will without unreasonable delay, but no later than seventy-two (72) hours after discovery of a Breach, send the above report to the Department.

Such report shall identify each individual whose protected health information has been, or is reasonably believed to have been, accessed, acquired, or disclosed during any Breach pursuant to 42 U.S.C.A. § 17932(b). Such report will:

1) Identify the nature of the non-permitted or prohibited access, use, or disclosure, including the nature of the Breach and the date of discovery of the Breach.

2) Identify the protected health information accessed, used or disclosed, and provide an exact copy or replication of that protected health information.

3) Identify who or what caused the Breach and who accessed, used, or received the protected health information.

4) Identify what has been or will be done to mitigate the effects of the Breach; and

5) Provide any other information, including further written reports, as the Department may request.

E. In accordance with Section 164.504(e)(1)(ii) of the Privacy Rule, each party agrees that if it knows of a pattern of activity or practice of the other party that constitutes a material breach of or violation of the other party's obligations under the BA Agreement, the non-breaching party will take reasonable steps to cure the breach or end the violation, and if such steps are unsuccessful, terminate the contract or arrangement if feasible. If termination is not feasible, the party will report the problem to the Secretary of Health and Human Services (federal government).

F. Contractor will ensure that its agents, including a subcontractor, to whom it provides Protected Health Information received from, or created by Contractor on behalf of the Department, agree to the same restrictions and conditions that apply to Contractor, and apply reasonable and appropriate safeguards to protect such information. Contractor agrees to designate an appropriate individual (by title or name) to ensure the obligations of this agreement are met and to respond to issues and requests related to Protected Health Information. In addition, Contractor agrees to take other reasonable steps to ensure that its employees' actions or omissions do not cause Contractor to breach the terms of this Agreement.

G. Contractor shall secure all protected health information by a technology standard that renders protected health information unusable, unreadable, or indecipherable to unauthorized individuals and is developed or endorsed by a standards developing organization that is accredited by the American National Standards Institute and is consistent with guidance issued by the Secretary of Health and Human Services specifying the technologies and methodologies that render protected health information unusable, unreadable, or indecipherable to unauthorized individuals, including the use of standards developed under Section 3002(b)(2)(B)(vi) of the Public Health Service Act, pursuant to the HITECH Act, 42 U.S.C.A. § 300jj-11, unless the Department agrees in writing that this requirement is infeasible with respect to particular data. These security and protection standards shall also apply to any of Contractor's agents and subcontractors.

H. Contractor agrees to make available Protected Health Information so that the Department may comply with individual rights to access in accordance with Section 164.524 of the HIPAA Privacy Rule. Contractor agrees to make Protected Health Information available for amendment and incorporate any amendments to Protected Health Information in accordance with the requirements of Section 164.526 of the HIPAA Privacy Rule. In addition, Contractor agrees to record disclosures and such other information necessary, and make such information available, for purposes of the Department providing an accounting of disclosures, as required by Section 164.528 of the HIPAA Privacy Rule.

I. The Contractor agrees, when requesting Protected Health Information to fulfill its contractual obligations or on the Department's behalf, and when using and disclosing Protected Health Information as permitted in this Contract, that the Contractor will request, use, or disclose only the minimum necessary in order to accomplish the intended purpose.

3. Obligations of Department

A. The Department will make available to the Business Associate the notice of privacy practices (applicable to inmates under supervision, not to inmates) that the Department produces in accordance with 45 CFR 164.520, as well as any material changes to such notice.

B. The Department shall provide Business Associate with any changes in, or revocation of, permission by an Individual to use or disclose Protected Health Information, if such changes affect Business Associate's permitted or required uses and disclosures.

C. The Department shall notify Business Associate of any restriction to the use or disclosure of Protected Health Information that impacts the business associate's use or disclosure and that the Department has agreed to in accordance with 45 CFR 164.522 and the HITECH Act.

4. Termination

A. Termination for Breach - The Department may terminate this Agreement if the Department determines that Contractor has breached a material term of this Agreement. Alternatively, the Department may choose to provide Contractor with notice of the existence of an alleged material breach and afford Contractor an opportunity to cure the alleged material breach. In the event Contractor fails to cure the breach to the satisfaction of the Department, the Department may immediately thereafter terminate this Agreement.

B. Automatic Termination - This Agreement will automatically terminate upon the termination or expiration of the original contract between the Department and the Contractor.

C. Effect of Termination

(1) Termination of this agreement will result in termination of the associated contract between the Department and the Contractor.

(2) Upon termination of this Agreement or the contract, Contractor will return or destroy all PHI received from the Department or created or received by Contractor on behalf of the Department that Contractor still maintains and retain no copies of such PHI; provided that if such return or destruction is not feasible, Contractor will extend the protections of this Agreement to the PHI and limit further uses and disclosure to those purposes that make the return or destruction of the information infeasible.

5. Amendment - Both parties agree to take such action as is necessary to amend this Agreement from time to time as is necessary to comply with the requirements of the Privacy Rule, the HIPAA Security Rule, and the HITECH Act.

6. Interpretation - Any ambiguity in this Agreement shall be resolved to permit the Department to comply with the HIPAA Privacy Rule and/or the HIPAA Security Rule.

7. Indemnification – The Contractor shall be liable for and agrees to be liable for, and shall indemnify, defend, and hold harmless the Department, its employees, agents, officers, and assigns from any and all claims, suits, judgments, or damages including court costs and attorneys' fees arising out or in connection with any non-permitted or prohibited Use or Disclosure of PHI or other breach of this Agreement, whether intentional, negligent or by omission, by Contractor, or any sub-contractor of Contractor, or agent, person or entity under the control or direction of Contractor. This indemnification by Contractor includes any claims brought under Title 42 USC §1983, the Civil Rights Act.

8. Miscellaneous - Parties to this Agreement do not intend to create any rights in any third parties. The obligations of Contractor under this Section shall survive the expiration, termination, or cancellation of this Agreement, or any and all other contracts between the parties, and shall continue to bind Contractor, its agents, employees, contractors, successors, and assigns as set forth herein for any PHI that is not returned to the Department or destroyed.

Instructions to Obtain SQR

The Supplier Qualifier Report (SQR) is a standard report detailing financial and operational capability. If necessary, the prospective Contractor shall request the SQR report from D&B through the following process:

- Go to D&B's *Contractor Management Portal*
  - http://www.dnbgov.com/state-local/contractor-management-portal
    For assistance, the User Guide is on this page or in the following link:
    http://www.dnbgov.com/pdf/SupplierOnRampUserGuideforCMP.pdf
- Step 1: Search for your company
  - Enter your business information and select search
    - You may enter your company's D-U-N-S Number. If you don't know your company's D-U-N-S number, you may use the search feature to find it.
- Step 2: Select your company
  - Select your company from the candidate list
- Step 3: Complete Registration
  - Confirm your company and confirm your registration
- Step 4: End User License Agreement (See instruction in *RED*)
  - *Company Name - *Enter Agency or Contracting Agents Name*
  - *email Address - *Enter Agency or Contracting Agents email address to receive the D&B Report*
  - *Check Yes*
  - Complete registration
- Step 5: Payment Information
  - Enter payment method and information and complete registration. The cost of the preparation of the D&B report shall be the responsibility of the Proposer.
- Once the process is complete, a copy of the D&B SQR must be provided to the Department, and an identical report should be kept by the Proposer as verification.

The SQR report shall be a part of the Proposer's proposal. It is the duty of the Proposer to ensure the timely submission of a D&B report that accurately reflects the proposing entity. If the Department cannot determine on the face of the documents that the SQR report is that of the proposing entity, then the Department will not give credit for this requirement.

Respondents are advised to allow sufficient time before the proposal due date for the D&B processing. Proposers should allow a minimum of 10 business days for D&B to process. If the Department does not receive a D&B SQR from the Proposer prior to the opening date of the solicitation as stated in the Calendar of Events, and a SQR is not submitted with the proposal, the Proposer shall be required to demonstrate that the SQR was requested by the Proposer after the posting date of the solicitation. The SQR must be current to this posting.

ATTACHMENT 10 – NONDISCLOSURE AGREEMENT FOR RESTRICTED INFORMATION
RFP #11-DC-8328

In connection with RFP 11-DC-8328, entitled "Comprehensive Healthcare Services in Region IV" the Florida Department of Corrections ("DC") is disclosing to you business information, procedures, technical information and/or ideas identified as "Restricted".

In consideration of any disclosure and any Restricted information provided by DC concerning RFP 11-DC-8328, you agree as follows:

1. You will hold in confidence and not possess or use (except to evaluate and review in relation to the RFP) or disclose any Restricted information except information you can document (a) is in the public domain through no fault of yours, (b) was properly known to you, without restriction, prior to disclosure by DC, or (c) was properly disclosed to you by another person without restriction, and you will not reverse engineer or attempt to derive the composition or underlying information, structure or ideas of any Restricted information. The foregoing does not grant you a license in or to any of the Restricted information.

2. If you decide not to proceed with the proposed business relationship or if asked by DC, you will promptly return all Restricted information and all copies, extracts and other objects or items in which it may be contained or embodied.

3. You will promptly notify DC of any unauthorized release of Restricted information.

4. You understand that this statement does not obligate DC to disclose any information or negotiate or enter into any agreement or relationship.

5. You acknowledge and agree that due to the unique nature of the Restricted information, any breach of this agreement would cause irreparable harm to DC for which damages are not an adequate remedy and that the DC shall therefore be entitled to equitable relief in addition to all other remedies available at law.

6. The terms of this Agreement will remain in effect with respect to any particular Restricted information until you can document that it falls into one of the exceptions stated in Paragraph 1 above.

7. This Agreement is governed by the laws of the State of Florida and may be modified or waived only in writing. If any provision is found to be unenforceable, such provision will be limited or deleted to the minimum extent necessary so that the remaining terms remain in full force and effect. The prevailing party in any dispute or legal action regarding the subject matter of this Agreement shall be entitled to recover attorneys' fees and costs.

Information identified as "Restricted" is included in the Exhibits & Resources CD, specified in Section 2.7 of the RFP.

Acknowledged and agreed on _____, 2011:

By:_____
(Signature)

Name:_____

Company Name:_____

Title:_____

Florida Department of Corrections (DC)

By:_____
(Signature)

Name:_____

Title:_____

PRICE INFORMATION SHEET
RFP# 11-DC-8328

Pursuant to Senate Bill 2000 (see EXHIBIT X), any intent to award for comprehensive health services is contingent upon a cost savings of at least seven percent less than the Department's Fiscal Year 2009-2010 healthcare expenditures (see EXHIBIT E).

For the Price Information Sheet, proposers shall provide a single capitation rate per-inmate, per-day (Unit Price). Proposers shall complete the Price Information Sheet as instructed in Section 5.11.

Note: Services shall be provided at the Unit Price proposed times the average monthly number of inmates, based on the Department's Monthly Inmate Average contained in the Average Daily Population (ADP) report.

Comprehensive Healthcare Services	Contract Years *Years 1 - 5*	Renewal Years *Years 6 - 10*
Single Capitation Rate Per-Inmate, Per Day (Unit Price)	$_____	$_____

Comprehensive Healthcare Services *(Not including Pharmacy Services)*	Contract Years *Years 1 - 5*	Renewal Years *Years 6 - 10*
Single Capitation Rate Per-Inmate, Per Day (Unit Price)	$_____	$_____

All calculations will be verified for accuracy by the Bureau of Procurement and Supply staff assigned by the Department. In the event a mathematical error is identified, the Unit Price submitted by the Proposer will prevail.

_____
NAME OF PROPOSER'S ORGANIZATION

_____
SIGNATURE OF AUTHORIZED REPRESENTATIVE

_____
DATE

ADDENDUM ACKNOWLEDGEMENT FORM
RFP #11-DC-8328
A D D E N D U M #1

Department of Corrections
4070 Esplanade Way
Tallahassee, Florida 32399-2500

SOLICITATION NO.: RFP #11-DC-8328

SOLICITATION TITLE: Comprehensive Healthcare Services in Region IV

PROPOSAL DUE: November 7, 2011

OPENING DATE: November 8, 2011

ADDENDUM NO.: One (1) DATE: September 16, 2011

PLEASE BE ADVISED THAT THE FOLLOWING CHANGES ARE APPLICABLE TO THE ORIGINAL SPECIFICATIONS OF THE ABOVE-REFERENCED RFP:

This addendum includes the following:

1. Pages 12, 145, 146, and 179, are being replaced with Revised Pages 12, 145, 146, and 179. Revisions are highlighted in yellow.

If you have any difficulty in downloading any of the attached documents, please call or e-mail a request for copies to the Procurement Manager.

THIS ADDENDUM NOW BECOMES A PART OF THE ORIGINAL RFP.

THE ADDENDUM ACKNOWLEDGMENT FORM SHALL BE SIGNED BY AN AUTHORIZED COMPANY REPRESENTATIVE, DATED AND RETURNED WITH THE PROPOSAL AS INSTRUCTED IN SECTION 5, PROPOSAL SUBMISSION REQUIREMENTS. FAILURE TO DO SO MAY SUBJECT THE PROPOSER TO DISQUALIFICATION.

Failure to file a protest within the time prescribed in Section 120.57(3), Florida Statutes, or failure to post the bond or other security required by law within the time allowed for filing a bond shall constitute a waiver of proceedings under Chapter 120, Florida Statutes.

PROPOSER: _____ BY: _____

ADDRESS: _____ PHONE: _____

CITY, STATE: _____ DATE: _____

AUTHORIZED SIGNATURE: _____

The Contractor must understand that the institutions are first charged with the responsibility for maintaining custody and security for inmates. Therefore, the Department retains authority to assign inmates to the most appropriate institution. The Contractor shall not dispute or refuse acceptance of any inmate assignment based on any medical, dental and/or mental health condition (s).

Proposers shall ensure that any person performing work under the Contract(s) agrees to adhere to all Department procedures, policies, and codes of conduct, including procedures concerning fraternization and contact with inmates. The Proposer shall ensure compliance with all applicable statutes, promulgated rules, court orders, and administrative directives pertaining to the delivery of health care services. The Proposer shall employ health care professionals whose licenses or certifications are clear, active and unrestricted.

For additional general description of services, see Section 3, Scope of Services Sought.

2.3 Statement of Purpose

For administrative purposes throughout this document, the Department is referring to a vendor, offeror or proposer as "Contractor" and any contract to be issued as a result of this RFP as "the Contract" or "this Contract". This does not mean or imply that any person or firm submitting a response to the RFP as a vendor, offeror or proposer will ultimately be awarded a contract or otherwise become a Contractor as that term is commonly understood. By utilizing the term "Contractor" and "this Contract" or "the Contract" throughout this RFP, the Department will be able to more quickly and efficiently transfer terms and conditions from this RFP document into a Contract document.

All services to be performed by, or under the direction of the Contractor under any resultant contract shall meet or exceed the minimum requirements outlined in this RFP. Under no circumstances shall service delivery meeting less than the minimum service requirements be permitted without the prior written approval of the Department. Otherwise, it shall be considered that services proposed will be performed in strict compliance with the requirements and rules, regulations and governance contained in this RFP and proposers shall be held responsible therefore.

The Department is requesting proposals from qualified vendors who have at least five (5) years of business/corporate experience with appropriately experienced management and at least three (3) years of business/corporate experience, within the last five (5) years, in the provision of comprehensive healthcare services to an aggregate patient population of a minimum of 15,000 ~~inmate~~ patients at any one time in prison, jail or other comparable managed healthcare settings. The Department understands that, due to the size and complexity of the inmate healthcare program, the service solution may require partnerships, joint ventures, and/or subcontracting between two or more companies, and therefore will consider the combined experience and qualifications of any such partnerships meeting these requirements. To ensure the bidding entity is qualified to serve inmate populations in prison settings, the vendor(s), whether responding independently, as a partnership, as a joint venture, or with a response that proposes utilization of subcontractor(s), must collectively have at least five (5) total years of business/corporate experience with appropriately experienced management and at least three (3) total years of business/corporate experience within the last five (5) years, providing comprehensive healthcare with sufficient levels of service in all areas (dental, mental health and physical healthcare) comparable to the service levels sought via this RFP to an ~~inmate~~ patient population of at least 15,000 ~~inmates~~ patients.

Throughout the term of the resultant contract, it will be the policy of the Department to maintain the institutional capacities and functional grades shown in EXHIBIT A at or near the maximum level at each institution. Note: The actual population at each institution may not currently be at maximum capacity; however, the proposer shall be prepared to deliver healthcare services up to and including the identified maximum capacity level during the term of the resultant contract.

Comprehensive healthcare services shall be made available to inmates according to the program definitions and specifications outlined in this RFP and any applicable exhibits. Access to and provision of comprehensive healthcare services will be in accordance with minimum constitutionally adequate levels of healthcare and in compliance with Department Policies and Procedures, court orders, Health Services' Bulletins (HSB's), Technical Instructions (TI's), Department Healthcare Standards, and Department Memoranda regardless of place of assignment or disciplinary status.

5.2.9 The Proposer shall provide for both the Contractor and Contractor's personnel, copies of any and all documents regarding complaints filed, investigations made, warning letters or inspection reports issued, or any disciplinary action imposed by Federal or State oversight agencies within the past five (5) years.

5.2.10 The Proposer shall also identify all entities of or related to the Proposer (including parent company and subsidiaries of the parent company; divisions or subdivisions of parent company or of Proposer), that have ever been convicted of fraud or of deceit or unlawful business dealings whether related to the services contemplated by this RFP or not, or entered into any type of settlement agreement concerning a business practice, including services contemplated by this RFP, in response to a civil or criminal action, or have been the subject of any complaint, action, investigation or suit involving any other type of dealings contrary to federal, state, or other regulatory agency regulations. The Proposer shall identify the amount of any payments made as part of any settlement agreement, consent order or conviction.

5.2.11 A current copy of all required state and federal licenses, permits and registrations, including, but not limited to the face-sheet of the Contractor's current insurance policy coverage.

5.2.12 A current copy of all required state and federal licenses, permits, and registrations including, but not limited to the following:

5.2.12.1 the face-sheet of the Contractor's current insurance policy showing sufficient coverage as indicated in Section 7.15; and
5.2.12.2 any applicable state and/or federal licenses related to services provided under this RFP as applicable.

5.3 Tab 3 – Business/Corporate Qualifications

The purpose of this section is to provide the Department with a basis for determining the Proposer's competence and experience to undertake a project of this size. The Department is not interested in a voluminous description of previous contracts but rather a concise and thorough description of relevant information, background and experience as specified herein.

The Proposer shall supply the following information for the legally qualified corporation, partnership or other business entity submitting the proposal under this RFP that will be performing as "the Contractor" and insert it under Tab 3.

5.3.1 Business/Corporate Background

The background information of the Proposer indicated, which, at a minimum, shall include:

5.3.1.1 date established;
5.3.1.2 ownership (public company, partnership, subsidiary, etc.);
5.3.1.3 primary type of business and number of years conducting primary business;
5.3.1.4 total number of employees;
5.3.1.5 list of all officers of the firm indicating the percentages of ownership of each officer, and the names of the Board of Directors if applicable;
5.3.1.6 national accreditations, memberships in professional associations or other similar credentials.

5.3.2 Narrative/Record of Past Experience

As indicated in Section 2.3, Section 5.3.2, and ATTACHMENT 1, it is a mandatory responsiveness requirement that the Proposer has at least five (5) years of business/corporate experience with appropriately experienced management and at least three (3) years of business/corporate experience, within the last five (5) years, in the provision of comprehensive healthcare services to an aggregate patient population of a minimum of 15,000 ~~inmate~~ patients at any one time in prison, jail or other comparable managed healthcare

settings. The Department understands that, due to the size and complexity of the inmate healthcare program, the service solution may require partnerships, joint ventures, and/or subcontracting between two or more companies, and therefore will consider the combined experience and qualifications of any such partnerships meeting these requirements. To ensure the bidding entity is qualified to serve inmate populations in prison settings, the vendor(s), whether responding independently, as a partnership, as a joint venture, or with a response that proposes utilization of subcontractor(s), must collectively have at least five (5) total years of business/corporate experience with appropriately experienced management and at least three (3) total years of business/corporate experience within the last five (5) years, providing comprehensive healthcare with sufficient levels of service in all areas (dental, mental health and physical healthcare) comparable to the service levels sought via this RFP to an ~~inmate~~ patient population of at least 15,000 ~~inmates~~ patients. Details of the Proposer's experience, including that of any partners to a joint venture, subcontractors, etc., that meet this requirement shall be provided in narrative form and in sufficient detail so that the Department is able to judge its complexity and relevance. Specifically include:

5.3.2.1 Provide a narrative description of Proposer's past experience delivering comprehensive healthcare services that meets the minimum qualifications set forth by this RFP. Clearly identify number of years providing services and dates of service delivery.

5.3.2.2 Provide the Proposer's business plan (the organization's current status and plans for several years into the future) and administrative structure. Describe the Proposer's organizational structure, depicting clear lines of authority.

5.3.2.3 Provide a list of all contracts current and/or past (within five (5) years) that fully demonstrate/illustrate that the Proposer has the experience and ability to completely and timely provide comprehensive healthcare services to an aggregate population of at least 15,000 inmates at any one time inmates in prison settings. If voluminous, no more than 10-15 contracts specifically related to the statement of services sought in this RFP shall be listed.

5.3.2.4 Provide a narrative summary of contract performance in the above-identified contracts, including information on any major adverse findings and/or liquidated damages imposed.

5.3.2.5 Provide a summary of any exemplary or qualitative findings, recommendations, or other validations, demonstrating operational experience. (i.e., specialized accreditations, grant awards, etc.).

5.3.2.6 Provide a list of all contracts Proposer has provided services under that were terminated prior to original expiration date or for which Proposer requested termination, or reached mutual agreement on termination prior to the original contracted expiration date, and all reasons for such actions. Provide complete, detailed information about the circumstances leading to termination as well as the name and contact information for the other party to each terminated contract. If no contracts have been so terminated, Proposer shall provide a statement to that effect.

5.3.2.7 The Proposer shall provide copies of any and all documents regarding complaints filed, investigations made, warning letters or inspection reports issued, or any disciplinary action imposed by any federal or state oversight agencies within the past five (5) years. Proposer shall also identify all entities of or related to the Proposer (including parent company and subsidiaries of the parent company, divisions or subdivisions of parent company, or of Proposer) that have ever been convicted of fraud or of deceit or unlawful business dealings whether related to the services contemplated by this RFP or not, or entered into any type of settlement agreement concerning charges of fraud or any other type of dealings contrary to federal, state, or other regulatory agency regulations. Proposer shall identify the amount of any payments made as part of any settlement agreement, consent order or conviction.

5.3.3 Organizational Chart

*** MANDATORY FORM ***

ATTACHMENT 1 – CERTIFICATION/ATTESTATION PAGE

RFP #11-DC-8328

1. Business/Corporate Experience
This is to certify that the Proposer has at least five (5) years of business/corporate experience with appropriately experienced management and at least three (3) years of business/corporate experience, within the last five (5) years, in the provision of comprehensive healthcare services to an aggregate patient population of a minimum of 15,000 ~~inmate~~ patients at any one time in prison, jail or other comparable managed healthcare settings. The Department understands that, due to the size and complexity of the inmate healthcare program, the service solution may require partnerships, joint ventures, and/or subcontracting between two or more companies, and therefore will consider the combined experience and qualifications of any such partnerships meeting these requirements. To ensure the bidding entity is qualified to serve inmate populations in prison settings, the vendor(s), whether responding independently, as a partnership, as a joint venture, or with a response that proposes utilization of subcontractor(s), must collectively have at least five (5) total years of business/corporate experience with appropriately experienced management and at least three (3) total years of business/corporate experience within the last five (5) years, providing comprehensive healthcare with sufficient levels of service in all areas (dental, mental health and physical healthcare) comparable to the service levels sought via this RFP to an ~~inmate~~ patient population of at least 15,000 ~~inmates~~ patients.

2. Authority to Legally Bind the Proposer
This is to certify that the person signing the Florida Department of Corrections RFP Acknowledgement Form and this Certification/Attestation Page is authorized to make this affidavit on behalf of the firm, and its owner, directors and officers. This person is the person in the Proposer's firm responsible for the prices and total amount of this Proposal and the preparation of the Proposal.

3. Acceptance of Terms and Conditions
This is to certify that the Proposer will comply with all terms and conditions contained within the RFP.

4. Certification of Minimum Service Requirements/No Deviations
This is to certify that the services proposed meet or exceed the minimum service requirements as specified in Section 3, Scope of Services Sought, of this RFP. Furthermore, this is to certify that the proposal submission contains no deviations from the requirements of the RFP.

5. Statement of No Involvement:
This is to certify that the person signing the proposal has not participated, and will not participate, in any action contrary to the terms of this RFP.

6. Statement of No Inducement:
This is to certify that no attempt has been made or will be made by the Proposer to induce any other person or firm to submit or not to submit a Proposal with regard to this RFP. Furthermore this is to certify that the Proposal contained herein is submitted in good faith and not pursuant to any agreement or discussion with, or inducement from, any firm or person to submit a complementary or other non-competitive Proposal.

7. Statement of Non-Disclosure:
This is to certify that neither the price(s) contained in this Proposal, nor the approximate amount of this Proposal have been disclosed prior to award, directly or indirectly, to any other proposer or to any competitor.

8. Statement of Non-Collusion:
This is to certify that the prices and amounts in this Proposal have been arrived at independently, without consultation, communications, or agreement as to any matter relating to such prices with any other proposer or with any competitor and not for the purpose of restricting competition.

9. Statement of No Investigation/Conviction:
This is to certify that Proposer, it's affiliates, subsidiaries, officers, directors and employees are not currently under investigation by any governmental agency and have not in the last three years been convicted or found liable for any act prohibited by State or Federal law in any jurisdiction, involving conspiracy or collusion with respect to bidding on any public contract.

10. Non-Discrimination Statement:
This is to certify that the Proposer does not discriminate in their employment practices with regard to race, creed, color, national origin, age, gender, marital status or disability.

11. Unauthorized Alien Statement:
This is to certify that the Proposer does not knowingly employ unauthorized alien workers, pursuant to Section 274A of the Immigration and Nationality Act.

Dated this _____ day of _____ 2011.

Name of Organization: _____

Signed by: _____

Print Name: _____

being duly sworn deposes and says that the information herein is true and sufficiently complete so as not to be misleading.

Subscribed and sworn before me this _____ day of _____ 2011.

Personally Known ____ OR Produced Identification ____ Type of Identification Produced _____

Notary Public: _____

My Commission Expires: _____

ADDENDUM ACKNOWLEDGEMENT FORM
RFP #11-DC-8328
A D D E N D U M #2

Department of Corrections
4070 Esplanade Way
Tallahassee, Florida 32399-2500

SOLICITATION NO.: RFP #11-DC-8328

SOLICITATION TITLE: Comprehensive Healthcare Services in Region IV

PROPOSAL DUE: December 12, 2011

OPENING DATE: December 13, 2011

ADDENDUM NO.: Two (2) DATE: October 27, 2011

PLEASE BE ADVISED THAT THE FOLLOWING CHANGES ARE APPLICABLE TO THE ORIGINAL SPECIFICATIONS OF THE ABOVE-REFERENCED RFP:

This addendum includes the following:

1. Revised Calendar of Events: Pages 136 and 137 are being replaced with Revised Pages 136 and 137. Revisions are highlighted in yellow.

If you have any difficulty in downloading any of the attached documents, please call or e-mail a request for copies to the Procurement Manager.

THIS ADDENDUM NOW BECOMES A PART OF THE ORIGINAL RFP.

THE ADDENDUM ACKNOWLEDGMENT FORM SHALL BE SIGNED BY AN AUTHORIZED COMPANY REPRESENTATIVE, DATED AND RETURNED WITH THE PROPOSAL AS INSTRUCTED IN SECTION 5, PROPOSAL SUBMISSION REQUIREMENTS. FAILURE TO DO SO MAY SUBJECT THE PROPOSER TO DISQUALIFICATION.

Failure to file a protest within the time prescribed in Section 120.57(3), Florida Statutes, or failure to post the bond or other security required by law within the time allowed for filing a bond shall constitute a waiver of proceedings under Chapter 120, Florida Statutes.

PROPOSER: _____ BY: _____

ADDRESS: _____ PHONE: _____

CITY, STATE: _____ DATE: _____

AUTHORIZED SIGNATURE: _____

SECTION 4 – PROCUREMENT RULES AND INFORMATION

4.1. Procurement Manager

Questions related to the procurement should be addressed to:

Ana Ploch, Procurement Manager
Florida Department of Corrections
Bureau of Procurement & Supply
4070 Esplanade Way
Tallahassee, FL 32311
Telephone: (850) 717-3680
Fax: (850) 488-7189
E-mail: ploch.ana@mail.dc.state.fl.us

Pursuant to Section 287.057(23), Florida Statutes, Proposers to this solicitation or persons acting on their behalf may not contact, between the release of the solicitation and the end of the seventy-two (72) hour period following the agency posting the Notice of Agency Decision ("intended award"), excluding Saturdays, Sundays, and state holidays, any employee or officer of the executive or legislative branch concerning any aspect of this solicitation, except in writing to the Procurement Manager or as provided in the solicitation documents. Violation of this provision may be grounds for rejecting a proposal.

Questions will only be accepted if submitted in writing and received on or before the date and time specified in the Calendar of Events (Section 4.2). Responses will be posted on the Vendor Bid System (VBS) by the date referenced in the Calendar of Events (Section 4.2).

Any person requiring special accommodation in responding to this solicitation because of a disability should call the Bureau of Procurement and Supply at 850-717-3700 at least five (5) days prior to any pre-solicitation conference, solicitation opening or meeting. If you are hearing or speech impaired, please contact the Bureau of Procurement and Supply by using the Florida Relay Service, which can be reached at 1-800-955-8771 (TDD).

Interested parties are encouraged to carefully review all the materials contained herein and prepare proposals accordingly.

4.2. Calendar of Events

Listed below are the important actions and dates/times by which the actions shall be taken or completed. If the Department finds it necessary to change any of these dates/times, it will be accomplished by an addendum. All listed times are local Eastern Standard Time in Tallahassee, Florida.

	DATE	TIME	ACTION
4.2.1	September 14, 2011		Release of RFP to public, posted on VBS
4.2.2	September 19, 2011		Last day for Notice of Intent to Propose received by the Department, and for submitting information for background screening (names and identifying information for site visits)
4.2.3	September 26 – October 5, 2011		Site Visits
4.2.4	October 12, 2011	5:00 p.m.	Last day for Written Inquiries received by the Department
4.2.5	November 18, 2011		Anticipated date that Answers to Written Inquiries to the RFP will be posted on VBS.
4.2.6	December 12, 2011	5:00 p.m.	Proposals Due

	DATE	TIME	ACTION
4.2.7	December 13, 2011	2:00 p.m.	Project Proposal Opening - Including Review of Mandatory Responsiveness Requirements (Fatal Criteria)
4.2.8	January 9, 2011	2:00 p.m.	Anticipated date of Price Proposal Opening
4.2.9	January 23-27, 2012		Anticipated date for Legislative Budget Committee Review
4.2.10	February 6, 2012		Anticipated Posting of Agency Decision
4.2.11	March 1, 2012		Anticipated Contract Start Date – Allows for an implementation planning period prior to the beginning of services. Implementation of services shall begin on April 1, 2012 and must be completed for all locations and regions between April 1, 2012 and June 30, 2012

4.3. Procurement Rules

4.3.1 Submission of Proposals

Each proposal shall be prepared simply and economically, providing a straightforward, concise delineation of the Proposer's capabilities to satisfy the requirements of this RFP. Elaborate bindings, colored displays, and promotional material are not desired. Emphasis in each proposal shall be on completeness and clarity of content. In order to expedite the evaluation of proposals, it is essential that Proposers follow the format and instructions contained in the Proposal Submission Requirements (Section 5) with particular emphasis on the Mandatory Responsiveness Requirements.

Proposals are due at the time and date specified in the Calendar of Events (Section 4.2) at the Department of Corrections, Bureau of Procurement and Supply, and shall be submitted to the attention of the Procurement Manager listed in Section 4.1. Proposals shall be delivered via express mail, or hand-delivery, to the address listed in Section 4.1. Proposals received late (after proposal due date and time) will not be considered, and no modification by the Proposer, of submitted proposals, will be allowed, unless the Department has made a request for additional information. No Department staff will be held responsible for the inadvertent opening of a proposal not properly sealed, addressed or identified.

NOTE: Proposers should keep in mind that the PROPOSALS DUE date and the PROJECT PROPOSAL OPENING date are not the same.

4.3.2 Proposal Opening

Proposals will be publicly opened at the time and date specified in the Calendar of Events (Section 4.2). The opening of proposals will take place at the Department of Corrections, Bureau of Procurement and Supply, 4070 Esplanade Way, 2nd floor, Tallahassee, Florida. The name of all Proposers submitting proposals shall be made available to interested parties upon written request to the Procurement Manager listed in Section 4.1.

4.3.3 Costs of Preparing Proposal

The Department is not liable for any costs incurred by a Proposer in responding to this RFP, including those for oral presentations, if applicable.

4.3.4 Disposal of Proposals

All proposals become the property of the State of Florida and will be a matter of public record subject to the provisions of Chapter 119, Florida Statutes. Selection or rejection of the proposal will not affect this right.

ADDENDUM ACKNOWLEDGEMENT FORM
RFP #11-DC-8328
A D D E N D U M #3

Department of Corrections
4070 Esplanade Way
Tallahassee, Florida 32399-2500

SOLICITATION NO.: RFP #11-DC-8328

SOLICITATION TITLE: Comprehensive Healthcare Services in Region IV

PROPOSAL DUE: December 19, 2011

OPENING DATE: December 20, 2011

ADDENDUM NO.: Three (3) DATE: November 18, 2011

PLEASE BE ADVISED THAT THE FOLLOWING CHANGES ARE APPLICABLE TO THE ORIGINAL SPECIFICATIONS OF THE ABOVE-REFERENCED RFP:

This addendum includes the following:

1. Nondisclosure Agreement for Restricted Information.
2. Pages 12, 25, 26, 40, 41, 50, 51, 57, 70, 123, 124, 136, 137, 145, 147, 149, 151, 153, 154, 156, 157, 158, 159, 164, 166, 168, 178, and 195 are being replaced with Revised Pages 12, 25, 26, 40, 41, 50, 51, 57, 70, 123, 124, 136, 137, 145, 147, 149, 151, 153, 154, 156, 157, 158, 159, 164, 166, 168, 178, and 195. Pages 25A, 40A, 51A, 149A, and 195A have been added. Revisions are highlighted in yellow.
3. Revised Calendar of Events.
4. Responses to Written Inquiries.
5. Informational documents relevant to the written inquiries (available via CD).

If you have any difficulty in downloading any of the attached documents, please call or e-mail a request for copies to the Procurement Manager.

THIS ADDENDUM NOW BECOMES A PART OF THE ORIGINAL RFP.

THE ADDENDUM ACKNOWLEDGMENT FORM SHALL BE SIGNED BY AN AUTHORIZED COMPANY REPRESENTATIVE, DATED AND RETURNED WITH THE PROPOSAL AS INSTRUCTED IN SECTION 5, PROPOSAL SUBMISSION REQUIREMENTS. FAILURE TO DO SO MAY SUBJECT THE PROPOSER TO DISQUALIFICATION.

Failure to file a protest within the time prescribed in Section 120.57(3), Florida Statutes, or failure to post the bond or other security required by law within the time allowed for filing a bond shall constitute a waiver of proceedings under Chapter 120, Florida Statutes.

PROPOSER: _____ BY: _____

ADDRESS: _____ PHONE: _____

CITY, STATE: _____ DATE: _____

AUTHORIZED SIGNATURE: _____

NONDISCLOSURE AGREEMENT FOR RESTRICTED INFORMATION
ADDENDUM #3 – RFP #11-DC-8328

In connection with RFP 11-DC-8328, entitled "Comprehensive Healthcare Services in Region IV" the Florida Department of Corrections ("DC") is disclosing to you business information, procedures, technical information and/or ideas identified as "Restricted".

In consideration of any disclosure and any Restricted information provided by DC concerning RFP 11-DC-8328, you agree as follows:

1. You will hold in confidence and not possess or use (except to evaluate and review in relation to the RFP) or disclose any Restricted information except information you can document (a) is in the public domain through no fault of yours, (b) was properly known to you, without restriction, prior to disclosure by DC, or (c) was properly disclosed to you by another person without restriction, and you will not reverse engineer or attempt to derive the composition or underlying information, structure or ideas of any Restricted information. The foregoing does not grant you a license in or to any of the Restricted information.

2. If you decide not to proceed with the proposed business relationship or if asked by DC, you will promptly return all Restricted information and all copies, extracts and other objects or items in which it may be contained or embodied.

3. You will promptly notify DC of any unauthorized release of Restricted information.

4. You understand that this statement does not obligate DC to disclose any information or negotiate or enter into any agreement or relationship.

5. You acknowledge and agree that due to the unique nature of the Restricted information, any breach of this agreement would cause irreparable harm to DC for which damages are not an adequate remedy and that the DC shall therefore be entitled to equitable relief in addition to all other remedies available at law.

6. The terms of this Agreement will remain in effect with respect to any particular Restricted information until you can document that it falls into one of the exceptions stated in Paragraph 1 above.

7. This Agreement is governed by the laws of the State of Florida and may be modified or waived only in writing. If any provision is found to be unenforceable, such provision will be limited or deleted to the minimum extent necessary so that the remaining terms remain in full force and effect. The prevailing party in any dispute or legal action regarding the subject matter of this Agreement shall be entitled to recover attorneys' fees and costs.

Information identified as "Restricted" is included in the Addendum #3 Q&A Documents CD.

Acknowledged and agreed on _____, 2011:

By:_____
(Signature)

Name:_____

Company Name:_____

Title:_____

Florida Department of Corrections (DC)

By:_____
(Signature)

Name:_____

Title:_____

The Contractor must understand that the institutions are first charged with the responsibility for maintaining custody and security for inmates. Therefore, the Department retains authority to assign inmates to the most appropriate institution. The Contractor shall not dispute or refuse acceptance of any inmate assignment based on any medical, dental and/or mental health condition (s).

Proposers shall ensure that any person performing work under the Contract(s) agrees to adhere to all Department procedures, policies, and codes of conduct, including procedures concerning fraternization and contact with inmates. The Proposer shall ensure compliance with all applicable statutes, promulgated rules, court orders, and administrative directives pertaining to the delivery of health care services. The Proposer shall employ health care professionals whose licenses or certifications are clear, active and unrestricted.

Telehealth and/or telemedicine is not currently utilized in any region; however, the Contractor ultimately selected through this RFP process may utilize telehealth at Contractor's own expense to facilitate provision of services where such services can be appropriately provided by these means. Telehealth may only be utilized if it is designed toward and results in improving responsiveness of care, reducing security costs by reducing medical escorts and improving public safety. This service will be considered under any resultant contract as a value added service to be delivered at no cost to the state.

For additional general description of services, see Section 3, Scope of Services Sought.

2.3 Statement of Purpose

For administrative purposes throughout this document, the Department is referring to a vendor, offeror or proposer as "Contractor" and any contract to be issued as a result of this RFP as "the Contract" or "this Contract". This does not mean or imply that any person or firm submitting a response to the RFP as a vendor, offeror or proposer will ultimately be awarded a contract or otherwise become a Contractor as that term is commonly understood. By utilizing the term "Contractor" and "this Contract" or "the Contract" throughout this RFP, the Department will be able to more quickly and efficiently transfer terms and conditions from this RFP document into a Contract document.

All services to be performed by, or under the direction of the Contractor under any resultant contract shall meet or exceed the minimum requirements outlined in this RFP. Under no circumstances shall service delivery meeting less than the minimum service requirements be permitted without the prior written approval of the Department. Otherwise, it shall be considered that services proposed will be performed in strict compliance with the requirements and rules, regulations and governance contained in this RFP and proposers shall be held responsible therefore.

The Department is requesting proposals from qualified vendors who have at least five (5) years of business/corporate experience with appropriately experienced management and at least three (3) years of business/corporate experience, within the last five (5) years, in the provision of comprehensive healthcare services to an aggregate patient population of a minimum of 15,000 inmate patients at any one time in prison, jail or other comparable managed healthcare settings. The Department understands that, due to the size and complexity of the inmate healthcare program, the service solution may require partnerships, joint ventures, and/or subcontracting between two or more companies, and therefore will consider the combined experience and qualifications of any such partnerships meeting these requirements. To ensure the bidding entity is qualified to serve inmate populations in prison settings, the vendor(s), whether responding independently, as a partnership, as a joint venture, or with a response that proposes utilization of subcontractor(s), must collectively have at least five (5) total years of business/corporate experience with appropriately experienced management and at least three (3) total years of business/corporate experience within the last five (5) years, providing comprehensive healthcare with sufficient levels of service in all areas (dental, mental health and physical healthcare) comparable to the service levels sought via this RFP to an inmate population of at least 15,000 inmates.

Throughout the term of the resultant contract, it will be the policy of the Department to maintain the institutional capacities and functional grades shown in EXHIBIT A at or near the maximum level at each institution. Note: The actual population at each institution may not currently be at maximum capacity; however, the proposer shall be prepared to deliver healthcare services up to and including the identified maximum capacity level during the term of the resultant contract.

Comprehensive healthcare services shall be made available to inmates according to the program definitions and specifications outlined in this RFP and any applicable exhibits. Access to and provision of comprehensive healthcare services will be in accordance with minimum constitutionally adequate levels of healthcare and in compliance with Department Policies and Procedures, court orders, Health Services' Bulletins (HSB's), Technical Instructions (TI's), Department Healthcare Standards, and Department Memoranda regardless of place of assignment or disciplinary status.

The Contractor shall provide inpatient hospitalization services. When hospitalization of an inmate is required, the Contractor will be responsible for the arrangement and timely access to care. In emergency situations, the contractor shall have a process in place for the inmate to receive emergency services.

Acute hospitalization care for mental illness that requires involuntary placement and involuntary medication must be accessed through judicial proceedings in accordance with Sections 945.40 through 945.49, Florida Statutes (The Florida Corrections Mental Health Act). The Contractor's staff will be expected to provide testimony in support of the institution's request for involuntary placement and/or treatment.

The Contractor shall review the health status of inmates admitted to outside hospitals daily through a utilization management program, to ensure that the duration of the hospitalization is not longer than medically indicated. Contractor shall provide the Department's Office of Health Services with a daily update/report of the health status of all hospitalized inmates from each institution.

The Department is considering a mission change at Reception and Medical Center Hospital in Lake Butler; therefore, the Contractor shall submit two options for hospital services: one plan that may include the use of RMC Hospital and other community hospitals for hospital services; and a second plan that includes the use of community hospitals only. If used, the reimbursement for using RMC Hospital will be based on an all-inclusive Daily Inpatient Rate established by the Department. The rate will be invoiced per twenty-four (24) hours or any part thereof over twelve (12) hours. Inmate services provided for less than twelve (12) hours will be charged at one-half (1/2) the Daily Inpatient Rate. The reimbursement for using outpatient services at RMC will be based on the reimbursement rate between the Contractor and the vendor providing the services.

Currently, the Department has an established fee schedule for services provided by RMC Hospital/Institution to inmates housed at private prisons. Should the Department decide to continue operating RMC Hospital as a licensed hospital and continue to offer RMC Institutional outpatient consult services, the Region II contractor (RMC Hospital/Institution) shall be entitled to reimbursement in accordance with this fee schedule. The fee schedule will be reviewed at least annually, but not more than semi-annually, by the Department and the Region II Contractor. All fees shall be approved by the Department. Contractors, outside of Region II, will not be required to transfer patients to RMC Hospital/Institution for services; however, the Contractors may use the services provided if cost reductions can be achieved. In order to ensure equal access to RMC services for all contractors, the Department shall approve, pre-authorize, and retain final authority for all movement/transfers, except for emergency hospital admissions.

3.3.14 Specialty Care

When possible the Contractor shall make specialty care available on-site. Off-site non-emergency consultations must be recommended by the appropriate Contractor's institutional health care staff and reviewed by Contractor for approval. Contractor's utilization review process shall be in accordance with established Department policy and procedures.

When this is not possible, the Contractor shall make referral arrangements with local specialists for the treatment of those inmates with health care problems, which require services beyond what can be provided on-site. The Contractor shall coordinate such care by specialists and other service providers in the state. All outside referrals shall be coordinated with the Department for security and transportation arrangements.

The Department strives to minimize the need for inmates to travel off-site. Specialty referrals must be scheduled in accordance with established policy and procedures and completed within a reasonable period of time consistent with the community standard.

Proposers are advised that the services listed below must be made available under this Contract, but additional services may be required. The Department expects that the majority of the specialty services be performed on-site.

- Oral surgery
- OB/GYN Services
- Gastroenterology
- Surgical services
- Orthopedic services
- Physiotherapy services
- ENT
- Podiatry
- Dermatology
- Urology
- Neurology
- Internal medicine
- Audiology

- Neurosurgery/Neurology
- Oncology
- Nephrology
- Endocrinology
- Infectious disease treatment
- Ophthalmology
- Respiratory therapy
- Cardiology
- Physical therapy
- Orthotics

3.3.15 Emergency Medical Services

Comprehensive emergency services shall be provided to inmates in the Department. Contractor shall make provisions and be responsible for all costs for twenty-four (24) hour emergency medical, mental health, and dental care, including but not limited to twenty-four (24) hour on-call services.

3.3.16 Ambulance services

All medically necessary inmate transportation by ambulance or other life-support conveyance, either by ground or air, will be provided by the Contractor. All costs for ambulance services are the responsibility of the Contractor. In accordance with Florida Statutes, County Emergency Medical Services are solely responsible for determining the need for air transport (Life Flight); however, the contractor will cover the costs of such services. The contractor is expected to have a written plan with appropriate community resources for required emergency transportation services. Contractor shall provide the Department with a copy of the plan. Such ambulance and or advanced life services shall be by pre-arranged agreement.

3.3.17 Dialysis Services

The contractor shall identify and provide all on-site and off-site peritoneal and/or hemodialysis services, supplies, equipment, and other related expenses. The contractor shall demonstrate in the proposal the ability to provide for onsite dialysis services. The contractor shall provide a Board Certified Nephrologist to supervise all dialysis services. The Contractor is responsible for developing a renal dialysis Quality Improvement and Infection Control Program to include accountability of sharps and waste. As part of the proposal, the contractor shall provide an outline of their proposed dialysis program.

3.3.18 Specialty Care for Impaired, Pregnant and/or Elderly Inmates

The contractor shall provide appropriate care for inmates with complex medical needs in compliance with state and federal laws, and shall coordinate with the Department's ADA Coordinator for reasonable accommodations. The Contractor shall ensure inmates with a known or suspected medical or physical impairment or mental retardation receive appropriate care. Care for impaired inmates should meet the needs of the inmate as both an inmate and an impaired person, and focus upon the total person and the mainstreaming service concepts, the continuity of required services, and inmate self-responsibility within the limitation required by incarceration.

3.3.19 Off-Site Transportation

To keep security staff overtime to a minimum for health care related transports, the Contractor is required to establish off-site services as conveniently located to the institutions as possible. Some off-site specialty visits are unavoidable and not controllable by the Contractor. Except for radiotherapy services, the Contractor shall be required to pay the sum of $250.00 per inmate per round trip over ~~45~~ 50 miles on the officer's mileage log for every trip made. Mileage shall be calculated door-to-door from institution to the appointment site and back to the institution, taking the most direct route. Inmate transfers/movements and/or referrals between institutions for security and/or health related needs directed by the Department are not applicable to this issue.

inpatient record. Physician's orders shall document the maximum duration of the order for restraint, the clinical rationale for restraint, and the behavioral criteria for release from restraints.

3.5.12 Aftercare Planning for Mentally Retarded and Mentally Disordered Inmates

Continuity of care planning services will be provided to mentally disordered and mentally retarded inmates to assist with the transition from incarceration to release.

All inmates with a mental health grade of S2-S6 and who are within 180 days of End of Sentence (EOS) shall have their ISP updated to address Discharge/Aftercare Planning. Inmates with a mental health grade of S3-S6 or with a diagnosis of mental retardation who are between forty five (45) and thirty (30) days of release shall have a copy of DC4-661 Summary of Outpatient Mental Health Care or DC4-657 Discharge Summary for Inpatient Mental Health Care in their health record.

3.5.13 Psychological Evaluations and Referrals

Mental health staff is required to provide psychological evaluations for inmates referred by various program areas or to ascertain a diagnostic disposition. Psychological evaluations will be conducted only by licensed psychologists in accordance with Chapter 490.

3.5.14 Clinical Review and Supervision

All non-psychiatric mental health services provided are supervised by the Senior Behavior Analyst who assumes clinical responsibility and professional accountability for the services provided. In doing so, the Senior Behavior Analyst reviews and approves reports and test protocols as well as intervention plans and strategies. Documentation of required review and approval takes the form of co-signing all psychological reports, ISPs, treatment summaries, and referrals for psychiatric services and clinical consultations.

A minimum of one hour per week is devoted to direct face-to-face clinical supervision with each Behavioral Specialist and/or in accordance with guidelines of the Chapter 490 and 491 Boards.

3.5.15 Psychology Doctoral Internship and Post-Doctoral Fellowship Programs

The Department has a Doctoral Psychology Internship program that is accredited by the American Psychological Association (APA) and is a member of the Association of Psychology Postdoctoral and Internship Centers (APPIC). The internship mission is to provide training that will produce postdoctoral/entry level psychologists who have the requisite knowledge and skills for successful entry into the practice of professional psychology in general clinical or correctional settings and eventually become licensed psychologists. The internship is organized around a Practitioner-Scholar Model where scientific training is integrated into the practice training component. The internship consists of 2,000 hours over a one year period and begins July 1st and ends on June 30th of the succeeding year. The Florida Department of Corrections funds four (4) interns per year. Interns work at several facilities during the year and are supervised by at least three different Florida licensed psychologists. For more information on the APA Internship program see EXHIBIT W.

~~The successful Contractor shall fund and incorporate the internship training director and the interns into the mental health service delivery system in order to satisfy the internship requirements.~~

The Department will have a Psychology Post-Doctoral Fellowship program starting in 2012, with the goal of obtaining accreditation by the American Psychological Association. The mission of the Fellowship will be to prepare the Psychology Residents for the advanced practice of professional psychology, with an emphasis in correctional psychology. The Fellowship program will consist of two (2) Psychology Residents and a

Training Director, who will also serve as the Internship Training Director, and a data entry operator, who will also support the internship program.

The successful Contractor shall fund and incorporate the internship/fellowship training director, interns, psychology residents, and data entry operator into the mental health service delivery system in order to satisfy the internship and fellowship requirements.

3.5.16 Child and Adolescent Psychologist

The Contractor will ensure a Florida Licensed Psychologist with formal training and credentials in child and adolescent psychologist is assigned on a full time basis to one institution designated by the Department to house youthful offenders.

3.6 Nutrition and Health Diets

The Contractor shall provide nutritional supplements (inclusive of all required and/or prescribed maintenance solutions and/or hyper-alimentation products) that are medically prescribed by a licensed physician. This shall include all soluble, insoluble, and other liquid or colloid preparations delivered by the way of intravenous or medically prescribed oral, nasal, and/or percutaneous methods.

Special diet orders are required to be written by qualified health care personnel. A standard special medical diet program is established between the health care contractor and food services. Any deviation from the special diet orders shall require written authorization from the Contractor's Medical Director. The Department shall be responsible for the cost of the food with the exception of those nutritive supplements described in the paragraph above.

3.7 Pharmaceutical Services

~~Pharmaceutical Services are excluded from~~ For purposes of this solicitation~~.~~, Proposers shall provide two pricing packages, one of which will include the requirements outlined in this section and one that excludes Pharmaceutical Services.

NOTE: Price Information Sheet #2, including Pharmaceutical Services, will not be used for scoring or award purposes.

3.7.1 General Pharmaceutical Services

The contractor shall provide and be financially responsible for comprehensive pharmacy services including the provision of pharmaceuticals.

Provision of all pharmacy, prescription records, inmate prescriptions and non-prescription medications shall be the responsibility of the Contractor. All pharmacy services shall be in accordance with all applicable federal and state laws, rules, and regulations, Department of Corrections' rules and procedures, and Health Services Bulletins/Technical Instructions applicable to the delivery of pharmacy services in a correctional setting. All pharmaceutical services must be at the direction of a licensed Florida pharmacist.

3.7.1.1 The contractor shall maintain in the contractor's or subcontractor's name, at each institution, and facilities with stock legend medications, a Florida Department of Health, Board of Pharmacy Permit, i.e. Community Permit, Institutional Class II Permit, Modified II-B Institutional Permit, etc. The original of all required pharmacy-related state and federal licenses, permits, and registrations shall be posted at the facility. Such documentation shall include, but not be limited to, the following:

- 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
- Florida Department of Health, Board of Pharmacy Permit for the community permitted pharmacy Florida Department of Health, Board of Pharmacy, Institutional Class II and/or Modified II-B Institutional Permit
- United States Department of Justice Drug Enforcement Administration registration for the Community Pharmacy Permit
- 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.
- Consultant Pharmacist of Record for Institutional Class II and Modified II-B Institutional Permits
- Pharmacy Manager as designated to the Florida Board of Pharmacy
- Appropriate Wholesale distribution permit.
- The contractor shall comply with all Pedigree requirements such as mandated by Florida Statutes.

3. The Contractor must ensure that the health care status of inmates admitted to outside hospitals is reviewed to assure that the duration of hospitalization is no longer than medically indicated.
4. The Contractor must ensure that its staff documents all health care contacts in the medical record.
5. The Contractor must provide a staffing plan that identifies all personnel required to perform the services and/or responsibilities under the Contract. All staffing plans shall be approved by the Department's Office of Health Services.
6. The majority of outside services should be provided within a forty-five (45)-mile radius of each of the Department's secured institutions.
7. The Contractor will be responsible for the cost of disposal of all bio-hazardous, hazardous and/or other EPA regulated waste produced in the care, diagnosis, and treatment of the inmate.
8. The Contractor will be responsible for all long distance phone charges.

3.14.2 Administrative Functions

The Contractor must perform the following administrative functions including but not limited to:

1. Attendance at monthly contract overview meetings;
2. Attendance at institution monthly/weekly Wardens meetings;
3. Attendance at regional meetings scheduled by the Regional Director;
4. Attendance at statewide meetings scheduled by the Department;
5. Reporting in compliance with statutes, rules, policies and procedures, court orders, health services bulletins, court orders, and other contractual requirements set forth by the Department. (risk management/incident reporting; infection control, quality management; HIPAA reports, etc.);
6. Attendance by Designated Office of Health Services staff and/or Health Services Administrator for each institution at all Regional Directors meetings;
7. Participation in statewide Quarterly Pharmaceutical and Therapeutic, and Quality Management meetings.
8. Provide administrative support for tracking inmate co-payments in the Department's Offender Based Information System (OBIS) or through the Electronic Health Record;
9. Responding to inmate health care requests and grievances;
10. Tracking and responding to inquiries from family members and officials making inquiry about health care issues on behalf of inmates. This includes referrals from the Department, the Executive Office of the Governor, and other elected officials.
11. Tracking and providing information in response to public records requests
12. Tracking and providing information in response to requests from the Office of Attorney General, DOH, and AHCA.

~~3.15 Telehealth~~

~~Telehealth is not currently utilized in any region; however, the Contractor ultimately selected through this RFP process shall utilize telehealth at Contractor's own expense to facilitate provision of services where such services can be appropriately provided by these means and the resulting telehealth design results in improving responsiveness of care, reducing security costs by reducing medical escorts and improving public safety. This service will be considered under any resultant contract as a service to be delivered at no cost to the state.~~

~~The goal of the Department is to develop a telehealth management application. The purchase will include product updates/upgrades, training, maintenance and support. Telehealth is to be a web-based, integrated, COTS system. The software, by sharing information about practice variations with individual providers, will assist the staff in the use of resources and help with improving overall quality of inmate healthcare. The software will support clinical positions and provide guidance to reviewers as well as enhance consistency of inmate healthcare.~~

~~The Department desires to use interactive audio-visual technology ("telehealth and/or telemedicine") at all of its major institutions. The goals in using telemedicine will be to improve inmate's access to primary health services, improve the quality and timeliness of primary, psychiatric, and specialty health services, and reduce the cost and disruption of~~

transportation. The Contractor shall use telemedicine for clinical consultations whenever possible, unless directed otherwise by the Department.

The Contractor will be responsible for the cost of the acquiring and maintaining the necessary telemedicine communication system, equipment and consultations provided by telemedicine. The contractor will also be responsible for paying for all telemedicine service line charges for calls related to provision of health care to Department inmates.

The proposed solution must meet the following minimum requirements, and shall be approved by the Department's Office of Information Technology (OIT):

- Platform –
- Browser IE6, IE7, IE8
- Useable at 800x600 resolutions
- Runs on a 64-bit platform Windows 2003 server & above
- Application runs on Microsoft SQL 2008 or 2005 environment and above
- Application capable of running in a 64-bit environment
- Network –
- Application supports clients connecting at T1, T3, WAN speed, and 100 mbps
- Must integrate with supporting single sign-on User ID
- Must support HL7 compatibility as well as other data standards

The proposed solution will be Intranet web-based and users will need Internet Explorer to access the application. The personal computer shall have a minimum of MS XP Pro, 512 MB RAM & 1GHz CPU. Users will not be required to have a client module on their PC. Must be Windows Active Directory compliant, capable of supporting single sign-on and be centrally managed by User ID. Updates (including white papers), patches and fixes must be approved by the Department's Office of Information Technology; however, the Contractor will be responsible for any up-load and install.

Software offered must have the ability to:

Be compliant with the Health Insurance Portability and Accountability Act (HIPAA) and the HITECH Act. Any service, software, or process to be acquired by the Department that handles and/or transmits electronic protected health information must do so in full HIPAA compliance and with encryption provided as a part of the service, software, or process. In addition, the transmission and encryption scheme supplied by the vendor must be approved by the Department prior to acquisition. Confidential or personal health information includes but is not limited to, all social security numbers, all health information protected by HIPAA, and addresses of law enforcement officers, judges, and other protected classes. Pursuant to Florida Statute 119.071(5)(a)5, social security numbers are confidential information and therefore exempt from public record or disclosure.

3.16 Computer and Information Systems

The Contractor must have an automated, integrated tracking and reporting system. The Contractor must provide all computer equipment where needed, technical, and clerical support necessary to support the automated, integrated tracking and reporting system. The Department will make available to the Contractor, at the Contractor's expense, PCs and printers currently being used by Health Services staff and that said equipment is the property of the Department. If the Contractor decides to use the equipment then the Contractor assumes responsibility for the equipment and the equipment will be treated like other Contractor equipment. This responsibility will include, but is not all inclusive, configuration, maintenance, support, upgrade, replacement and other requirements specified within this RFP. The equipment will not reside on the Department's network. The equipment (or its replacement) shall remain the property of the Department upon expiration or termination of the contract. Other references in regards to ownership, usage, transfer, end of contract and related subjects, apart from PCs and printers, still apply.

3.16.1 Corporate Access to the Departments Network

Any access to the Departments network from an outside non-law enforcement entity must be done via a LAN to LAN Virtual Private Network (VPN). This service is provided by the Florida Department of Management Services. Once the corporate entity has made the request thru DMS, the Department will require a copy of their security policies and a network diagram. After review by the Departments network staff, Information Security staff, the Chief Information Officer will make the final decision on granting access.

3.16.2 LAN to LAN Connections

2. Controlled access procedures for electronic connections to the contractor's network;
3. A process designed to control and monitor outside agencies access to the contractor's information network;
4. A Firewalling device;
5. Server based antivirus/malware software;
6. Client based antivirus/malware software;
7. Use of unique userIDs with expiring passwords;
8. A process that involves collection of userID activities and regular review of these activities for unauthorized access;
9. A process that ensures up to date software patches are applied to all information resources

The contractor shall maintain an Information Security Awareness program. This program will be designed to keep users knowledgeable on information security best practices.

3.16.16 Electronic Health Record (EHR)

The Department requires a paperless health record in compliance with the Health Care Reform Act, but no later than January 2014. Contractor must submit a plan for moving from a paper-based record system to a paperless health record. The plan must address such issues as hardware, software, transition, technical support, and ownership at the termination of the contractual period.

The Contractor's EHR:

- Must integrate and exchange encounter data in XML format including documentation version control and electronic signature encryption.
- Must be able to exchange data with other systems as approved by OIT and/or required by OHS.
- Must integrate single sign on access for all users to physician and patient medical reference library such as Up-to-date.
- Must provide Hosted solutions with no server hardware onsite. The contractor is to provide complete disaster recovery services including fail over data centers.
- Should combine patient records including scanned documents and dynamic (keyed) data entry document types.
- Should provide the feature of Electronic signature workflows on all document types.
- There should be an option to electronically verify medications on demand with outside providers via RXHUB or similar data sources.
- Should have a device level security for individual PC's and Laptops to access the EHR.
- Must not utilize a Virtual Private Network (VPN).

In addition, the Contractor's electronic health record shall have the capability to record substance abuse information (assessments, etc.) for inmates.

The Department will make all final decisions regarding compliance requirements for the federal Health Care Reform Act and all other applicable state or federal requirements.

3.17 Health Records

All inmates must have a health record that is up-to-date at all times, and that complies with problem-oriented health record format, Department's policy and procedure, and ACA and/or NCCHC standards. The record must accompany the inmate at all health encounters and will be forwarded to the appropriate institution in the event the inmate is transferred. All procedures (including HIPAA and the HITECH Act) concerning confidentiality must be followed.

All health records both electronic and paper remain the property of the Department.

The Contractor's physician or designee will conduct a health file review for each inmate scheduled for transfer to other institution sites. A health/medical records summary sheet is to be forwarded to the receiving institution at the time of transfer.

Health Records, at a minimum, contain the following information:

receives a Notice to Appear for violation of any criminal law involving a misdemeanor, or felony, or ordinance (except minor violations for which the fine or bond forfeiture is $200 or less) or when Contractor or Contractor's staff has knowledge of any violation of the laws, rules, directives or procedures of the Department.

3.20.2.5 No person who has been barred from any Department institution or other facility shall provide services under this Contract.

3.20.2.6 Department employees terminated at any time by the Department for cause may not be employed or provide services under this Contract.

3.20.2.7 The Contractor shall notify the Department, prior to employing any current or former employee of the Department to provide either full-time or part-time services pursuant to this Contract.

3.30.3 Utilization of E-Verify

As required by State of Florida Executive Order Number 11-116, the Contractor identified in this Contract is required to utilize the U.S. Department of Homeland Security's E-Verify system to verify employment eligibility of: all persons employed during the contract term by the Contractor to perform employment duties pursuant to the Contract, within Florida; and all persons, ~~(~~including subcontractors~~)~~, assigned by the Contractor to perform work pursuant to the Contract with the Department. (http://www.uscis.gov/e-verify) Additionally, the Contractor shall include a provision in all subcontracts that requires all subcontractors to utilize the U.S. Department of Homeland Security's E-Verify system to verify employment eligibility of: all persons employed during the contract term by the Contractor to perform work or provide services pursuant to this Contract with the Department.

3.30.4 Orientation and Training

The Contractor shall ensure Contractor's staff performing services under this Contract at institutional sites meets the Department's minimum qualifications for his/her specific position/job class. Both the Department's and the Contractor's responsibilities with respect to orientation and training are listed below.

3.30.4.1 The Department will determine what type and duration of orientation and training is appropriate for the Contractor's staff. Job specific orientation/training with regard to particular policies, procedures, rules and/or processes pertaining to the administration of health care at each institution where the Contractor delivers services, shall be coordinated between the Contractor and designated Department staff.

3.30.4.2 The Contractor will not be compensated by the Department for any costs incurred as a result of Contractor's staff attending orientation and training, including any wages paid.

3.30.4.3 The new employee orientation will be provided by the Department before the Contractor's staff begins to provide services on-site. The Contractor shall coordinate with designated Department staff at each institution the administration and scheduling of the Contractor's staff new employee orientation.

3.30.4.4 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.

3.30.4.5 The Department is not responsible for any required professional or non-professional education/training required for the Contractor's staff to perform duties under this Contract.

3.30.5 TB Screening/Testing

The Contractor shall ensure that all institutional staff, including subcontractors and other service providers, are screened and/or tested for tuberculosis prior to the start of service delivery, as appropriate, and screened/tested annually thereafter, as required by Department Procedure 401.015, Employee Tuberculosis

During follow-up monitoring, any noted failure by the Contractor to correct deficiencies for Other Contract Requirement violations identified in the monitoring report within the time frame specified in the CAP shall result in application of liquidated damages as specified in Section 3.36.11, Liquidated Damages for Other Contract Requirements.

3.35.4 Repeated Instances

Repeated instances of failure to meet either the Performance Outcomes and Standards or Other Contract Requirements Outcomes and Standards or to correct deficiencies thereof may, in addition to imposition of liquidated damages, result in determination of Breach of Contract and/or termination of the Contract in accordance with Section 7.3, Termination.

3.36 Liquidated Damages

By executing any Contract that results from this RFP, the Contractor expressly agrees to the imposition of liquidated damages, in addition to all other remedies available to the Department by law.

The Department's Contract Manager will provide written notice to the Contractor's Representative of all liquidated damages assessed, accompanied by detail sufficient for justification of assessment. Within ten (10) days of receipt of a written notice of demand for damages due, the Contractor shall forward payment to the Contract Manager. Payment shall be for the appropriate amount, be made payable to the Department, and be in the form of a cashier's check or money order. As an alternative, the Contractor may issue a credit, for the amount of the liquidated damages due, on the next monthly invoice following imposition of damages; documentation of the amount of damages imposed shall be included with the invoice.

3.36.1 Accreditation

Liquidated damages will be assessed for the failure to maintain compliance with mandatory health standards or lack of sufficient compliance with non-mandatory health standards which result in the failure any of the institutions within the Department to be reaccredited (Section 3.34.1.5.1), provided any such failure is the sole result of Contractor's actions or omission. Contractor agrees to pay liquidated damages in the amount of $50,000 per institution. In addition, the Contractor shall be responsible for any fee associated with a re-audit by ACA and/or NCCHC, provided such re-audit is the sole result of Contractor's actions or inactions.

If Contractor becomes aware of actions or omissions by the Department or a third party that interferes with Contractor meeting or maintaining ACA and/or NCCHC health standards, Contractor must immediately notify the Department and the third party in writing, as appropriate.

3.36.2 Staffing

3.36.2.1 Positions Not Staffed per Staffing Plan

In the event that on any day and/or shift, one or more healthcare staff positions are not staffed as agreed upon in the contract by a person or persons possessing qualifications at least as high as those required by that position(s), a ~~$1,000~~ deduction equal to the salary and benefits of the vacant staff per vacancy shall be made from the monthly contractual payment to the Contractor. Cross-coverage (one individual assigned to two positions simultaneously) will not be considered coverage under the contract. However, the Department will allow the Contractor to utilize contracted staffing options to staff positions full-time. In addition, the Contractor may utilize part-time employees to fill vacancies for a period not to exceed one week, without penalty.

3.36.2.2 90% of Required Staffing within 30 Days

A transition penalty of $5,000 per week per institution shall be assessed against the Contractor for failing to have at least 90% of the required staffing hours on site as of 30 days after the transition implementation effective date of the contract. However, the Department will allow the contractor to utilize contracted staffing options to staff positions full-time. In addition, the contractor may utilize part-time employees to fill vacancies for a period not

to exceed one week, without penalty. The transition penalty will apply, even if the aggregate staffing exceeds 90% of the required staffing hours, if the facility does not have a designated health service administrator, designated primary care physician, or designated senior registered nurse supervisor.

3.36.2.3 Staffing Levels Deficiencies

In the event staffing levels fall below five percent (5%) of staffing plan as required in Section 3.34.1.5.9, liquidated damages in the amount of one thousand dollars ($1,000) per day, per institution shall be imposed until such time as the deficiency is corrected. However, the Department will allow the contractor to utilize contracted staffing options to staff positions full-time. In addition, the contractor may utilize part-time employees to fill vacancies for a period not to exceed one week, without penalty.

3.36.3 Medical Services

3.36.3.1 Access to Care

For failure to maintain compliance with Section 3.34.1.1.1, liquidated damages in the amount of two hundred fifty dollars ($250) times the number of inmates who did not have access to care will be assessed for each institution for each calendar quarter of non-compliance.

3.36.3.2 Reception

For failure to maintain compliance with Section 3.34.1.1.3.1, liquidated damages in the amount of two hundred fifty dollars ($250) times the number of inmates for whom screening were not completed will be assessed for each institution for each calendar quarter of non-compliance.

3.36.3.3 Health Appraisals

For failure to maintain compliance with Section 3.34.1.1.3.2, liquidated damages in the amount of two hundred fifty dollars ($250) times the number of inmates for whom health appraisals were not completed within fourteen (14) days of arrival will be assessed for each institution for each calendar quarter of non-compliance.

3.36.3.4 Pre-release Planning

For failure to maintain compliance with Section 3.34.1.1.4, liquidated damages in the amount of two hundred fifty dollars ($250) times the number of inmates whom HIV Testing was not performed will be assessed for each institution for each calendar quarter of non-compliance.

3.36.3.5 Specialized Medical Care

For failure to maintain compliance with Section 3.34.1.1.6, liquidated damages will be assessed for the individual measures outlined below at each institution as follows:

1. Inmates who need specialized care that cannot be provided by the contractor will receive a specialty consultation appointment as clinically indicated - liquidated damages in the amount of two hundred fifty dollars ($250) times the number of inmates who were not referred for specialty care when needed will be assessed for each institution for each calendar quarter of non-compliance.
2. Follow up care after Specialty Consultation - liquidated damages in the amount of two hundred fifty dollars ($250) times the number of inmates who were not referred for specialty care when needed will be assessed for each institution for each calendar quarter of non-compliance.

3.36.3.6 Chronic Illness Clinics

SECTION 4 – PROCUREMENT RULES AND INFORMATION

4.1 Procurement Manager

Questions related to the procurement should be addressed to:

Ana Ploch, Procurement Manager
Florida Department of Corrections
Bureau of Procurement & Supply
4070 Esplanade Way
Tallahassee, FL 32311
Telephone: (850) 717-3680
Fax: (850) 488-7189
E-mail: ploch.ana@mail.dc.state.fl.us

Pursuant to Section 287.057(23), Florida Statutes, Proposers to this solicitation or persons acting on their behalf may not contact, between the release of the solicitation and the end of the seventy-two (72) hour period following the agency posting the Notice of Agency Decision ("intended award"), excluding Saturdays, Sundays, and state holidays, any employee or officer of the executive or legislative branch concerning any aspect of this solicitation, except in writing to the Procurement Manager or as provided in the solicitation documents. Violation of this provision may be grounds for rejecting a proposal.

Questions will only be accepted if submitted in writing and received on or before the date and time specified in the Calendar of Events (Section 4.2). Responses will be posted on the Vendor Bid System (VBS) by the date referenced in the Calendar of Events (Section 4.2).

Any person requiring special accommodation in responding to this solicitation because of a disability should call the Bureau of Procurement and Supply at 850-717-3700 at least five (5) days prior to any pre-solicitation conference, solicitation opening or meeting. If you are hearing or speech impaired, please contact the Bureau of Procurement and Supply by using the Florida Relay Service, which can be reached at 1-800-955-8771 (TDD).

Interested parties are encouraged to carefully review all the materials contained herein and prepare proposals accordingly.

4.2 Calendar of Events

Listed below are the important actions and dates/times by which the actions shall be taken or completed. If the Department finds it necessary to change any of these dates/times, it will be accomplished by an addendum. All listed times are local Eastern Standard Time in Tallahassee, Florida.

	DATE	TIME	ACTION
4.2.1	September 14, 2011		Release of RFP to public, posted on VBS
4.2.2	September 19, 2011		Last day for Notice of Intent to Propose received by the Department, and for submitting information for background screening (names and identifying information for site visits)
4.2.3	September 26 – October 5, 2011		Site Visits
4.2.4	October 12, 2011	5:00 p.m.	Last day for Written Inquiries received by the Department
4.2.5	November 18, 2011		Anticipated date that Answers to Written Inquiries to the RFP will be posted on VBS.
4.2.6	December 19, 2011	5:00 p.m.	Proposals Due

	DATE	TIME	ACTION
4.2.7	December 20, 2011	2:00 p.m.	Project Proposal Opening - Including Review of Mandatory Responsiveness Requirements (Fatal Criteria)
4.2.8	January 9, 2011	2:00 p.m.	Anticipated date of Price Proposal Opening
4.2.9	January 16-20, 2011		Anticipated date for Legislative Budget Committee Review
4.2.10	February 6, 2012		Anticipated Posting of Agency Decision
4.2.11	March 1, 2012		Anticipated Contract Start Date – Allows for an implementation planning period prior to the beginning of services. Implementation of services shall begin on April 1, 2012 and must be completed for all locations and regions between April 1, 2012 and June 30, 2012

4.3 Procurement Rules

4.3.1 Submission of Proposals

Each proposal shall be prepared simply and economically, providing a straightforward, concise delineation of the Proposer's capabilities to satisfy the requirements of this RFP. Elaborate bindings, colored displays, and promotional material are not desired. Emphasis in each proposal shall be on completeness and clarity of content. In order to expedite the evaluation of proposals, it is essential that Proposers follow the format and instructions contained in the Proposal Submission Requirements (Section 5) with particular emphasis on the Mandatory Responsiveness Requirements.

Proposals are due at the time and date specified in the Calendar of Events (Section 4.2) at the Department of Corrections, Bureau of Procurement and Supply, and shall be submitted to the attention of the Procurement Manager listed in Section 4.1. Proposals shall be delivered via express mail, or hand-delivery, to the address listed in Section 4.1. Proposals received late (after proposal due date and time) will not be considered, and no modification by the Proposer, of submitted proposals, will be allowed, unless the Department has made a request for additional information. No Department staff will be held responsible for the inadvertent opening of a proposal not properly sealed, addressed or identified.

NOTE: Proposers should keep in mind that the PROPOSALS DUE date and the PROJECT PROPOSAL OPENING date are not the same.

4.3.2 Proposal Opening

Proposals will be publicly opened at the time and date specified in the Calendar of Events (Section 4.2). The opening of proposals will take place at the Department of Corrections, Bureau of Procurement and Supply, 4070 Esplanade Way, 2nd floor, Tallahassee, Florida. The name of all Proposers submitting proposals shall be made available to interested parties upon written request to the Procurement Manager listed in Section 4.1.

4.3.3 Costs of Preparing Proposal

The Department is not liable for any costs incurred by a Proposer in responding to this RFP, including those for oral presentations, if applicable.

4.3.4 Disposal of Proposals

All proposals become the property of the State of Florida and will be a matter of public record subject to the provisions of Chapter 119, Florida Statutes. Selection or rejection of the proposal will not affect this right.

5.2.9 The Proposer shall provide for both the Contractor and Contractor's personnel, copies of any and all documents regarding complaints filed, investigations made, warning letters or inspection reports issued, or any disciplinary action imposed by Federal or State oversight agencies within the past five (5) years.

5.2.10 The Proposer shall also identify all entities of or related to the Proposer (including parent company and subsidiaries of the parent company; divisions or subdivisions of parent company or of Proposer), that have ever been convicted of fraud or of deceit or unlawful business dealings whether related to the services contemplated by this RFP or not, or entered into any type of settlement agreement concerning a business practice, including services contemplated by this RFP, in response to a civil or criminal action, or have been the subject of any complaint, action, investigation or suit involving any other type of dealings contrary to federal, state, or other regulatory agency regulations. The Proposer shall identify the amount of any payments made as part of any settlement agreement, consent order or conviction.

~~5.2.11 A current copy of all required state and federal licenses, permits and registrations, including, but not limited to the face-sheet of the Contractor's current insurance policy coverage.~~

5.2.12 A current copy of all required state and federal licenses, permits, and registrations including, but not limited to the following:

5.2.12.1 the face-sheet of the Contractor's current insurance policy showing sufficient coverage as indicated in Section 7.15; and

5.2.12.1 any applicable state and/or federal licenses related to services provided under this RFP as applicable.

5.3 Tab 3 – Business/Corporate Qualifications

The purpose of this section is to provide the Department with a basis for determining the Proposer's competence and experience to undertake a project of this size. The Department is not interested in a voluminous description of previous contracts but rather a concise and thorough description of relevant information, background and experience as specified herein.

The Proposer shall supply the following information for the legally qualified corporation, partnership or other business entity submitting the proposal under this RFP that will be performing as "the Contractor" and insert it under Tab 3.

5.3.1 Business/Corporate Background

The background information of the Proposer indicated, which, at a minimum, shall include:

5.3.1.1 date established;
5.2.1.2 ownership (public company, partnership, subsidiary, etc.);
5.3.1.3 primary type of business and number of years conducting primary business;
5.3.1.4 total number of employees;
5.3.1.5 list of all officers of the firm indicating the percentages of ownership of each officer, and the names of the Board of Directors if applicable;
5.3.1.6 national accreditations, memberships in professional associations or other similar credentials.

5.3.2 Narrative/Record of Past Experience

As indicated in Section 2.3, Section 5.3.2, and ATTACHMENT 1, it is a mandatory responsiveness requirement that the Proposer has at least five (5) years of business/corporate experience with appropriately experienced management and at least three (3) years of business/corporate experience, within the last five (5) years, in the provision of comprehensive healthcare services to an aggregate patient population of a minimum of 15,000 inmate patients at any one time in prison, jail or other comparable managed healthcare

The Proposer shall provide an organizational chart outlining the hierarchy of key project personnel for the Contract proposed under this RFP, including management staff and key leadership at the institutional level. Note: The Department shall approve all management and key positions. In addition, the vendor may not hire any individual who has been terminated by the Department without the written approval of the Department.

5.3.4 Business/Corporate References

The Proposer shall furnish a minimum of three (3) business/corporate references with its Project Proposal submission, utilizing the form provided as ATTACHMENT 2 to support Proposer's stated business/corporate experience as outlined in this RFP. In order to qualify as relevant current experience, services described by corporate references shall be ongoing or have been completed within the sixty (60) months preceding the issue date of this RFP.

The references shall be completed and signed by the individual offering the reference, and certified by a notary public. Reference(s) shall identify the type of services provided by the Proposer (which should be directly relevant to the services outlined in this RFP), dates the Proposer provided such services, the firm/agency name of the entity for which the Proposer provided services, and the reference signer's *current* telephone number and address. Reference(s) shall include statements supporting that the Proposer has performed services similar in magnitude and scope to those requested in the RFP. References that do not support relevant service delivery experience shall be rejected. Proposers may not use the Florida Department of Corrections as a corporate reference. The Department reserves the right to contact the above-provided references as well as reference sources not listed in the proposal.

NOTE: The Department reserves the right to use all information provided in determining Proposer qualifications and responsibleness, as well as any other information the Department may obtain through any means that bears on the issue of responsibility.

5.4 Tab 4 – Project Staff

The purpose of this section is to provide the Department with a basis for determining the Proposer's understanding of the qualifications of personnel required for administrative oversight and/or management of a contract of this size and scope. The Proposer shall insert the required information under Tab 4 of the proposal.

5.4.1 Key Management Personnel and Qualifications

The Proposer shall provide biographies or curriculum vitae and qualifications of the following individuals to be assigned to the Contract. Such information shall include employment history for all relevant and related experience and all education and degrees (including specific dates, names of employers, and educational institutions). Licenses and credentials, as applicable, shall be provided with resumes, and experience and training must be indicated and must support that the respective individual meets the specifications listed below:

NOTE: The Department shall approve all management and key positions. In addition, the vendor may not hire any individual who has been terminated by the Department without the written approval of the Department.

5.4.1.1 Chief Executive Officer (or equivalent title) – The Chief Executive Officer is the highest ranking officer in the Contractor's company or organization. The CEO shall have a minimum of one (1) years' experience as CEO.

5.4.1.2 Administrative Project Manager (or equivalent title) - The Project Manager is the individual who will have corporate responsibility for administration of the contract. This individual shall have a minimum of three (3) years' experience within the past ten (10) years at the management level, providing direct administrative oversight of a large-scale health-related program in a correctional system comprised of 10,000 inmates.

The Proposer shall provide, for the individuals identified for the positions identified in Section 5.4.1, a minimum of two (2) and a maximum of four (4) references utilizing the form provided as ATTACHMENT 3 of this RFP. Reference(s) shall be completed and signed by the individual offering the reference, and certified by a notary public. Reference(s) shall demonstrate, at a minimum, the required timeframe of work experience and shall include statements supporting the ability of the individual to perform on the Contract resulting from this RFP. Employees, or former employees, of the Department may not be used and will not be accepted as references. Further, references will not be accepted from persons currently or formerly supervised by the person for whom the reference is being submitted or related to that person in any way. References shall be from objective sources. The Department reserves the right to contact references not listed in the Contractor's proposal.

5.5 Tab 5 – Financial Documentation

5.5.1 Proposer shall provide financial documentation that is sufficient to demonstrate its financial viability to perform as required under the Contract that results from this RFP. Three of the following five minimum acceptable standards shall be met, one of which must be either item 4, or item 5, immediately below. Unless otherwise stated, the Proposer shall supply the following information, in TAB 5 of its Proposal, for the legally qualified corporation, partnership or other business entity submitting the Proposal under this RFP that will be performing as the Contractor.

1. Current ratio: ~~greater than or equal to~~ ≥ .9:1 (.9)
   Computation: Total current assets ÷ total current liabilities

2. Debt to tangible net worth: ~~less than or equal to~~ ≤ 5:1
   Computation: Total liabilities ÷ (net worth minus intangible assets)

3. Dun & Bradstreet Supplier Evaluation Risk (SER Score) Rating: ~~less than or equal to~~ ≤ 4 (on a scale of 1-9). If the proposer, in its own assessment of these financial viability requirements, needs this element to meet 3 of the 5 standards, the proposer must request a Supplier Qualifier Report (SQR) from Dun & Bradstreet (D&B) and provide a copy of the SQR to the Department with the original proposal package. Otherwise, it is not required to submit the SQR, unless the proposer is uncertain of the Department's evaluation of all of these requirements. Instructions to obtain the SQR are included in ATTACHMENT 9.

4. Minimum existing annual sales or revenue as reported in the calendar or fiscal year ended in 2010~~: greater than or equal to $170 million~~. Either Option A or B below:

Option A	OR	Option B*
$ 170 Million		$ 85 Million*

*With the additional requirement, that in the three, most recent calendar or fiscal years, the proposer has reported positive net income in two of the last three years, as evidenced by audited or reviewed financial statements. A proposer intending to apply this option is required to submit audited or reviewed financial statements for the three most recent calendar or fiscal years.

5. Total equity requirements; either Option A or B: ~~as reported in the calendar or fiscal year ended in 2010: greater than or equal to $17 million~~

   Option A: Total equity ≥ $17 Million.

   Option B: Total equity ≥ $ 8.5 Million.*

*With the additional requirement, that in the three, most recent calendar or fiscal years, the proposer has reported positive net income in two of the last three years, as evidenced by audited or reviewed financial statements. A proposer intending to apply this option is required to submit audited or reviewed financial statements for the three most recent calendar or fiscal years.

NOTE: The Department acknowledges that privately held corporations and other business entities are not required by law to have audited financial statements. In the event the Proposer is a privately held corporation or other business entity whose financial statements ARE audited, such audited statements shall be provided. If the privately held corporation or other business entity does not have audited financial statements, then unaudited statements or other financial documentation sufficient to provide the same information as is generally contained in an audited statement, and as required below, shall be provided.

The Department also acknowledges that a Proposer may be a wholly-owned subsidiary of another corporation or exist in other business relationships where financial data is consolidated. Financial documentation is requested to assist the Department in determining whether the Proposer has the financial capability of performing the contract(s) that is issued pursuant to this RFP. The Proposer MUST provide financial documentation sufficient to demonstrate such capability including, where possible, financial information specific to the Proposer itself. All documentation provided will be reviewed by an independent CPA and should, therefore, be of the type and detail regularly relied upon by the certified public accounting industry in making a determination or statement of financial capability.

The Technical Proposal/Service Delivery Narrative shall include all areas addressed in the Scope of Services not otherwise addressed and, at a minimum, the following service delivery information:

The Department seeks insightful proposals that describe proven, state-of-the-art methods. Recommended solutions should demonstrate that the Proposer would be prepared to quickly undertake and successfully complete the required tasks. The Proposer's work plan should include a staffing plan that will clearly and specifically identify key personnel assignments and the number of hours by individual for each task. (NOTE: The staffing plan should be consistent with the Work Plan). After award, the Work Plan will become the Proposer's master plan to fulfill the Contract. It will incorporate other plans required by this RFP, if any. The Work Plan must be as complete as possible at the time of submission. ~~It must:~~ The Department requests that the Proposer provides an introduction that addresses, but is not limited in scope, to the following items:

- Proposer's proposed organization(s) and management structure responsible for fulfilling the Contract's requirements.
- The methodologies, process, and procedures the Proposer's proposed organization(s) would follow to do the work.
- Proposer's quality review process and describe how communication and status review will be conducted between all parties.
- The work reporting procedures required for the successful completion of the work.
- Identification of any potential problem areas, recommended solutions to the problem areas, and any assumptions used in developing those solutions.

~~NOTE: Each of the above elements must be addressed separately and tabbed individually.~~

5.6.1 Contractor's Proposed Work Plan

To ensure the proposer's network is adequate to serve the Department's inmate, the Contractor will include written descriptions of the following:

1. Establishment of a network of regional and tertiary care settings for outpatient specialty services, including dental care.
2. Establishment of a network of regional and tertiary care settings for inpatient care services.
3. Establishment of arrangements for local off-site emergency room services, including transportation.
4. Establishment of a process for managing prior approval for elective off-site medical transportation for outpatient care, for inpatient care (not excluding mental health care when off-site inpatient mental health care placement is necessary), for placement in on-site infirmaries, mid-level residential mental health treatment settings, and for acute care mental health treatment units.
5. Management of a prior approval process for emergency travel within one business day, and that provides a clear process for dispute management.

5.6.2 Clinical Services/Outcomes

1. Describe current/actual clinical service capabilities in state correctional health care including resources (provide names and credentials of the Proposer's clinical experts).
2. Detail the Proposer's programming currently available in other state correctional health care contracts, and demonstrate how the programs are currently meeting the needs of states serviced.
3. Describe and enumerate your organization's clinical and administrative management oversight positions (e.g., directors, program managers, supervisory personnel, administrative services staff, etc.) which would be utilized to support the clinical staff assigned to the Department's mission. These may be identified as on-site or at the corporate center or at the Department's Central Office.
4. Provide a sample organizational chart showing the typical positioning of medical staff in a health unit.
5. Identify your prior success in terms of percentages and numbers in matching paid salaries and benefits of retained health services employees. Describe variances in salaries/benefits by positions within

Contractor and Department staff will run the Quality Assurance Program jointly. The proposer should describe the process that will be followed to achieve consensus regarding appropriate criteria screens. The proposer also shall describe how it will develop and implement plans to address findings.

All Contractors will cooperate in the performance of joint mortality reviews, with the results to be reviewed by the joint institution and Contractor's quality assurance workgroups. Contractors should define their peer review processes; the results of peer reviews will be shared with the Department's peer review workgroup and with the joint quality assurance workgroup as appropriate.

5.6.5 Program Management

Submit an overall Program Management Plan including, but not limited to:

1. A detailed description of the program management plan for this health care Contract.
2. Describe how your organization will provide services in accordance with ACA and/or NCCHC standards of care.
3. A list of each program's health managers and their contact information, credentials, and years of experience in state correctional healthcare.
4. Evidence regarding the Proposer's ability to recruit and retain qualified health program managers.
5. A description of each administrative and management position.
6. A description of how the Proposer will provide management services to each facility.
7. The Department is seeking medical services under the supervision of a board certified physician licensed by the Florida Board of Medical Examiners in general medicine or internal medicine. Provide information in response to the following:
   a. Explain the availability of such a professional through your organization.
   b. Provide a copy of your company's organizational chart identifying how clinical oversight is provided.
8. A description of how the Contractor will provide the following mandatory personnel:

   Physicians:
   Physicians who are board eligible or board certified in family medicine, internal medicine, or emergency medicine; licensed in the State of Florida with no conflicting restrictions. This requirement is not applicable to currently employed Department professional staff; however, past employees who request to be considered for hire must meet the requirement.

   Nurse Administrators:
   - Three years (3) professional nursing experience functioning as part of a multi-disciplinary health care team.
   - Twelve months experience in a supervisory capacity at a clinical or health care institution.
   - Licensed to practice nursing in the State of Florida with no restrictions.

   Staff Nurses:
   - Twelve (12) months experience functioning as part of a multi-disciplinary health care team.
   - Licensed to practice nursing in the State of Florida with no restrictions.

   Dentists - Clear, Active, unrestricted Florida License in Dentistry with no conflicting restrictions.

   Optometrists - Clear, Active, unrestricted Florida License in Optometry Pharmacist – Clear, Active, unrestricted Florida License in Pharmacy

   Consultant Pharmacist - Clear, active, unrestricted Florida Consultant Pharmacist License

   Psychologist - Clear, Active, unrestricted Florida License

   Psychiatrist - Clear, Active, unrestricted Florida License

   Mid Levels:

- Physician Assistants and Nurse Practitioners; licensed in the State of Florida with no conflicting restrictions
- Mental Health Professionals, LCSW, LPC MSW licensed in the State of Florida with no conflicting restrictions
- Dental Hygienists; licensed in the State of Florida with no conflicting restrictions.

The qualifications of Contractor's personnel are material to the Department's evaluation and subsequent award of the Contract. Any personnel identified in the Proposal will be considered the standard by which any subsequent replacement personnel will be evaluated. The Contractor is not to propose personnel solely as a startup effort, with the intention of introducing replacement personnel at the earliest possible opportunity. Contractor shall have all key personnel hired by the commencement of the contract

The Department will be moving to a paperless health record system in compliance with the Health Care Reform Act, but no later than January 2014. Proposers shall submit in their proposal a short-term classical paper-based health record and shall submit a plan to migrate from a paper-based health record to paperless health record system. The plan submitted by the Proposer must address such issues as hardware, software, transition, technical support, ongoing maintenance, software updates, training and ownership at the termination of the contractual period. The plan shall include a timeline for a phased-in implementation by institution or region, to be fully completed ~~within one year of contract execution~~ by January 2014.

5.6.6 Pharmaceutical Services

The Contractor shall be responsible for all pharmacy institutional licenses, non-formulary medications and emergency prescriptions filled at local pharmacies. If pharmaceutical services are awarded to the contractor, the contractor shall also be responsible for all pharmaceutical services including prescription records, inmate prescriptions and stock medications. All pharmacy services shall be in accordance with all applicable federal and state laws, rules, and regulations, Department of Corrections' rules and procedures, and Health Services Bulletins/Technical Instructions applicable to the delivery of pharmacy services in a correctional setting. All pharmaceutical services must be at the direction of a licensed Florida pharmacist.

5.6.6.1 The Contractor shall provide a plan to carry out pharmaceutical operations as stated in Section 3, Scope and Services Sought, pharmacy services that include, but shall not be limited to:

1. Controlled substances accountability
2. Medication administration record utilization
3. Drug Exception Request (DER), if applicable
4. Monthly reports as to the number of prescriptions written, medications dispensed and as needed reports
5. Reporting of medication nursing errors
6. Medication pharmacy errors
7. Corrective action plans
8. Return and refund for unused medication
9. Emergency medication acquisition
10. Pharmacist consultation: Consultant Pharmacist of Record and policies and procedures
11. Pharmacy inspections
12. Pharmacy medication education materials
13. Institutional pharmacy perpetual inventory
14. Formulary
15. Unit-dose packaging method for all medications
16. Pharmacy and Therapeutics Workgroup
17. Continuous Quality Improvement Program
18. DEA License verification
19. Institutional Drug Room License
20. Medication renewal tracking system
21. Drug storage and delivery services
22. IV Drugs
23. Accountability and destruction process

4. Include a list of names of the program administrator and clinical and support staff members. The Proposer will provide a description of the role of each staff member in the project, and a resume for each staff member that demonstrates the appropriate training, education, background, and/or experience with projects of comparable size and scope. The Proposer must also specify the job duties and discuss the qualifications of the proposed staff relative to such position requirements needed to perform the required health services.

5.6.8 Health Operational Oversight

Health services must be provided in a manner which meets established standards of the American Correctional Association (ACA) and/or National Commission on Correctional Health Care (NCCHC), Department, and all federal, state, and local laws. (Note that all of the activities undertaken in providing medical services to inmates are provided in an environment that encompasses every aspect of correctional health care.) The Proposer must define a system to provide for all of the following aspects of health care:

1. Medical services, to include on-site primary care, and medically necessary secondary, tertiary and emergency care.
2. Pharmacy services, all prescription medications, and over the counter medications to treat medical problems, pharmacy licenses, and consultant pharmacists.
3. On-site dental services: dental care, dental X-rays, and dental supplies including oral surgery when needed;
4. Specialty care as requested by primary care physicians or dentist;
5. Chronic care management;
6. Dialysis, radiotherapy and chemotherapy treatment;
7. Emergency medical care as requested by health care staff;
8. Hospitalization as required;
9. End-of-Life/Palliative Care
10. Optometry and eyeglass services;
11. Ancillary medical services, specifically including but not limited to: phlebotomy, laboratory, EKG and radiographic procedures and supplies;
12. Podiatry services medically indicated, including supplies, prescription, and procedures;
13. Emergency transport (ambulance);
14. Communicable disease and an institutional infection control program;
15. Lab services, including blood draws and supplies;
16. Routine physician care and periodic physical exams as required;
17. X-rays, X-ray interpretation and supplies;
18. Medical supplies
19. Prosthetics;
20. Medically-related office supplies and equipment;
21. Removal of all bio-hazardous, hazardous and/or other regulated EPA waste;
22. Nursing care on-site, 24 hours per day, seven days per week, including all holidays.
23. Sick call;
24. Management and ancillary staff to support health services program;
25. Medical and mental health reception process (initial intake screening)
26. All other items indentified in the Scope of Services not specifically address here.

5.6.9 Staffing Plan For Delivery of Care

The Contractor, using the Department's current baseline staffing matrix as a guide (see EXHIBIT K), shall develop its own individualized institutional staffing plans. The Contractor's staffing plan at each facility will ensure there is sufficient staff coverage for the delivery of care that meet and/or exceeds:

- Constitutionally adequate healthcare
- Current federal laws and state statutes, rules and procedures
- Current Health Service Bulletins/policies/procedures
- All outcome expectations as outlined in the RFP, particularly Section 3.22, Rules, Regulations and Governance, and Section 3.34, Contractor's Performance

During the transition phase, the Department will review and approve the Contractor's final staffing plan. The Contractor's staffing plans shall become the baseline staffing matrix that will determine all future staffing levels and liquidated damages. Any potential changes in the baseline staffing matrix must be approved by the Department and shall become the baseline staffing matrix on record.

5.6.10 Description of Special Program Areas

1. Re-entry Programs – Describe in detail what the Proposer is doing in other state correctional health contracts. The Department is looking to see how the Proposer's programs aid in the reduction of recidivism and in the delivery of continuation of care from prison to the community.
2. Behavior Management Programs – Submit examples of such programs from other state correctional mental health care contracts that the Proposer serves.
3. Special Population Management – Again submit program details for inpatient units from other state correctional mental health care contracts.
4. Describe mental health programming for other state correctional mental health contracts for mentally ill inmates in administrative segregation (what the Department refers to as Close Management).
5. Specify the policies and procedures to be utilized by your organization to deal with inmate complaints regarding any aspect of the health care delivery system.

5.6.11 Utilization Management and Utilization Review

1. The Proposer shall provide proposed methods for conducting UM and Utilization Review of the health case load and various service levels.
2. The service levels include Inpatient, Outpatient, Specialty and Crisis Intervention levels.
3. The system must include criteria for healthcare treatment, procedures and specialty care.
4. The system must be electronic and available to all institutions.
5. Provide actual programs and Outcomes in other state correctional health care contracts that the Proposer currently has.

5.6.12 Core Services delivered to provide a quality cost-effective program

1. Staffing, with specific numbers of all staff that will be provided by facility and position in key categories such as clinicians, registered nurses, clinical associates, psychologists, mental health specialists, psychiatrists, dental assistants, dental hygienists, consultant pharmacists, licensed practical/vocational nurses, etc. This shall include full position descriptions and proposed work schedule.
2. Credentialing Plan – Describe current initiatives and evidence to substantiate how the Proposer will ensure only credentialed professionals work for the Agency.
3. Cost Containment.
4. Recruitment Plan to ensure maintenance of professional clinical health staff and describe current recruiting resources that will be dedicated to the agency.

5.6.13 Core Services delivered to provide a quality assurance-effective program

1. ~~Describe your Quality Assurance plans specific to the needs of the Department.~~
2. Samples of other state correctional health care quality assurance programs, initiative, and outcomes shall be provided.
3. Describe the organization and management responsibilities of the QA plan and how it will integrate with that of the Agency and other stakeholders including that of the medical program.
4. Outcomes data should measure the ability of the plan to ensure with compliance with applicable standards such as ACA and/or NCCHC requirements, Agency Policies, and key aspects of patient care.

5.6.14 Medication Management

1. What resources does the Proposer have to ensure the appropriate and the effective use of medications?
2. Formulary management plan should be provided, and examples of its formulary management plan from other programs.
3. Utilization Review of high-cost medication management must be provided. Specifically, describe how the prescribing pattern of each provider will be monitored, reviewed, and addressed in cases of variation from the norm. Also, provide examples of this from other state correctional health programs that the Proposer currently serves.
4. Treatment Guidelines – Provide copies of any current treatment guidelines used in any other state correctional health programs and any proposed guidelines for use in the Agency's program.
5. Training – Submit a description of actual training programs for medication management in any other state correctional health care programs that the Proposer currently serves.
6. Outcomes – Give examples of pharmacy management initiatives in other contracts the Proposer currently serves with regards to state correctional health care.
7. Transition Plan – Submit a plan, with timelines, for the transition of all pharmacy licenses and inmate prescription transfers to the new vendor.

5.6.15 Suicide and Self-Injury Prevention

Provide a narrative describing the Contractor's existing suicide and self-injury prevention program, including specific examples from other state correctional mental health care contracts that currently exist. The Department wants to see evidence of a continual high level of awareness facility-wide versus simple one-time training. Give examples how the Contractor will be aware facility by facility, and how the Contractor will work with security and other Agency personnel to make suicide prevention and self-harm prevention an ongoing process in the mental health care delivered to the Agency. Specific data from other state correctional mental health care facilities shall be submitted along with suicide rates in all mental health care contracts the Proposer currently serves.

5.6.16 Description of approach to applying the principles of Managed Care to the delivery of comprehensive healthcare services to inmates.

5.6.17 Description of approach for addressing and resolving legitimate inmate healthcare grievances and implementing corrective action to prevent recurrence.

5.6.18 Description of approach to providing basic healthcare to inmates housed in confinement units and of working with institutional security to ensure appropriate and efficient access to healthcare.

5.6.19 Description of approach to the development and implementation of disease management programs in providing care to inmates with chronic illnesses.

5.6.20 Description of approach to the timeframe for the implementation of the delivery of healthcare at each institution.

5.6.21 Description and diagram of complete data network with redundancy components.

5.6.22 HIV Positive Inmates

Please explain how you will coordinate the delivery of services to HIV+ inmates in the Department's immunity clinics.

5.6.23 Private Correctional Facilities

Currently, there are approximately 10,000 inmates housed in seven (7) private correctional facilities managed under contracts from the Department of Management Services. The contractor will be responsible for the provision and coordination of health care services for all inmates transferred from all current and future private facilities to the Department's institutions, and for working cooperatively with private facility staff on all transfers to and from these facilities. The Department will retain final decision-making authority regarding the transfer of inmates between the Department institutions and private correctional facilities.

The contractor shall describe how it will support the functions outlined above.

5.6.24 Specialty Programs

The Department's Office of Health Services manages two specialty programs that assist inmates with release planning. The contractor (s) shall develop and implement a plan for incorporating the HIV Pre-Release Planning and Mental Health Re-Entry (Aftercare) Program into their overall health care service delivery system.

5.6.25 Statement of Acceptance

The Contractor verifies that they shall not dispute or refuse acceptance of any inmate assignment based on any medical and/or mental health condition(s). Furthermore, no additional compensation shall be granted to the Contractor unless the conditions under Chapter 287, Florida Statutes has been satisfactorily met and/or allowed. The Contractor ~~attested~~ agrees that they shall not terminate the contract during the initial period based upon monetary losses and acknowledged that termination for this purpose shall result in damages assessed at the full contract compensation to the State payable within 90 days of notice by the Contractor.

5.7 Tab 7 – Contact for Contract Administration

The Proposer shall complete ATTACHMENT 4 of this RFP and insert it under Tab 7 of the Proposal.

5.8 Tab 8 – Certification of Drug Free Workplace Program

The State supports and encourages initiatives to keep the workplaces of Florida's suppliers and contractors drug free. Section 287.087 of the Florida Statutes provides that, where identical tie proposals are received, preference

6.2 Review and Evaluation Process

6.2.1 Phase 1 – Public Opening and Review of Mandatory Responsiveness Requirements/Fatal Criteria (Tab 1)

Proposals will be publicly opened at the date and time specified in Section 4.2, Calendar of Events. Proposals will be reviewed by BPS staff to determine if they comply with the mandatory responsiveness requirements/fatal criteria listed in Section 5.1 of this RFP. This will be a yes/no review, conducted by BPS staff, to determine if all requirements have been met. Failure to meet any of these mandatory responsiveness requirements will render a proposal non-responsive and result in rejection of the entire proposal. Further evaluation will not be performed. No points will be awarded for passing the mandatory responsiveness requirements.

6.2.2 Phase 2 – Review of Financial Documentation (Tab 5)

The Proposer's Financial Documentation provided in Section 5.5 will be evaluated by an Independent Certified Public Accountant to determine the Proposer's financial capability. No points will be awarded for the Financial Documentation Review. In order to be deemed responsive, a proposer must meet three of the five minimum acceptable standards outlined in Section 5.5.1; one of the three standards must be either item 4, or item 5.

6.2.3 Phase 3 – Evaluation of Business/Corporate Qualifications (Tab 3), Project Staff (Tab 4), and Technical Proposal/Service Delivery Narrative (Tab 6)

Only those proposals, which have met the mandatory responsiveness requirements, will be considered responsive and will be delivered to the Proposal Evaluation Team to be evaluated as described in Phase 3. All evaluation criteria to be utilized in evaluation of each category of the Evaluation of Business/Corporate Qualifications (Tab 3), Project Staff (Tab 4), and Technical Proposal/Service Delivery Narrative (Tab 6), are listed in ATTACHMENT 7.

NOTE: In order to be considered responsible for Categories 1, 2, and 3, proposals must receive at least ninety percent (90%) of all possible points available for each category.

6.2.3.1 Category 1 – Proposer's Business/Corporate Qualifications (Tab 3)

The Proposer's Business/Corporate Qualifications will be evaluated by the Proposal Evaluation Team based on the information supplied by the Proposer as required in Section 5.3. The factors to be considered in evaluating the Proposer's Business/Corporate Qualifications are listed in ATTACHMENT 7. A maximum of one hundred (100) points will be given to the Proposer with the Business/Corporate Qualifications that received the highest number of points. Points for the other proposal will be determined using the following formula:

$$\frac{(X)}{N} \times 100 = Z$$

Where: N = highest actual Business/Corporate Qualifications points received by any proposal
X = actual Business/Corporate Qualifications points received by Proposer
Z = awarded points

6.2.3.2 Category 2 – Project Staff (Tab 4)

The Proposer's Project Staff will be evaluated based on the information supplied by the Proposer in response to Section 5.4. The factors to be considered in evaluating this category are listed in ATTACHMENT 7.

The price proposals that meet mandatory responsiveness requirements will be reviewed by BPS staff to determine price points. These Price Proposals will be examined to determine if they are consistent with the Project Proposals and that all calculations are accurate. In the event a mathematical error is identified, Unit prices submitted by the Proposer will prevail.

A maximum of four hundred (400) points will be awarded for Price Proposal.

The Price Proposals utilizing the Price Information Sheet with the lowest verified Single Capitation Rate Per-Inmate Per-Day (Unit Price) will be awarded four hundred (400) points. All other price proposals will receive points according to the following formula:

$$\left(\frac{N}{X}\right)^3 \times 400 = Z$$

Where: N = lowest verified Single Capitation Rate Per-Inmate Per-Day (Unit Price) of all Price Proposals
X = Proposer's proposed Single Capitation Rate Per-Inmate Per-Day (Unit Price)
Z = points awarded

NOTE: Price Information Sheet #2, including Pharmaceutical Services, will not be used for scoring or award purposes.

6.2.7 Phase 7 – Ranking of Proposals

The points awarded for Categories 1 through 4 (Business/Corporate Qualifications, Project Staff, Technical Proposal/Service Delivery Narrative, and Price Proposals), will be totaled to determine the final score of all proposals. A final ranking of proposals will then be determined.

6.2.8 Phase 8 – Notice of Agency Decision

The Department will post a notice of Agency Decision as described in Section 4.4 of the RFP.

The Department has released three separate solicitations for comprehensive healthcare services to be provided by single contractors in Regions I, II, and III, respectively. In the event the Department determines that it is in the best interest of the State to make an award to a single contractor for services in each of the three regions, the Department will make such determination by rejecting all bids related to the multiple-region contract option.

6.1 Incomplete Pricing Sheet

Any Price Information Sheet that is incomplete or in which there are significant inconsistencies or inaccuracies may be rejected by the Department. No deviations, qualifications, or counter offers will be accepted. The Department reserves the right to reject any and all proposals.

6.2 Identical Tie Proposals

When evaluating bids/proposals/responses to solicitations, if the Department receives identical pricing or scoring from multiple vendors, the Department shall determine the order of award using the criteria set forth in Rule 60A-1.011, FA.C., and Chapter 295.187, F.S.

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7.4 Payments and Invoices

7.4.1 Payment

The Contract(s) resulting from this RFP shall be a fixed rate/unit price contract based on a daily capitation rate. All charges must be billed in arrears in accordance with Section 215.422 of the Florida Statutes.

The Department will compensate the Contractor on a monthly basis, for the provision of comprehensive healthcare services as specified in the Scope of Service, at the capitation rate (unit price bid) per inmate times the average monthly number of inmates, times the number of days in the month. The average monthly number of inmates will be determined by the Department's official Monthly Average Daily Population (ADP) report. Payment for each facility shall begin at 12:01 a.m. on the implementation date contingent upon actual implementation of services. The Department requires a consolidated, single invoice, on a monthly billing cycle for services performed.

Monthly adjustments will also be made for costs defined as payable by the Contractor which have been paid by the Department or costs defined as payable by the Department which have been paid by the Contractor. Such adjustments will be added or deducted to the subsequent monthly payment after reconciliation between the Department and the Contractor. The monthly payment may also be adjusted based upon imposition of liquidated damages.

The cost of the Health Services Contract Monitors will be a deduction from the monthly management payment to the Contractor. The actual cost for such deductions will be based upon the appropriated rate, salary and expense dollars for the function.

The last payment of the Contract will be withheld until all pending adjustments including those provided for in Section 3.33 of this RFP, have been determined and reconciled.

7.4.2 MyFloridaMarketPlace ~~Transaction Fee~~

7.4.2.1 Transaction Fee Exemption

The State of Florida has instituted MyFloridaMarketPlace, a statewide eProcurement System ("System"). Pursuant to section 287.057(22), Florida Statutes, all payments shall be assessed a Transaction Fee of one percent (1.0%), which the Contractor shall pay to the State, unless otherwise exempt pursuant to Rule 60A-1.032, F.A.C.

The Department has determined that payments to be made under this Contract are not subject to the MyFloridaMarketPlace Transaction Fee pursuant to Rule 60A-1.032(2), Florida Administrative Code (F.A.C).

7.4.2.2 Vendor Substitute W9

The State of Florida Department of Financial Services (DFS) needs all vendors that do business with the state to electronically submit a Substitute W-9 Form to https://flvendor.myfloridaacfo.com by October 2011. Forms can be found at: http://www.myfloridacfo.com/aadir/docs/SubstituteFormW-9-03-21-11.pdf Frequently asked questions/answers related to this requirement can be found at: http://www.myfloridacfo.com/aadir/docs/VendorFAQPosted090310.pdf. DFS is ready to assist vendors with additional questions. You may contact their Customer Service Desk at 850-413-5519 or FLW9@myfloridaacfo.com.

7.26 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 the Contract resulting from this RFP, which includes and incorporates ATTACHMENT 8, Business Associate Agreement, as part of this Contract.

In addition to complying with HIPAA requirements, the Contractor shall not disclose any information concerning inmates, specifically concerning inmate transfers/referrals, to parties outside the Department.

7.27 Reservation of Rights

The Department reserves the exclusive right to make certain determinations regarding the service requirements outlined in the 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 the Contract resulting from this RFP 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.

7.28 Cooperative Purchasing

Pursuant to their own governing laws, and subject to the agreement of the Contractor, other entities may be permitted to make purchases in accordance with the terms and conditions contained herein. The Department shall not be a party to any transaction between the Contractor and any other purchaser.

Other state agencies wishing to make purchases from this agreement are required to follow the provisions of Section 287.042(16)(a), F.S. This statute requires the 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.

7.29 Performance Guarantee

The Contractor shall furnish the Department with a Performance Guarantee in the amount of eleven million dollars ($11,000,000.00) that shall be in effect yearly for a time frame equal to the term of the Contract.

The form of the guarantee shall be a bond, cashier's check, or money order made payable to the Department. The guarantee shall be furnished to the Contract Manager within thirty (30) days after execution of the Contract which may result from this RFP. No payments shall be made to the Contractor until the guarantee is in place and approved by the Department in writing. Upon renewal of the Contract, the Contractor shall provide proof that the performance guarantee has been renewed for the term of the Contract renewal. The performance bond shall specifically state that it will pay for any liquidated damages assessed under the Contract.

Based upon Contractor performance after the initial year of the Contract, the Department may, at the Department's sole discretion, reduce the amount of the bond for any single year of the Contract or for the remaining contract period, including the renewal.

7.30 Scrutinized Companies List

Pursuant to Chapter 287.135, F.S., an entity or affiliate who has been placed on either the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List is ineligible for and may not bid on, submit a proposal for, or enter into or renew a contract with an agency or local governmental entity for goods or services of $1 million or more.

In executing this contract and any subsequent renewals, the Contractor certifies that it is not listed on either the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, created pursuant to section 215.473, Florida Statutes. Pursuant to section 287.135(5), F.S., the Contractor agrees the Department may immediately terminate this contract for cause if the Contractor is found to have submitted a false certification or if Contractor is placed on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List during the term of the contract. Additionally, the submission of a false certification may subject company to civil penalties, attorney's fees, and/or costs.

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PRICE INFORMATION SHEET #1
RFP# 11-DC-8328

Pursuant to Senate Bill 2000 (see EXHIBIT X), any intent to award for comprehensive health services is contingent upon a cost savings of at least seven percent less than the Department's Fiscal Year 2009-2010 healthcare expenditures (see EXHIBIT E).

For the Price Information Sheet, proposers shall provide a single capitation rate per-inmate, per-day (Unit Price). Proposers shall complete the Price Information Sheet as instructed in Section 5.11.

Note: Services shall be provided at the Unit Price proposed times the average monthly number of inmates, based on the Department's Monthly Inmate Average contained in the Average Daily Population (ADP) report.

Comprehensive Healthcare Services *(Not including Pharmacy Services)* *(Including the use of RMC Hospital)*	Contract Years *Years 1 - 5*	Renewal Years *Years 6 - 10*
Single Capitation Rate Per-Inmate, Per Day (Unit Price)	$_____	$_____

Comprehensive Healthcare Services *(Not including Pharmacy Services)* *(Not including the use of RMC Hospital)*	Contract Years *Years 1 - 5*	Renewal Years *Years 6 - 10*
Single Capitation Rate Per-Inmate, Per Day (Unit Price)	$_____	$_____

All calculations will be verified for accuracy by the Bureau of Procurement and Supply staff assigned by the Department. In the event a mathematical error is identified, the Unit Price submitted by the Proposer will prevail.

_____
NAME OF PROPOSER'S ORGANIZATION

_____
SIGNATURE OF AUTHORIZED REPRESENTATIVE

_____
DATE

PRICE INFORMATION SHEET #2
RFP# 11-DC-8328

NOTE: This Price Information Sheet will not be used for scoring or award purposes.

Pursuant to Senate Bill 2000 (see EXHIBIT X), any intent to award for comprehensive health services is contingent upon a cost savings of at least seven percent less than the Department's Fiscal Year 2009-2010 healthcare expenditures (see EXHIBIT E).

For the Price Information Sheet, proposers shall provide a single capitation rate per-inmate, per-day (Unit Price). Proposers shall complete the Price Information Sheet as instructed in Section 5.11.

Note: Services shall be provided at the Unit Price proposed times the average monthly number of inmates, based on the Department's Monthly Inmate Average contained in the Average Daily Population (ADP) report.

Comprehensive Healthcare Services (*) *(Including Pharmacy Services)* *(Including the use of RMC Hospital)*	Contract Years *Years 1 - 5*	Renewal Years *Years 6 - 10*
Single Capitation Rate Per-Inmate, Per Day (Unit Price)	$_____	$_____

Comprehensive Healthcare Services (*) *(Including Pharmacy Services)* *(Not including the use of RMC Hospital)*	Contract Years *Years 1 - 5*	Renewal Years *Years 6 - 10*
Single Capitation Rate Per-Inmate, Per Day (Unit Price)	$_____	$_____

All calculations will be verified for accuracy by the Bureau of Procurement and Supply staff assigned by the Department. In the event a mathematical error is identified, the Unit Price submitted by the Proposer will prevail.

(*)NOTE: This Price Information Sheet will not be used for scoring or award purposes.

_____
NAME OF PROPOSER'S ORGANIZATION

_____
SIGNATURE OF AUTHORIZED REPRESENTATIVE

_____
DATE

Responses to Written Inquiries
RFPs #11-DC-8324, #11-DC-8325, #11-DC-8326, #11-DC-8327, & #11-DC-8328
Comprehensive Healthcare Services in Regions I, II, III, and IV

Questions are color-coded as follows:

Highlighted in YELLOW→ RFP #11-DC-8324 Comp HS Regions I, II, & III
Highlighted in GREEN → RFP #11-DC-8325 Comp HS Region I
Highlighted in BLUE → RFP #11-DC-8326 Comp HS Region II
Highlighted in PINK → RFP #11-DC-8327 Comp HS Region III
With text in GREEN → RFP #11-DC-8328 Comp HS Region IV
With normal text (black font/white background) → All 5 RFPs
With text in BLUE → Apply only to individual RFPs #11-DC-8325, #11-DC-8326, #11-DC-8327, and #11-DC-8328
With text in RED → Apply only to individual RFPs #11-DC-8325, and #11-DC-8327

All written inquiries are reproduced in the same format as submitted by the Contractor, unless otherwise indicated.

Professional Care Partners (PCP)	
Question #1	… what prison outfit *[is]* currently servicing Florida?
Answer #1	Corizon, Inc., and Armor Correctional Health Services, Inc., have contracts for mental health services in Region IV. The Department has contracts with more than 200 other vendors that provide a variety of services, including: specialty care, staffing, labs, x-rays, etc. throughout the state. In addition, there are companies providing healthcare services in the 7 prisons currently privatized, these are under contracts with the Department of Management Services and not the Department of Corrections (The GEO Group, Inc.(South Bay CF), Corrections Corporation of America (Bay CF/Graceville CF/Lake City CF/Moore Haven CF) and Management and Training Corporation (Gadsden CF)).
CORIZON	
Question #2	1. Section 7.29, page 179; Performance Guarantee: The performance bonding industry has changed dramatically over the past few years, requiring not only significantly increased premiums, but more importantly, requiring considerably higher levels of collateral to even obtain the bond. The end result is that bonds of this magnitude are difficult, if not impossible to obtain, very expensive, and could serve to limit competition. Our preliminary estimates from our surety company are that a bond of this magnitude, if obtainable at all, will cost in excess of $2 million annually. In addition, it is our understanding that there has NEVER been a performance called in the 32 year history that the contracted correctional healthcare industry has been in existence. Whatever the cost of the performance bond, the cost is simply passed on from the vendor to the state in the form of contract pricing, and given the fact there has never been a bond called, we believe this is a waste of taxpayer money. Furthermore, this is a cost that the state does not incur so when trying to compare costs of a vendor to that of the self operated state system, this significant additional cost on the part of the vendor presents an unfair comparison. Of the 13 statewide systems that we currently operate, only six of them require any kind of a performance bond at all. Of those six, the average bond amount is approximately 5% of the annual contract value and typically the higher the contract value the lower % of the contract amount required for the bond.

	Question: Will the Florida Department of Corrections consider removing this requirement or a reduction in the amount of the performance guarantee to no more than $25 million annually?
Answer #2	See Revised Page 179 for RFP #11-DC-8324, included with Addendum #3.
Question #3	1. Section 7.29, page 178; Performance Guarantee: The performance bonding industry has changed dramatically over the past few years, requiring not only significantly increased premiums, but more importantly, requiring considerably higher levels of collateral to even obtain the bond. The end result is that bonds of this magnitude are difficult, if not impossible to obtain, very expensive, and could serve to limit competition. Whatever the cost of the performance guarantee, the cost is simply passed on from the vendor to the state in the form of contract pricing, and given the fact there has never been a bond called, we believe this is a waste of taxpayer money. Furthermore, this is a cost that the state does not incur so when trying to compare costs of a vendor to that of the self operated state system, this significant additional cost on the part of the vendor presents an unfair comparison. Of the 13 statewide systems that we currently operate, only six of them require any kind of a performance bond at all. Of those six, the average bond amount is approximately 5% of the annual contract value and typically the higher the contract value the lower % of the contract amount required for the bond. *Question: Will the Florida Department of Corrections consider removing this requirement or a reduction in the amount of the performance guarantee to $10 million?*
Answer #3	See Revised Page 178 for RFP #11-DC-8325, included with Addendum #3.
Question #4	1. Section 7.29, page 178; Performance Guarantee: The performance bonding industry has changed dramatically over the past few years, requiring not only significantly increased premiums, but more importantly, requiring considerably higher levels of collateral to even obtain the bond. The end result is that bonds of this magnitude are difficult, if not impossible to obtain, very expensive, and could serve to limit competition. Whatever the cost of the performance guarantee, the cost is simply passed on from the vendor to the state in the form of contract pricing, and given the fact there has never been a bond called, we believe this is a waste of taxpayer money. Furthermore, this is a cost that the state does not incur so when trying to compare costs of a vendor to that of the self operated state system, this significant additional cost on the part of the vendor presents an unfair comparison. Of the 13 statewide systems that we currently operate, only six of them require any kind of a performance bond at all. Of those six, the average bond amount is approximately 5% of the annual contract value and typically the higher the contract value the lower % of the contract amount required for the bond. *Question: Will the Florida Department of Corrections consider removing this requirement or a reduction in the amount of the performance guarantee to $20 million?*
Answer #4	See Revised Page 178 for RFP #11-DC-8326, included with Addendum #3.
Question #5	1. Section 7.29, page 178; Performance Guarantee: The performance bonding industry has changed dramatically over the past few years, requiring not only significantly increased premiums, but more importantly, requiring considerably higher levels of collateral to even obtain the bond. The end result is that bonds of this magnitude are difficult, if not impossible to obtain, very expensive, and could serve to limit competition. Whatever the cost of the performance

	guarantee, the cost is simply passed on from the vendor to the state in the form of contract pricing, and given the fact there has never been a bond called, we believe this is a waste of taxpayer money. Furthermore, this is a cost that the state does not incur so when trying to compare costs of a vendor to that of the self operated state system, this significant additional cost on the part of the vendor presents an unfair comparison. Of the 13 statewide systems that we currently operate, only six of them require any kind of a performance bond at all. Of those six, the average bond amount is approximately 5% of the annual contract value and typically the higher the contract value the lower % of the contract amount required for the bond. *Question: Will the Florida Department of Corrections consider removing this requirement or a reduction in the amount of the performance guarantee to $10 million?*
Answer #5	See Revised Page 178 for RFP #11-DC-8327, included with Addendum #3.
Question #6	1. Section 7.29, page 178; Performance Guarantee: The performance bonding industry has changed dramatically over the past few years, requiring not only significantly increased premiums, but more importantly, requiring considerably higher levels of collateral to even obtain the bond. The end result is that bonds of this magnitude are difficult, if not impossible to obtain, very expensive, and could serve to limit competition. Whatever the cost of the performance guarantee, the cost is simply passed on from the vendor to the state in the form of contract pricing, and given the fact there has never been a bond called, we believe this is a waste of taxpayer money. Furthermore, this is a cost that the state does not incur so when trying to compare costs of a vendor to that of the self operated state system, this significant additional cost on the part of the vendor presents an unfair comparison. Of the 13 statewide systems that we currently operate, only six of them require any kind of a performance bond at all. Of those six, the average bond amount is approximately 5% of the annual contract value and typically the higher the contract value the lower % of the contract amount required for the bond. *Question: Will the Florida Department of Corrections consider removing this requirement or a reduction in the amount of the performance guarantee to $10 million?*
Answer #6	See Revised Page 178 for RFP #11-DC-8328, included with Addendum #3.
Question #7	2. Section 3.34, Page 78; Contractor Performance: Section 3.36, Page 123; Liquidated Damages: We understand and support the Florida Department of Corrections need to monitor the health services program and we welcome the opportunity to demonstrate the overall quality of our program through compliance with performance measures. It is important that the intent of the performance measures is a process to gauge the overall quality of the program and make the necessary improvements, similar to CQI, and not as a subjective punitive tool against the contractor for failing to live up to the stated performance measures 100% of the time. This is a human service being provided and errors are going to occur, but the performance measures should be used to address systemic errors, not individual human errors. The ideal contract monitoring structure is one based on mutual development between the Florida Department of Corrections and the vendor to work in partnership to ensure that a quality program is provided in accordance with the contract requirements as well as industry and community standards. Including the number of specific measures as detailed in the RFP, many of which have a performance

	threshold of 100%, and assessing liquidated damages in the amounts also included in the RFP, will require proposers to add significant costs to their pricing to account for anticipated damages when perfection is not achieved. *Question: Will the Florida Department of Corrections consider modifying the performance measures and associated liquidated damages to a) include standards of achievement that do not exceed 95%; and b) include maximum liquidated damages of $1,000 per performance measure?*
Answer #7	No, with the exception of Accreditation and Staffing. The performance measures are all based on requirements outlined in statute, rule, policy or health services bulletins. See revised Sections 3.36.1, and 3.36.2, on Revised Pages 123 and 124, included with Addendum #3.
Question #8	3. Section 3.34.1.5.9, Page 117; Staffing: Section 3.36.2.1, Page 123; Positions Not Staffed per Staffing Plan: Section 3.34.1.5.9 of the RFP includes a performance measure related to staffing with a threshold of 95% for each clinical position in each discipline at each institution after the first 60 days of the contract. We believe this to be reasonable measure of staffing performance and appropriate given the size of the Florida Department of Corrections system, although we would prefer to see this measured on an aggregate basis by region rather than by institution. This allows the vendor appropriate flexibility to move staff around between facilities as population fluctuates, facility missions change, infirmary census fluctuates, etc. and assumes a reasonable level of turnover, vacancies, paid time off, etc. will occur that cannot be back filled. However, Section 3.36.2.1 includes a penalty of $1,000 for any vacant day and/or shift. If we are interpreting this correctly, this means for example, if a clerk making $10/hour calls in sick and misses a shift, we are assessed a $1,000 penalty in lieu of the $80 plus benefits it would cost us to pay the clerk for an eight hour shift. As you can imagine in a system the size Florida Department of Corrections, sick time and vacant positions have the potential to be a daily occurrence. Such a penalty for failure to fill every shift will add significant costs to a vendor's proposed pricing. Based on the observations from the site tours the week of September 26, 2011 and October 3, 2011 it appears that current vacancy rates at some facilities are in excess of 50% compared to the expected contracting staffing per the RFP of 100%. To further illustrate the cost associated with such penalties, if there was just one unfilled shift at each of the 60 major facilities every day, this would result in associated penalties of almost $22 million annually. *Question: Will the Florida Department of Corrections consider deleting Section 3.36.2.1 from the RFP and use the 95% staffing threshold by region as the benchmark for staffing levels with paybacks for vacant positions based on the salary of applicable positions below the 95% threshold?*
Answer #8	No. However, the Department will allow the vendor to use locum tenens and other contracted agency staff to staff positions full time for a period not to exceed one week, without penalty. See revised Section 3.36.2, Staffing, on Revised Pages 123 and 124, included with Addendum #3.
Question #9	4. Section 5.11, Page 161; Price Proposal: The RFP requires vendors to provide a single capitated rate per inmate per day for Years 1-5 of the contract with a separate single capitated rate per inmate per day for Years 6-10. Requiring five years of a fixed per diem, with no increase, is not realistic given the fact we know health care costs are going to increase and the vendor's associated costs will increase over a five year period. In addition, projecting health care costs over a 10 year period is not something any health care company can do effectively. This could create a scenario where a vendor submits an artificially low bid in order to win the business, knowing that at some point they will have to go back to the Department of Corrections to negotiate increased compensation. a. *Question: Will the Florida Department of Corrections consider modifying the requested pricing to include a maximum of three years of fixed pricing, with some mechanism for vendors to adjust pricing annually to account for inflation?*

	b. Question: Will the Florida Department of Corrections consider adjusting the vendor's proposed pricing annually based on some known formula, such as the increase in the health care component of the Consumer Price Index? *c. Question: Please provide the formula the Florida Department of Corrections will use to measure the requirement for a 7% savings over the 2009/2010 costs. Please explain how the department plans to measure the required 7% savings when vendors have to provide a five year fixed per diem price?* *d. Question: Will the measurement for savings be calculated on a per diem basis or total cost basis?* *e. Question: Given ongoing healthcare inflation, shouldn't the measurement be calculated on the first year of the contract only and adjusted according to an agreed upon rate of increase year over year for the life of the contract?* *f. Question: Will the Florida Department of Corrections consider modifying the required pricing to include different pricing by year so a fair and accurate comparison can be made between the vendors first year price and your 2009/2010 costs to measure if the 7% savings has been achieved?*
Answer #9	a. No b. No c. The 7% savings will be based on FY 2009-2010 expenditures. d. Total cost basis e. No f. No
Question #10	5. Section 3.34.1.5.9, Page 117; Staffing: During facility tours most reported staffing vacancies of 40 to 60% in nursing, physician, and other positions. *Question: Given this significant vacancy rate and considering the time required to hire, train and orient new employees, will the Florida Department of Corrections consider allowing more than 60 days to achieve required staffing levels?*
Answer #10	No. The vendor(s) will have the opportunity to hire existing DOC staff and utilize contracted staffing options to staff positions full-time. Part time employees will not count toward the total unless under exceptional circumstances as approved by the Department.
Question #11	6. Section 3.36.2.1, Page 123; Positions Not Staffed per Staffing Plan: During facility tours most reported staffing vacancies of 40 to 60% and that facilities are not currently allowed to utilize overtime. *Question: Since the shared goal of both Florida Department of Corrections and the contractor is to provide services to offender patients, will the department consider staffing requirements based on cumulative hours for each position category? For example if a facility requires 2 RNs for a total of 80 RN hours per week, and one nurse is out sick for 8 of those hours, could the contractor utilize 8 hours of overtime to fill the hours?*
Answer #11	Yes. However, overtime will be restricted per Fair Labor Standard Act and shall not exceed 20 hours per week per employee. See Answer #8.
Question #12	7. Section 3.36.2.1, Page 123; Positions Not Staffed per Staffing Plan:

	During facility tours, most reported staffing vacancies of 40 to 60%. While contractors do not wish to utilize agency or locums tenums, they may be necessary in the short term to meet patent service needs. The current payback system does not recognize agency or locums tenums staffing. This could inadvertently lead to the contractor either budgeting this additional expense which is not consistent with the department's desire for cost savings, or force the vendor to work with a shorter staff which is not consistent with good patient care and outcomes. a. *Question: Will the Florida Department of Corrections allow staffing to be measured on hours provided, per job description?* b. *Question: Will the Florida Department of Corrections count agency and locums hours toward this goal?*
Answer #12	a. Based on job description. b. See Answers #8 and #11.
Question #13	8. Section 3.3.13, Page 24; Inpatient Hospital Services: During the facility tours, all facilities reported it was common practice to send patients with high medical acuity, including the need for in-patient hospitalization and specialty clinics to the Reception and Medical Center (RMC). Florida State Prison West Unit also reported being an overflow for high acuity patients that received services at RMC. a. *Question: In the event of multiple awards to different vendors, each with different regions, how will the Florida Department of Corrections prevent a disproportionate share of high acuity patients from being shifted to the contractor providing services in Region II?* b. *Question: In the event of multiple awards to different vendors, each with different regions, how will Utilization Management be completed and coordinated amongst multiple vendors?* c. *Question: Would the Contractor for Region II make the final UM decision?* d. *Question: How would disagreements regarding UM approval be resolved?*
Answer #13	In Section 3.3.13 of the RFPs, the vendors were asked to submit two options for hospital services: one plan that may include the use of RMC hospital and other community hospitals for hospital services; and a second plan that that includes the use of community hospitals only. The answers to the questions outlined above will be contingent upon the option that is chosen. However, the Department will retain all final decision-making authority for issues involving inmate assignments, inmate movement and utilization management. DOC's Office of Health Services will work collaboratively with DOC Classification and the vendors to ensure a fair distribution of inmates in accordance with the established per diem. See revised Section 3.3.13, on Revised Page 25, included with Addendum #3.
Question #14	1. Section 4.2.6, Page 137; Calendar of Events: Based on the current calendar of events, there will only be five working days between when answers to questions are released to the Vendors and the deadline for proposal submission on November 7, 2011. *Question: Will the department consider a minimum of fifteen (15) working days between the date answers to questions are released and the date when proposals are due? Will the Department consider an extension to November 21, 2011 based on the current calendar of events?*
Answer #14	See revised Section 4.2, Calendar of Events, on Revised Pages 136 and 137, included with Addendum #3.
Question #15	2. Section 5.4, Page 148; Tab 4 – Project Staff:

	On page 148 of the RFP (within Tab 4), it states that the proposer should provide the required information regarding our proposed project staff behind Tab 5. *Question: Should this RFP language read "behind Tab 4?*
Answer #15	Yes. See Revised Page 148 for RFP 11-DC-8324, and Revised Page 147 for RFPs 11-DC-8325 through 8328.
Question #16	3. Legal Clarifications: *Question: Are there any consent decrees and/or court orders that impact or govern any aspect of the health care services to be provided at any of the facilities in any Region?* *If so, will the Department provide a copy of any such consent decree or court order prior to submission of the Proposal?*
Answer #16	There are no consent decrees and/or court orders that impact or govern any aspect of the health care services to be provided in any Region.
Question #17	4. Section 5.6.7, Page 156; Access to Care: *a. Question: Please identify the two Department secure institutions referenced in item #2 in this section of the RFP.* Item #4 in this section of the RFP appears to require a list of names and resume for each staff member proposed. Given you currently have approximately 2,800 employees providing health services and the fact RFP regulations preclude contact with existing staff other than the procurement manager, this requirement appears impossible to fulfill. *b. Question: Will the Department consider modifying this requirement to include job descriptions for each position proposed in lieu of a list of names and resumes?*
Answer #17	a. The two secure hospital units are located at Memorial Hospital Jacksonville (Jacksonville, FL) and Kendall Regional Medical Center (Miami, FL). b. Yes. However, the Department will need the names and resumes of any proposed members of the management team.
Question #18	5. Section 5.2.12, Page 145; Transmittal Letter with Executive Summary: *Question: Is the Department aware of any required state or federal licenses, permits or registrations beyond those specifically outlined within the RFP that relate to the services provided under this RFP?*
Answer #18	No, but it is the Contractor's responsibility to have the proper state and federal licenses, permits, etc. The Contractor will submit current copies of all state and federal licenses as outlined in the RFP to include, but not limited to, business and professional licenses that cover individuals, equipment and/or commodities required to perform the necessary services under the document.
Question #19	6. Section 5.6.25, Page 160; Statement of Acceptance: *Question: Can you please clarify the statement "The Contractor attested that they shall not terminate the contract during the initial period based upon monetary losses and acknowledged that termination for this purpose shall result in damages assessed at the full contract compensation to the State payable within 90 days of notice by the Contractor." We do not see any such attestation or acknowledgment in the RFP?*
Answer #19	See revised Section 5.6.25, Statement of Acceptance, on Revised Page 160, included with Addendum #3.
Question #20	7. Section 7.4.2, Page 169; MyFloridaMarketPlace Transaction Fee: *Question: Given the fact this contract will be in the hundreds of millions of dollars, is there a cap on the*

	total dollar amount of the 1% transaction fee?
Answer #20	The Transaction Fee Exemption is approved for this contract. Therefore, the 1% transaction fee is waived. See revised Section 7.4.2, on Revised Page 169 for RFP 11-DC-8324, and Revised Page 168 for RFPs 11-DC-8325 through 8328.
Question #21	8. Section 5.3.2.4, Page 147; Narrative/Record of Past Experience: *Question: What time frame should be used for reporting past liquidated damages?*
Answer #21	5 Years
Question #22	9. Section 3.3.3, Page 20 - 21; Infirmary Care: *a. Question: Is there currently a Hospice program in place? If so, which facility?* *b. Question: Does the requirement to maintain preventative maintenance programs on space and equipment include negative pressure units?*
Answer #22	a. The Department currently services inmates with complex medical needs (including palliative care) at RMC, CFRC South, SFRC F Dorm and Zephyrhills. b. Yes the vendor would be responsible for negative pressure room. See Exhibit O, Contracts – Statewide, Contract #C2580, CSC of Central Florida concerning preventative maintenance on medical equipment.
Question #23	10. Section 3.3.4, Page 21; Health Appraisals & Assessments: *Question: Are routine verbal screenings or actual audiograms part of the 72 hour health appraisal?*
Answer #23	Verbal screenings are part of the 72 hour health appraisal.
Question #24	11. Section 3.3.19, Page 26; Off-site Transportation: *Question: Will the Florida Department of Corrections consider deleting Section 3.36.2.1 from the RFP and use the 95% staffing threshold by region as the benchmark for staffing levels with paybacks for vacant positions based on the salary of applicable positions below the 95% threshold?*
Answer #24	See Answers #8 and #11.
Question #25	12. Section 5.11, Page 160; Price Proposal: Except for radiotherapy – the contractor shall be required to pay the sum of 250.00 per inmate trip over 45 miles on the officer's mileage log for every trip made. *Question: Does this include transfer of an inmate patient from one facility to another where transferring to a higher level of infirmary care could result in savings?*
Answer #25	Inmate transfers/movements/referrals between institutions for security and/or health related needs are not applicable to this issue. In addition, the Department has determined that transfer mileage will be changed to 50 miles round trip before any charges are assessed. See revised Section 3.3.19, Off-Site Transportation, on Revised Page 26, included with Addendum #3.
Question #26	13. Section 3.19.4, Page 60; Private Correctional Facilities: *Question: How many inmates were transferred from the private correctional facilities in 2010? What was the average length of stay? How many were housed in specialty units or infirmaries?*
Answer #26	This Information is not available. However, the contractor's responsibility under this section is to coordinate with the private prison contractor when the transfer occurs to insure continuity of

	care.
Question #27	14. Section 5.6.15, Page 159; Suicide and Self-Injury Prevention: The RFP requires the vendors to provide specific data from other state correctional mental health care facilities along with suicide rates in all mental health care contracts the Proposer currently serves. *Question: Will the Florida Department of Corrections please clarify what specific "data" other than suicide rates is required?*
Answer #27	Evidence of training which emphasizes an integrated, collaborative approach to suicide prevention.
Question #28	15. Section 3.5.15, Page 40; Psychology Doctoral Internship Program: The Florida Department of Corrections funds four interns (4) per year. Interns work at several facilities during the year and are supervised by at least three different Florida licensed psychologists. The successful Contractor shall fund and incorporate the internship training director and the interns into the mental health services delivery system in order to satisfy the internship requirements. a. *Question: Will the Vendor be fully responsible for running this training program and for providing the 3 different Florida licensed psychologists?* b. *Question: Will the Vendor be responsible for funding the training director position and the three interns?*
Answer #28	a. The vendor will work collaboratively with the Department to ensure compliance with the accreditation requirements of the American Psychological Association. The supervision by the psychologists for the interns and residents will be part of their assigned duties. b. The Contractor will be responsible for funding the training director, 4 interns, 2 residents, and 1 data entry operator.
Question #29	16. Section 5.6.10, Page 158; Description of Special Program Areas: The RFP states, "Describe in detail what the Proposer is doing in other state correctional health contracts". *Question: If there is no statewide vendor but the Proposer/Vendor holds the contract for mental health in several prisons in that state, can this data be used to respond to this question (i.e. BH in FL region IV)?*
Answer #29	Yes, excluding Florida Department of Corrections' contracts.
Question #30	17. Section 5.6.2.14, Page 153; Clinical Services/Outcomes: The RFP states, "How will the Proposer schedule and supervise psychiatric services and psychiatrist participation? *Question: How will the Proposer ensure the availability of on-site psychiatrists? Is the second part of the requirement referencing recruitment and retention?*
Answer #30	Psychiatric services must be provided in accordance with HSB 15.05.19.
Question #31	18. Section 3.3.14, Page 25; Specialty Care: The RFP requires the vendors Utilization Review process to be in accordance with established

	Department policy and procedures. *Question: Please provide a copy of the Florida Department of Corrections policy and procedures for Utilization Review/Utilization Management.*
Answer #31	The requested information is contained in HSB 15.09.04 and attachments, which is provided in the Exhibit C, Policies Procedures Rules Bulletins Manuals Forms, Health Services Bulletins-Policies, Clinical Quality Management.
Question #32	19. Section 3.4.2.6, Page 30; Dental Exams: The RFP requires the topical application of fluoride to be included as part of the dental treatment plan for all youthful inmates. *Question: Please define the actual age of "youthful inmates".*
Answer #32	For purposes of this RFP, Youthful Offenders receiving dental care are considered inmates under the age of eighteen (18).
Question #33	20. General Dental Clarifications: a. *Question: In Region IV, the staffing plan lists two dentists at Glade Correctional Facility. Is this correct? It is our understanding that Glade is closing, when is the projected date and where will the inmates be transferred once this facility closes?* b. *Question: There are currently no Dentist hours at Indian River Youth. Does the dentist from Martin go to Indian River to provide services? If not, how are dental services currently being provided at Indian River Youth?* c. *Question: In Region I, Jefferson CI DDS contracted out, who is expected to pay for this position?* d. *Question: In Region III, there are no DDS hours at Hillsbourgh CI, does Polk or Zephyrill cover Hillsbourgh? If not, how are dental services currently being provided at Hillsbourgh?* e. *Question: In Region III, there are no DDS hours at Putnam CI, does the dentist at Gainesville cover Putnam? If not, how are dental services currently being provided at Putnam CI?* f. *Question: In Exhibit D, RMC Scope of Services states one contract oral surgeon and one OPS oral surgeon. Who is expected to staff these positions?* g. *Question: RMC, in the staffing plan there are no oral surgeons, periodontics or endodontics listed. It is our understanding that these services are provided currently at RMC. Please clarify, number of dental specialists on site and off site, number of hours provided and who is expected to pay for the specialists services?* h. *Question: Similar to the question above, nowhere in the staffing plans (state wide) are any dental specialists listed. Do other facilities/reception centers state wide; staff and provide specialists services? If so, please provide specialty, FTE's and who compensates these specialists.*
Answer #33	a. When the RFP was written there were two Senior Dentists at Glades CI. That was recently changed to one Senior Dentist and one Dental Hygienist. Glades CI is projected to close December 1, 2011. Dental care for all inmates housed at satellite facilities currently assigned to Glades CI will be provided at Martin CI. One Senior Dentist and one Dental Assistant will be added to the dental staff at Martin CI based on the increased workload. b. The Dentist at Martin CI also provides dental care at Indian River CI. Indian River CI has a part-time OPS Dental Assistant.

	c. Currently the Florida Department of Corrections pays the contract dentist at Jefferson CI. The contract vendor will be responsible to pay for all dental staff employed at Jefferson CI. d. Dental services at Hillsborough CI are provided by the Dentist from Hernando CI. Hillsborough CI has a full-time Dental Assistant. e. Dental Services at Putnam CI are provided by the Dentist from Gainesville CI. Putnam CI has a full-time Dental Assistant. f. The OPS Oral Surgeon is a FDOC employee and is paid an hourly wage and the Contract Oral Surgeon is paid per an agreed upon fee schedule, based on actual procedures done. The contract vendor is responsible to pay for all dental staff and on-site and off-site dental care including the Oral Surgeons. Section 2.6 of the RFP lists items the contract vendor is responsible for. g. Currently RMC has a part-time OPS Oral Surgeon who typically works three days per week and a Contract Oral Surgeon who works on an as needed basis for cases that cannot be handled by the RMC Oral Surgeon. Specialized endodontic care is provided on-site at RMC thru an agreement with endodontic post-graduate dentists from the University of Florida College of Dentistry. Any specialized dental care not available at RMC is done by referral to the University of Florida College of Dentistry or Nova Southeastern College of Dental Medicine. Currently Region IV is referring most specialized cases to Nova Southeastern College of Dental Medicine rather than RMC. Currently the OPS Oral Surgeon is paid an hourly wage and the Contract Oral Surgeon is paid per an agreed upon fee schedule based on actual procedures done. The contract vendor will be responsible for all on-site and off-site dental costs. h. The only dental specialists are located at RMC; Oral Surgery and Endodontics. Other specialized dental care is available by referral to the University of Florida College of Dentistry or Nova Southeastern College of Dental Medicine. The contract vendor will be responsible for all on-site and off-site dental costs.
Question #34	21. Section 3.7.1, Page 41; General Pharmaceutical Services: The Department of Corrections has implemented a system whereby certain of its HIV and HCV inmate population is under the care of a 340B Covered Entity and is thereby Eligible for 340B pharmaceutical pricing. The RFP states that the pharmaceutical subcontractor will be required to provide all pharmacy services. *a. Question: Will the successful Vendor be required to assume risk for the provision of HIV/HCV medication for the inmate population or will these medications be a "pass through" cost to the State of Florida?* *b. Question: Is it the intent of the State to expand its existing 340B pricing to all HIV/HCV facilities within the state?* *c. Question: Will the pharmacy subcontractor be responsible for dispensing HIV/HCV medication and for the provision of 340B price reconciliation or will the state procure these medications separately?* *d. Question: Is the Vendor financially responsible for those HIV/HCV costs that are not under 340B pricing?*
Answer #34	a. The vendor will be required to assume risk for the provision of HIV medications for the inmate population not enrolled in the DOH STD/HIV program and prescribed by DOH clinicians. The vendor will be responsible for all HCV treatment including medications.

	b. No. However, the Department is beginning to transfer some HIV+ inmates who are not being served by the County Health Departments to existing 340b institutions. c. The DOH will dispense covered STD/HIV medications for inmates enrolled in the DOH STD/HIV program. Currently no HCV medications are covered by DOH. The vendor will be responsible for all HCV treatment including medications. d. Yes
Question #35	22. Section 3.27.7, Page 67; Administrative Requirements, Space, Equipment & Commodities: *Question: Please provide the current cost of the Department's pharmacy inventory.*
Answer #35	Inventories at institutional medication rooms are being provided at RFP Questions & Answers Documents\Pharmacy Data. See Answer #447
Question #36	23. Clarifications from Site Tours: It is our understanding following site tours that 90 days of HIV meds are being provided for HIV+ offenders upon release. The RFP states "30 Days" of meds will be sent with inmates leaving the Department of Corrections system. *Question: Who will be responsible for the additional 60 days of meds should the expectation remain 90 days?*
Answer #36	The Department does <u>not</u> provide 90 days of EOS meds. DOC provides 30 days of EOS HIV medications in compliance with Section 945.355 Florida Statutes, and this will be the Contractor's responsibility.
Question #37	24. General Pricing Clarification: In reference to Attachment 11, and Exhibit A; it is our understanding that Graceville CF, is currently operated by a private prison provider and is not included in the RFP for medical services. Exhibit A, Facility Profiles does not show Graceville which would seem to support that this facility is not included. However, Attachment A, Single Capitation Rate, has Graceville CF included. *Question: Can you please verify that Graceville CF is not included in any of the RFPs for pricing purposes?*
Answer #37	Graceville CF is not included in this RFP.
Question #38	25. Section 2.6, Page 13; Pricing Methodology: This section of the RFP indicates if the Contractor is not awarded the pharmaceutical services component, the Department's cost of non-formulary and emergency medications will be adjusted from the monthly payment. *a. Question: Why does this not include formulary medication also? Does the carve out for pharmaceutical services only apply to non-formulary and emergency medications?* *b. Question: Please provide the expected cost of the Health Service Contract Monitors (number of Monitors and Annual Salary) that will be deducted from the monthly payment to the Contractor.* *c. Question: Please provide the total % of HIV/STD positive inmates (compared to the total DC HIV/STD population) that were covered by the Florida Department of Health's 340b pricing included in your 2009/2010 costs and the % covered year to date in 2011.* On Page 15, section 2.6 the RFP mentions several requirements including "ability to provide digital

	radiology within 1 year of execution of contract". *d. Question: Does the current dental x-ray equipment in use at the facilities have digital capability today?*
Answer #38	a. If the department retains Pharmacy Services, formulary medications will be covered by the Department, except as indicated as carve outs in the RFP. b. Each regional health services monitoring team will be comprised of clinical and administrative staff. There will be 25 FTE total for all 4 regions, with 6 ½ FTE per region for Regions I and II, and 6 FTE for Regions III & IV (regions I & II will split an additional mental health monitor). Total cost statewide is $2,333,000 in salary and benefits, as follows: Regions I and II - approximately $609,500 per year in salary and benefits; Regions III & IV - approximately $557,000 per year in salary and benefits. c. As of September 16, 2011, approximately 1737 of the 2838 HIV+ inmates that are housed at DOC institutions are being served at existing 340b sites (61%). d. No Department dental clinic currently has digital radiographs. The majority of current dental x-ray machines should be able to be used to expose digital radiographs depending on what digital imaging system and sensors the contract vendor purchases. See RFP Questions & Answers Documents, FDOC Dental Panorex.
Question #39	26. Section 3.3.13, Page 24; Inpatient Hospital Services: Contractors are requested to submit two options for hospital services, one that includes the use of RMC Hospital and a second that includes only the use of community hospitals. *Question: Does the department require a full set of detail pricing sheets for both options, or just a footnote in the pricing proposal that provides the change, if any, to the capitation rate when the RMC facility is closed?*
Answer #39	See revised Price Information Sheet, on Revised Page 196 for RFP 11-DC-8324, and Revised Page 195 for RFPs 11-DC-8325 through 8328, and Added Page 196A for RFP 11-DC-8324, and Added Page 195A for RFPs 11-DC-8325 through 8328.
Question #40	27. Section 3.30.2, Page 69; Background/Criminal Records Checks: *Question: Please provide the cost of the Department's background/criminal records check.*
Answer #40	CREDENTIALING COST FOR BACKGROUND CHECKS: a. NCIC/FCIC Criminal background checks are conducted through the Department's Emergency Action Center at no charge. NCIC/FCIC are conducted for all new hires and then every one-two years, or at the Department's discretion, or as they come up for reassignment. b. National Practitioners Data Bank (NPDB) -- $4.75 each --- done as above for all physicians, psychiatrists, dentists and PA'S (who got their PA license through the strength of an M.D. Degree.) c. Federation of State Medical Boards (FSMB) - done as above for all physicians, dentist and all PA'S. For each occasion there is a flat $30 set-up charge plus $3.00 per practitioner inquiry charge.
Question #41	28. Section 6.2.6, Page 166; Phase 6 – Review of Price Proposals (Category 4): *Question: Will the evaluation of price proposals be based on the initial 5 year contract term, the total 10 year contract term, or some other time period? Please clarify.*
Answer #41	On the initial 5 year contract term.

Question #42	29. General Pricing/Data Request: a. *Question: Please provide a medical claims detail file for all inpatient and outpatient encounters for the last fiscal year (2010-2011). Please include the following:* 1) *Inmate Identifier* 2) *Date of Service* 3) *Admit and Discharge dates for Inpatients* 4) *Place of service* 5) *Provider name* 6) *Provider specialty* 7) *CPT Code* 8) *Revenue Code* 9) *3 ICD9 Diagnosis codes* 10) *DRG codes (where applicable)* 11) *Billed Amount* 12) *Paid Amount* b. *Question: Please provide the number of Emergency Room runs broken out by region for the last two fiscal years (2009-2010 and 2010-2011).*
Answer #42	a. Unable to provide patient-specific identifiers due to HIPAA 1 – 6. Refer to Exhibit 9e for inpatient data regarding questions 2 – 5 & 9 Refer to Exhibit 9d and new consult report for outpatient data regarding questions 2 - 6 & 9. 7 – 11 U.M. does not track CPT codes; Revenue codes; DRG Codes; billed and/or paid amounts 12 See RFP Questions & Answers Documents\Data\Total Expenditures by Location FY 2009-2010 Revised Summary.xls b. See RFP Questions & Answers Documents\UM Data
Question #43	30. Section 3.15, Page 50; Telehealth: a. *Question: In a hosted telemedicine environment, and the need for multi-point conferencing required by the use of a video gateway, would the video gateway be considered the property of the DOC?* b. *Question: In a private MPLS network provided by the Vendor, the Vendor leases the network lines and network facing equipment from a carrier; would the Florida Department of Corrections view this equipment as the Departments property or the Vendors property?* In consideration of physical locations and difficult to recruit areas, telemedicine can be a useful adjunct (but not replacement for) onsite primary care physician services that would improve the ability to provide primary care coverage and create a mechanism to enhance the clinical quality of primary care providers. c. *Question: Will the Department allow for onsite primary care physician coverage to be conducted via telemedicine under conditions to be mutually agreed upon by the Department and the medical vendor? Such conditions may include the following terms that are not all inclusive and subject to mutual agreement as previously noted:* • *Establishing a policy and procedure* • *Mechanism for primary care telemedicine peer review* • *Training program for primary care telemedicine providers and support personnel* • *Documentation into the EHR* • *Primary care telemedicine specific Quality Assurance program* • *Minimum threshold of required onsite primary care physician services*
Answer #43	a. & b. Not if was purchased by the Contractor. See Section 3.27.3 "…equipment purchased by the Contractor, except inventory list replacements, shall remain the property of the contractor

	after expiration or termination of the Contract." c. Section 3.15, Telehealth, has been deleted, this will be considered as a value added feature. See Revised Pages 50 and 51, included with Addendum #3.
Question #44	31. Section 3.16, Page 51-57; Computer and Information Systems: a. *Question: Can you please define the requirements for the "automated, integrated tracking and reporting system"? What systems and information should be available in this reporting system?* b. *Question: In regards to software licenses, since some companies like Microsoft do not allow licenses to transfer from one company to another, will the contractor be allowed to purchase these in the DOC's name as a pass through cost? This can alleviate a lot of transition issues at the end of a contract* c. *Question: Will the DOC accept HL7 and NCPDP as valid transactions for interfacing?* d. *Question: Please identify the Work Camps, Forestry Camps, Road Prisons, and Re-Entry Centers that share a common network wiring infrastructure with Major Institutions.* The RFP states that the EHR must integrate and exchange encounter data in XML format including documentation version control and signature encryption. e. *Question: Does the Department have a specific need or requirement regarding this data such as integration with a Health Exchange or RHIO?* f. *Question: Is the Department's email server capable of using TRANSPORT LAYER SECURITY (TLS) encryption?* The RFP states that the EHR must be able to exchange data with other systems as approved by OIT and OHS. g. *Question: Can the Department identify the systems that will need to exchange data with the EHR as part of the initial deployment? Please include a list of unique systems requiring interfaces including Offender Management, Lab, Pharmacy, and Digital Imaging.* h. *Question: Does the Department have any requirements regarding the integration protocols that must be used? Will the Department support standard interface protocols including HL7, NCPDP for integration with various systems including Offender Management Systems, Lab Systems, and Pharmacy System?* The RFP states that the EHR must be able to combine patient records including scanned documents and dynamic (keyed) data entry document types. i. *Question: Please confirm that dynamic (keyed) data entry document types are common EHR documents such as structured progress notes, orders, telephone encounter notes, etc... If this assumption is incorrect, please specify what is meant by this requirement.* The Department states that the contractor must not utilize a Virtual Private Network (VPN). j. *Question: Will the Department allow an exception for using VPN when the main network is down or during a Disaster Recovery/Business Continuity incident?* k. *Question: Would the Department approve the use of a Private MPLS secure network to connect from*

	the DOC facilities to the hosted (EHR) application? l. *Question: If regions are awarded to different contractors, how does the department intend to handle deployment of the EMR? Will there be a single solution and what contractor(s) will be responsible for implementation and cost?* The RFP states that the contractor must not utilize a Virtual Private Network (VPN). m. *Question: Would the Florida Department of Corrections approve the use of a private MPLS secure network to connect from the facilities to the hosted (HER) application?*
Answer #44	a. Answer to be furnished in later addendum. b. No, see section 3.16. The Vendor is responsible for obtaining the proper licenses. The Department cannot purchase licenses for a private company. c. The Department will accept HL7; however, the Department will need to review the version number and layout before approving the format. Please see sections 3.31.1 and 3.16.6.1 for more information. d. The vendor is responsible for defining and establishing their own data network and data (Internet) communications. e. The data must integrate with existing Department systems: i.e., OBIS. f. Yes g. At a minimum, the vendor must provide capabilities as described in section 3.16.6.1. This capability shall allow data exchanges to occur with the Offender Based Information System (OBIS). However, other exchanges of data are dependent on the negotiation with the selected vendor. Please see section 3.31.1 and 3.16.6.1 for more information as well as references to CARP and OBIS in section 3.34.1 Performance Outcomes, Measures, and Standards. h. The Department requires that the Vendor system integrate with OBIS. The Department will accept HL7; however, the Department will need to review the version number and layout before approving the format. i. Answer to be furnished in later addendum. j. No, the standard is to use a VPN to connect into the Department's network. The Department does not allow a direct connect into systems that would provide a feasible alternative to circumvent an outage to the network. k. The Department may approve a separate network that meets the standards required by the Department of Management Services and any CJIS security policies. l. If multiple Vendors are selected, then each can use their own EHR system. The Vendors, at their own cost, will be responsible for integrating their systems to each other. m. The Department will approve a separate network that meets the standards required by the Department of Management Services and any CJIS security policies.
Question #45	32. Section 3.31, Page 71; Offender Based Information System (OBIS): a. *Question: Please specify the types of data the Florida Department of Corrections will require and in what format.*

	b. *Question: Please provide the estimated Vendor cost associated with use of the OBIS system?* c. *Question: How does the Department expect the vendor to access the OBIS system (e.g., Department supplied workstations, vendor supplied workstations, etc...)? If OBIS will be accessed through vendor workstations, what additional software such as a terminal emulator will be required and will the software be supplied by the Department or will the vendor be required to purchase the software?*
Answer #45	a. The Department will accept HL7; however, the Department will need to review the version number and layout before approving the format. This capability shall at a minimum allow data exchanges to occur with the Offender Based Information System (OBIS). However, exchanges of data will be determined prior to contract execution. Please see section 3.31.1 and 3.16.6.1 for more information as well as references to CARP and OBIS in section 3.34.1 Performance Outcomes, Measures, and Standards. b. The Department does not have an estimate for the cost. The Contractor shall have an account number associated with their company and each contracted staff person working for the Contractor shall have that account number tied to them while using OBIS. All CPU utilization under that account number will be tracked in OBIS, summed at the end of every month, and calculated as a percentage of all the CPU utilized for that month in OBIS. This percentage will then be applied to the OBIS service bill cost we receive from the State's Shared Resource Center. This cost will then be deducted in the monthly payment made to the Contractor by the Department. c. See the following sections: 3.16.1 Corporate Access to the Departments Network, 3.16.2 LAN to LAN Connections and 3.16.3 Outside Entity Obligations.
Question #46	33. Section 3.3.19, Page 26; Off-Site Transportation: There are approximately 10 facilities that do not have a hospital within 22.5 miles. a. *Question: Will the $250 penalty for off-site round trips over 45 miles be waived for those facilities?* b. *Question: Excluding radiotherapy services, please provide the number of trips that exceeded 45 miles on the officer's mileage log for each of the past three years.* c. *Question: Does the stated penalty for off-site round trips over 45 miles include ER trips?*
Answer #46	a. See revised Section 3.3.19, Off-Site Transportation, on Revised Page 26, included with Addendum #3. This section has been changed to reflect 50 miles round trip, before charges are assessed. b. Information unavailable. c. Yes, unless directed by the Emergency Management System (EMS) Note: Inmate transfers/movements/referrals between institutions for security and/or health related needs directed by the Department are not applicable to this issue. In addition, the Department has determined that transfer mileage will be changed to 50 miles round trip before any charges are assessed.
Question #47	34. Section 3.25.4, Page 65; Final Implementation Plan and Transition Date Schedule: This section of the RFP requires completed implementation by 12:01 a.m. on June 30, 2012. Section 3.25.7 requires completed implementation by 12:01 a.m. on July 1, 2012. *Question: Please clarify which date is to be used for completion of implementation.*

Answer #47	12:01 AM by July 1, 2012
Question #48	35. Section 3.34.1, Page 78; Performance Outcomes, Measures, and Standards: *Question: Can the Florida Department of Corrections provide a current baseline assessment for each of the performance indicators described in the RFP?*
Answer #48	No. The Department does not currently have an outsourced model of health care, so we do not have baseline assessments for these indictors. In the past, the Department's health care systems and services have been reviewed internally through a quality management process, and externally by the Correctional Medical Authority (CMA). All CMA findings were addressed through corrective action plans (CAPs). The CMA CAPs were not closed until 100% compliance was achieved and approved by CMA. The Correctional Medical Authority was statutorily abolished in July 2011 and no longer exists. The performance measures include in this RFP are based on applicable statutes, rule, polices, health services bulletins and care manuals and were reviewed by representatives from DOC, the Department of Health, the Agency for Health Care Administration and the Department of Management Services.
Question #49	36. Section 3.18, Page 59; 340b Special Care Program: *Question: Is it the Departments intention that providers in the specialty care program as well as any other contracted or interagency program staff be expected to train on, and utilize the electronic health record implemented by the contractor?*
Answer #49	No
Question #50	37. General Staffing Question: *Question: Is the Vendor required to hire/transition all current employees or merely give all current employees the opportunity to be interviewed should they be interested in employment?*
Answer #50	Pursuant to the proviso language, Department of Corrections employees shall be given "first preference for continued employment with the contractor." The Department interprets this to be more than just the opportunity to be interviewed. See Section 2.2 and 3.25
Question #51	38. All Facilities: a. *Question: Please provide clarification on meaning of Registered Nurses must do all health assessments. (i.e. is intake considered an assessment, triage considered an assessment, etc.)* b. *Question: What are the data entry requirements for medical services in the offender management system (OBIS)?* c. *Question: Spectra partnership agreement – please verify if the phlebotomist is provided as part of that contracted service or provided by the site as part of their staffing matrix?* d. *Question: Please verify by institution the specific work release and offsite camps that are serviced by other facilities. Also, please verify staffing coverage that is provided onsite at each of those facilities.* e. *Question: Please describe the responsibility of medical and/or mental health staff in the process for monitoring suicidal inmates?* f. *Question: Regarding mental health & dental records – it was noted at some facilities that medical and mental health records appeared to be separate from the medical record. Is the record supposed to be in a combined comprehensive medical record? Please verify.* g. *Question: Regarding dental care – it was noted at one of the facilities that routine dental care wait*

	times were up to 18 months. Please verify what the average wait times by facility is averaging for routine vs. urgent care needs? h. *Question: Please verify electronic documentation (i.e., pharmacy ordering/refills, utilization management, scheduling of appointments for onsite/offsite clinics, lab ordering/results, etc.) that is currently being done statewide. Is this currently being done statewide or only at some institutions? Please name the select locations if not statewide.*
Answer #51	a. The intent is that nurses must practice within their scope of practice. If the licensed nurse is not trained to perform a specific task then they should not be assigned the task unless they are properly trained. b. Please see section 3.31.1, as well as references to CARP and OBIS in section 3.34.1 Performance Outcomes, Measures, and Standards. c. Spectra Laboratories d/b/a Spectra Diagnostics provides phlebotomists at selected institutions as part of their contract. d. See Exhibit A-Staff is provided by the designated Major Institution. e. See Exhibit C – must be in accordance with Procedure 404.001. f. All Health Care Record components, which include all medical and mental health records are placed together when the inmate transfers or is released. Only the dental record component of the inmate's Health Care Record is kept in the dental clinic. See Exhibit C – HSB 15.12.03 Appendix F concerning Mental Health Records and HSB 15.05.17 concerning filing and maintaining security of raw psychological test data and psychological test protocols. g. FDOC has no waiting times for emergent dental care. Urgent dental care needs are addressed as soon as possible and not normally placed on waiting lists. FDOC does track initial dental waiting times after an inmate request routine/comprehensive dental care and the waiting times between appointments for those requests. See RFP Questions & Answers Documents, Dental Waiting Times for the times as on October 1, 2011. h. Pharmacy: All facilities fax new prescriptions to the regional pharmacies. Major institutions may submit refills electronically through the pharmacy software system. Facilities without cips access fax refill requests to the pharmacies.
Question #52	39. Facility – NWFRC: a. *Question: Are intakes and transfers done on the off-shifts/weekends at NWFRC?* b. *Question: For the Main Unit at NWFRC, are the 11 Master's level psych specialists FTE's or bodies?*
Answer #52	a. Not routinely b. As of 10/20/11, there are 16 Career Service Behavioral Spec and 2 OPS Behavioral Specs assigned to NWFRC
Question #53	40. Facility – Santa Rosa: a. *Question: Please verify the staff dedicated to the Q Dorm at Santa Rosa.* b. *Question: Are RN's required to staff the close management unit at Santa Rosa?*
Answer #53	a. Nursing staff 07:00-15:00 3 Registered Nurse Specialists and 2 Licensed Practical Nurses 15:00-23:00 2 Registered Nurse Specialists and 1 Licensed Practical Nurse 23:00-07:00 1 Registered Nurse and 2 Licensed Practical Nurses

	b. Yes, along with Licensed Practical Nurses
Question #54	41. Facility – RMC: *Question: During site tours it was noted that there were different arrangements with specialty care groups, i.e., Orion, US medical group, radiation oncology. Please specify by arrangement what services (i.e., physician, equipment, and supplies) are covered by the Department versus provided as part of the contracted services.*
Answer #54	See Exhibit O, Current Health Services Contracting Services for the scope of services provided under the above contracts: Contract C2687, Orion Medical Enterprises, Inc. d/b/a Physicians Dialysis; #Contract #S6277, United States Medical Group of Florida, Inc.; and Contract C2573, Community Cancer Center of North Florida, LLC..
Question #55	Section 3.3.13, Page 24; Inpatient Hospital Services: *Please provide a list of hospital stays (by region and hospital) that exceeded $150,000 per stay for the historical fiscal periods 2009-2010 and 2010-2011.*
Answer #55	U.M. does not track actual cost data. For FY 2010-2011, there were 90 inmates with total costs exceeding $100,000 for a total cost of $17,877,857. For FY 2009-2010, there were 86 inmates with total costs exceeding $100,000 for a total cost of $17,503,470. See RFP Questions & Answers Documents\UM\Statewide Over $100,000 FY 2010-11.xls for inmate costs over $100,000. These costs include all services provided to an inmate, which may or may not include hospitalization costs.
ARMOR CORRECTIONAL HEALTH SERVICES	
Question #56	1. Since the answers to questions are scheduled to be released only one week prior to the proposal due date, we respectfully request that the proposal due date be extended by a minimum of two weeks to allow sufficient time for vendors to analyze the answers and incorporate the additional information into our work plans.
Answer #56	The calendar has been revised to reflect a proposal due date of December 19, 2011.
Question #57	2. Since such substantial Performance Bonds are required which increase the overall cost of the contract to the State, will the Department consider cost-saving alternatives that provide the same assurance of performance?
Answer #57	See Revised Page 179 for RFP 11-DC-8324, and Revised Page 178 for RFPs 11-DC-8325 through 8328, included with Addendum #3.
Question #58	3. The financial requirements outlined in Section 5.5.1 effectively eliminate genuine competitive bidding on these proposals by restricting the field of eligible correctional healthcare companies to a select few. We respectfully request that the Department consider changing the financial requirements to 2010 sales of $50 million or total equity of $5 million. This change will significantly increase the field of responsible vendors without materially changing the substance of the requirements.
Answer #58	See revised 5.5.1, on Revised Page 150 for RFP 11-DC-8324, and Revised Page 149 for RFPs 11-DC-8325 through 8328, and Added Page 150A for RFP 11-DC-8324, and Added Page 149A for RFPs 11-DC-8325 through 8328, included with Addendum #3.
Question #59	4. Since the requirements to become a Minority/Service Disabled Veteran Business Enterprise include that the company have a net worth of less than $5 million and few than 200 employees, it is unlikely that any vendor who qualifies to bid will be able to meet those requirements. Will the DOC consider other certifications, such as the National Minority Supplier Development Council?
Answer #59	No, but see Section 7.8.1 of the RFP.

Question #60	5. Will Minority/Service Disabled Veteran Business Enterprises be awarded additional points toward the final evaluations? If so, how will points be awarded? If not, why is this information being requested?
Answer #60	No, this information is used for tiebreaking purposes, see Section 6.4 of the RFP.
Question #61	6. Will additional consideration be given to Florida-based businesses? If so, how will this be determined? If not, why not?
Answer #61	See Section 6.4 of the RFP.
Question #62	7. The evaluation criteria outlined in Attachment 7 for Business/Corporate Qualifications appears to favor length of experience over quality of experience by assigning 40% of the available points to "relevancy and length of experience." In accordance with RFP Section 4.3.9.2 we request the DOC change evaluation points 1.a. to read "Relevance, length, and quality of past experience providing comprehensive healthcare services" and 1.b. to read "Relevancy, length, and quality of experience performing tasks as specified in this RFP."
Answer #62	No justification has been offered for this requested change, the requirement remains as stated.
Question #63	8. Section 5.6.2 #9 asks for an estimate of personnel costs, but Section 5 states that "Inclusion of any costs or pricing data in the Project Proposal may result in rejection of the entire proposal submission" and Section 5.1.3 state that "no cost information may be reflected in the Project Proposal." Please clarify.
Answer #63	This information should only be included in the Price Proposal.
Question #64	9. The RFP asks for multiple responses to the same question in several places such as Quality Assurance, Pharmacy, Organizational Charts, and Transition Plans. Would the Department prefer for vendors to repeat their responses or to provide a single detailed response and cross-reference back to the original answer?
Answer #64	Proposers can provide a single detailed response and cross-reference back to the original answer
Question #65	10. Please clarify what positions fall under the definition of healthcare provider for dental and mental health. (page 23)
Answer #65	Dental Providers include: Sr. Dentist, Dentist, Dental Hygienist Mental Health: senior behavioral analysts, behavioral health specialists/mental health specialists, institutional counselors, human service counselors, psychiatrists
Question #66	11. Please describe the Department's method for calculating ADP. Is anyone excluded from this calculation?
Answer #66	The 'average daily population' is calculated by adding all the daily prison populations in a given month and then dividing that monthly total by the number of days in a given month. No one is excluded.
Question #67	12. Will provider be allowed to propose alternate, cost-saving options?
Answer #67	Only as outlined in Section 3.38, Value Add Services.
Question #68	13. Are providers permitted to take exceptions to the RFPs?
Answer #68	It is unclear what is meant by this question, to the extent that proposers have asked for changes during the question and answer phase, yes. Proposers are expected to comply with all requirements of the RFP.

Question #69	14. Please provide the dates of the last ACA accreditations for each facility.
Answer #69	See RFP Questions & Answers Documents\Data\ACA Accreditations.xls
Question #70	15. The RFP makes repeated references to "ACA and/or NCCHC" accreditation. Please clarify whether one or both accreditations will be sought, who will make the choice, and if the vendor would be responsible for all fees or only those associated with the medical accreditation.
Answer #70	The vendor can choose either accrediting body.
Question #71	16. Please provide the medical portion of the ACA fee for each facility from the most recent audit.
Answer #71	Out of 529 total standards involving ACA accreditation, 83 are medical standards (15.7%). However, 31 of the 61 mandatory standards are medical (51%). The total cost of accreditation is $8,625. In consideration of the weighting of the mandatory standards, the Department expects the vendor to pay for $1,700 of the total accreditation costs (19.7%). The cost of $1,700 is the current fee portion which is subject to change based on the ACA accreditation standards distribution and/or price increase.
Question #72	17. If multiple vendors are selected will each be expected to use the same EMR or can each use its own? Who will make the decision?
Answer #72	If multiple Vendors are selected, then each can use their own EHR system. The Vendors, at their own cost, will be responsible for integrating their systems to each other.
Question #73	18. Please clarify which sites are currently receiving 340b pricing and provide a list of what those medications are.
Answer #73	Region I – Apalachee, Jackson, Okaloosa, Northwest Florida Reception Center, Jefferson, Wakulla. Region II – Columbia, Hamilton, FSP, Union/New River, RMC, Madison, Taylor Region III – Lowell, Tomoka, Lake, Central Florida Reception Center See www.hhs.gov and RFP Questions & Answers Documents\Pharmacy Data\Question 73
Question #74	19. Section 2.6 – Please clarify specifically what pharmaceutical costs will be covered by County Health Departments
Answer #74	STD/HIV drugs for inmates enrolled in the STD/HIV clinic and prescribed by DOH clinicians.
Question #75	20. Section 2.6 – Please describe the process the Department will employ when determining whether to add or delete a site from the 340b program. Also, please confirm that the vendor's contract price will be appropriately adjusted to reflect any additional or reduced costs to the vendor.
Answer #75	Decisions regarding 340b expansion will be based on County Health Department availability and cost savings to the State of Florida. The contractor will be reimbursed for services based upon the contract compensation as noted in Section 7.4.1. Any changes in compensation will be as noted in Section 7.6.
Question #76	21. Section 2.6 – please provide a schedule by Facility or by Region outlining how much the vendors will be charged for the contract monitors.
Answer #76	Each regional health services monitoring team will be comprised of clinical and administrative staff. There will be 25 FTE total for all 4 regions, with 6 ½ FTE per region for Regions I and II, and 6 FTE for Regions III & IV (regions I & II will split an additional mental health monitor). Total cost statewide is $2,333,000 in salary and benefits, as follows: Regions I and II - approximately $609,500 per year in salary and benefits; Regions III & IV - approximately $557,000 per year in salary and benefits.

Question #77	22. Will the vendor be permitted to participate in the hiring process for the contract monitor since they will be responsible for the payroll costs?
Answer #77	No. These are pass-through costs. It could create the appearance of a conflict of interest for the vendor to participate in the selection and hiring process for these DOC contract monitors.
Question #78	23. Section 2.6 – Please provide a description of each facility's current state of readiness with regards to wiring and internet capacity, as well as internet availability, to the degree these are necessary for EMR and Telehealth.
Answer #78	The vendor is responsible for defining and establishing their own data network and data (Internet) communications. See section 3.16.4 Contractor's Network.
Question #79	24. Section 2.6 – please clarify how the Department is defining a "nationally accepted or recognized electronic system which must contain basic audits & edits, and must include criteria for determination of healthcare treatment, procedures & specialty care, and to include an electronic process for higher level review of denials."
Answer #79	InterQual and/or Milliman/Roberts, or equivalent.
Question #80	25. Section 3.1 states "The contractor shall identify the clinical criteria utilized to determine necessity for health care and treatment that at a minimum meet National Clinical Practice Guidelines (i.e. internally developed or other national criteria)." Please clarify: a. whether this is referring to ALL health care (on-site & off-site) and b. if clinical criteria is to be internally developed or based on other national criteria (i.e. Interqual, Milliman/Roberts).
Answer #80	a. It includes all on-site and off-site care. b. It can be either internally developed and/or a commercial product that is based on National Clinical Practice Guidelines, such as Interqual and/or Milliman/Roberts.
Question #81	26. Please clarify who is responsible for housekeeping within the medical units.
Answer #81	Inmates who are supervised by assigned security staff provide the housekeeping services for the medical units.
Question #82	27. Section 3.3.4 – Please clarify non-compliance will be determined as it relates to receiving and transfer screenings requiring payment of liquidated damages. Also, please confirm that the vendor will not be held accountable for circumstances beyond the vendor's control.
Answer #82	This is determined by the Performance Outcome Measures Reception, Transfers and Continuity of Care. Yes, the vendor will not be held accountable for circumstances beyond their control, as determined by the Department.
Question #83	28. Section 3.3.19 – Please clarify whether the 45 miles indicated refers to a one-way or a round-trip as it appears to be round-trip.
Answer #83	See revised Section 3.3.19, Off-Site Transportation, on Revised Page 26, included with Addendum #3.
Question #84	29. Section 3.3.21 – Please provide the total number of first aid kits that will be required by facility.
Answer #84	The required locations for first aid kits are outlined in DOC Procedure 403.005.

Question #85	30. Section 3.3.21 – Please provide a detail, by facility, as to how many total AEDs will be needed to meet this requirement. a. How many of these are currently in place and operational? b. Where are they currently located? c. Please provide a list of how many of each brand.
Answer #85	An AED inventory is included in RFP Questions and Answers Documents/Data\AEDs.xls
Question #86	31. Please clarify what services, equipment, and supplies will the contractor be responsible for providing at the road prisons, forestry/work camps, work release centers, and contract work release centers.
Answer #86	Services at satellite facilities must be provided in accordance with HSB 15.07.02 (Exhibit C).
Question #87	32. Section 3.3.23 – In the event that the Department's Office of Health Services overrules Armor's Medical Director, please confirm that the Department will indemnify the vendor and pay any resultant costs associated with that decision.
Answer #87	The Department CANNOT INDEMNIFY ANYONE AS A MATTER OF LAW.
Question #88	33. Section 3.4.1.1 – Please provide a listing of all dental equipment, by site, with status, condition, and estimated life expectancy.
Answer #88	A list of dental equipment at each institution is contained in Exhibit L, Inventory of Medical Equipment. In addition, a listing of operatories in each dental clinic, the equipment in need of repair and equipment in need of replacement as of October 1, 2011 is located in RFP Questions & Answers Documents, Dental Equipment.
Question #89	34. Section 3.4.1.3 – Please define "dental emergency."
Answer #89	See Exhibit C, Health Services Bulletin 15.04.13 Supplement H Section R and Rule 33-402.101, #2, for definitions of a Dental Emergency.
Question #90	35. Section 3.7.1.12 – Please clarify what is meant by an emergency medication.
Answer #90	The Contractor shall have a system in place to provide emergency medication to inmates 24hrs/7days of week. All associated costs for emergency medication is the responsibility of the vendor and should be reflected in the price proposals submitted with or without pharmacy.
Question #91	36. Section 3.5.10 – Please confirm that all facilities provide IMRs that meet the DOC's requirements.
Answer #91	All Department institutions have IMRs that meet DOC's requirements except: Indian River, Hernando, Putnam, Gainesville, Demilly and New River.
Question #92	37. Section 3.5.15 – Please provide a detailed schedule for each Region of the total costs of the Psychology Doctoral Internship Program over the past three years as well as projected annual increases for the next 10 years.
Answer #92	The Internship is only in Region III and the schedule and cost are located at: RFP Questions & Answers Documents\Data\Psychology Doctoral Internship.pdf
Question #93	38. Section 3.13 – How many security staff, by facility, will be participating in health education training?
Answer #93	Region I - 5,301 Region 2 - 5,979 Region 3 - 3,650 Region 4 - 3,508 Total 18,438 Note, the health education training would be institutional specific for the security staff and not

	the mandatory education required by Staff Development.
Question #94	39. Section 3.18 – Please clarify that prices will be appropriately adjusted if facilities are added or deleted from 340b pricing.
Answer #94	Prices will not be adjusted except as based on the awarded price reimbursement method.
Question #95	40. Section 3.19 – Please provide a copy of all interstate compact agreements.
Answer #95	Copies are provided in RFP Questions & Answers Documents under Interstate Compact.
Question #96	41. Section 3.19 – Please provide a detailed accounting of any costs associated with interstate compact agreements for each of the past three years.
Answer #96	The following amounts were paid out for the time period indicated: July 1, 2009 – June 30,2010 $ 98,143.52 July 1, 2010 – June 30, 2011 $ 183,869.81 July 1, 2011 - Oct 24, 2011 $ 31,053.85 The following amounts were collected out for the time period indicated Jan 2010 – June 2010 $ 68,336 July 2010 – June 2011 $ 453,737 July 2011 – Oct, 24, 2011 $ 324,184 (There is an additional $45,351 that is billed but not yet received of which approximately $5,500 is during this fiscal year)
Question #97	42. Section 3.19.1 – Please confirm that any such care will be provided on site at the facilities within the Regions awarded.
Answer #97	Healthcare provided at the institution for an ICC inmate is not separately billable to the Department and is covered under the awarded reimbursement method within the contract. However, healthcare provided to an ICC inmate outside the institution is billable to the ICC inmate's State according to the ICC agreement for that State.
Question #98	43. Section 3.19.3 – Please clarify what the healthcare contractor's responsibility will be pertaining to the transfer of inmates to and from federal prisons.
Answer #98	The same responsibility as a transfer and receiving process from any facility.
Question #99	44. Section 3.19.4 – Please confirm that the vendor is not responsible for any costs associated with any care at any of the private correctional facilities.
Answer #99	The vendor is not responsible for any costs associated with any healthcare provided to an inmate assigned to a private correctional facility. Inmates housed in private facilities are not counted in the ADP for the Region.
Question #100	45. Sections 3.22.18 and 3.26.2 – Please clarify that vendor will be appropriately compensated if any changes to contract result in additional costs.
Answer #100	The terms and conditions set forth in Section 3.22.18 and Section 3.26.2 are clear on the matter of compensation. See Section 7.6 Contract Modifications for further clarification.
Question #101	46. Section 3.25.1 – Please clarify whether vendors can approach current employees about jobs.
Answer #101	Vendors may not approach current employees until after an award is announced. At that time, the Department will work with the vendor(s) to facilitate introductions and interviews with current staff during the transition period.

Question #102	47. Section 3.27.10 – Do the medical providers need to include housekeeping personnel as part of their pricing?
Answer #102	No
Question #103	48. Section 3.30.5 – Please clarify that the medical vendor is responsible for providing initial and annual TB screening/testing for all individuals associated with the institution, including all security staff and all security subcontractors. If so, please provide the number of individuals other than those employed by the medical provider, who must be tested.
Answer #103	Yes the vendor is responsible for TB Screening/Testing. For fiscal year 09/10 23,880 employees were screened and/or tested for TB.
Question #104	49. Who is responsible for maintaining TB screening/testing records for staff outside of Contractors' staff?
Answer #104	The Environmental Health and Safety Officer assigned to the institution and personnel.
Question #105	50. Section 3.31.1 – Please clarify whether the vendor or the Department is responsible for actually inputting the information into OBIS.
Answer #105	The Department will entertain direct data entry in OBIS or near real-time data exchanges into OBIS. Please see section 3.31.1 as well as references to CARP and OBIS in section 3.34.1 Performance Outcomes, Measures, and Standards.
Question #106	51. Section 3.31.3 – Please provide a range of projected costs, by facility, for utilizing the OBIS system. Please provide a method to project anticipated annual increases over the next 10 years.
Answer #106	The Department does not have an estimate for the cost. The Contractor shall have an account number associated with their company and each contracted staff person working for the Contractor shall have that account number tied to them while using OBIS. All CPU utilization under that account number will be tracked in OBIS, summed at the end of every month, and calculated as a percentage of all the CPU utilized for that month in OBIS. This percentage will then be applied to the OBIS service bill cost we receive from the State's Shared Resource Center. This cost will then be deducted in the monthly payment made to the Contractor by the Department.
Question #107	52. Section 3.36.2.1 – Please clarify what positions will not be required to be backfilled for holidays.
Answer #107	There are no exceptions for holidays. The Contractor must have sufficient staff to cover all health care services outlined in DOC policy, including but not limited to: emergency care, inpatient units, infirmaries, medication administration and distribution, transfers, etc.
Question #108	53. Section 5.2.9 could be interpreted to refer to issues involving employees' personal lives such as custody issues, bankruptcies, child support, etc. Please clarify that the Department is referring to professional concerns in this section.
Answer #108	The section relates to the professional behavior of Contractor's employees.
Question #109	54. Section 5.3.2 Could be interpreted so that Proposers are required to provide all the background information requested in Sections 5.3.2.1 through 5.3.2.7 on every supplier including housekeeping suppliers. Is it correct to assume that the DOC is requesting such information only for the providers of material services, such as pharmacy services?
Answer #109	Yes.
Question #110	55. Section 5.3.3 Indicates that vendors must get approval prior to hiring any individual who has been terminated by the Department. Does this requirement also apply to former employees who were laid off or resigned as opposed to terminated?

Answer #110	Yes. The DOC guiding directive for re-hiring employees is covered in Personnel Information Memorandum 09-60-01R entitled Re-employment of Previous Employees that states: Approval must be obtained from the hiring authority to re-hire those individuals previously employed by the department.
Question #111	56. Section 5.3.3 – If a proposer wishes to submit the name of an individual who was terminated by the Department as one of its key positions, what is the appropriate method to request approval prior to the submission of the proposal?
Answer #111	DOC Process for Rehires: The supervisor will complete a Request for Re-hire form, DC2-814, revised 03/19/2008. A copy of the form is available on the Intranet at http://dcweb/co/forms/dc2-814.doc. The following steps will be taken by the supervisor in completing this form: a. Contact the appropriate servicing personnel office to obtain former personnel file information. (Personnel will complete #1 through #7 of the DC2-814 form), b. Complete #8 through #12 of the DC2-814 form and obtain appropriate signatures, c. Contact the Inspector General's office to inquire if the applicant was the subject of any investigations while employed with the department, d. Contact the former supervisor at the applicant's previous work location for recommendation of re-hire.
Question #112	57. Are any sites currently operating under consent decrees? If so, please provide copies of the consent decrees.
Answer #112	No.
Question #113	58. Are there any Court Orders in effect at any facilities at this time? If so please list and describe.
Answer #113	No.
Question #114	59. Please confirm whether or not it is the intention of the Department to keep Glades CI open.
Answer #114	Glades Correctional Institution is projected to close on December 1, 2011.
Question #115	60. Will there continue to be state monitors in the absence of CMA?
Answer #115	Yes, there will be clinical and administrative monitors. Yes, refer to Section 2.6, Section 3.3.4, Section 3.22.6, Section 3.32.11.2, Section 3.35, Section 3.35.3 and Section 7.4.1
Question #116	61. What sites have on-site x-ray machines and which sites use portable x-ray services?
Answer #116	The Reception and Medical Center Hospital at Lake Butler, FL has Department owned on-site x-ray machines and a MRI/CT Scan provided by a contracted vendor (S6306 E. Edward Franco, MD, PA). Central Florida Reception Center has a MRI/CT Scan provided by a contracted vendor (S3079, Cure Medical Services, Inc.). All other institutions utilize mobile x-ray services provided under Contract #C2527, Tech Care. All contracts are located in Exhibit O, Current Health Services Contracting Services.
Question #117	62. The introduction to Section 5.6 includes a description of what must be included in the Work Plan and lists five requirements. It then concludes with a note stating that "Each of the above elements must be addressed separately and tabbed individually." Should these tabs be included as "sub-tabs" within Tab 6? If not, please clarify.
Answer #117	See revised Section 5.6, Tab 6 – Technical Proposal/Service Delivery Narrative, on Revised Page 152 for RFP 11-DC-8324, and Revised Page 151 for RFPs 11-DC-8325 through 8328, included with Addendum #3.

Question #118	63. Section 5.6.2, # 5 – Please clarify what is meant by "matching" salaries and benefits.
Answer #118	Providing equivalent salaries and benefits.
Question #119	64. Section 5.6.5, #3 – Please define what is meant by "Program Health Managers."
Answer #119	Program Health Managers is defined as qualified mid-level institutional supervisory staff.
Question #120	65. Please provide the number of Air Ambulance transports for each facility in the last two years.
Answer #120	The Department does not track this data
Question #121	66. Are Hepatitis B Vaccines to be provided by the Contractor for contract employees only? If not, please list any others.
Answer #121	No, it includes all staff outlined in Blood Borne Pathogen Manual Exposure Control Plan Section 6 (Exhibit C).
Question #122	67. Please provide a list of out-patient services and in-patient scope of services provided by RMC.
Answer #122	Outpatient services include; Reception process, Urgent Care, 34 bed infirmary, cancer center – chemotherapy, radiation therapy, dialysis center, centralized medical scheduling office, outpatient medical records, record archives, 25 specialty clinics, dental along with oral surgery and mental health including psychology/psychiatry with TCU/CSU services. Inpatient services include; general hospital services - long term vent care, extensive wound care, blood transfusions, IV therapy with peak and trough management, hospice/palliative care, extensive post operative recovery, stroke and cardiac rehabilitation, chemotherapy, skilled respiratory care including tracheotomy management, AFB isolation and treatment, reverse isolation for severely immune-compromised patients, intensive pain management, risk and quality management nursing, medical warehouse, modular surgery unit, lithotripsy, utilization management, radiology, laboratory, respiratory therapy, social services, health education and training, dietary, pharmacy, special services – video EEG, Sleep Studies, PET/CT Scans and minor procedures – toe removals, removal of tunneled dialysis catheters, central line placements, thoracentesis and chest tube insertions.
Question #123	68. Please clarify whether trips to the RMC would be subject to the 45 mile limit referenced in Section 3.3.19.
Answer #123	Yes; however, the round trip mileage has been changed to 50 miles. See revised Section 3.3.19, Off-Site Transportation, on Revised Page 26, included with Addendum #3.
Question #124	69. Please provide a Fee Schedule for all in-patient & out-patient services provided by RMC.
Answer #124	See RFP Questions & Answered Documents\UM Data\ RMC Fee Schedule.pdf All outpatient fees are based on the contract rates located under compensation in each contract. Those specific to Region II and/or RMC are numbered S62xx and/or S63xx under Exhibit O. Dental reimbursement rates are based on the current National Dental Advisory Service fee report at the 50% percentile (median/middle value).

Question #125	70. Please describe how Utilization Management is handled when RMC is utilized.
Answer #125	Patients are referred to RMC Hospital as an admission directly from an institution or as a community hospital transfer. These cases are reviewed for medically necessity and service intensity appropriateness by a Utilization Management Nurse/Case Manager. UM coordinates RMC Physician acceptance, transfer of medical information, bed assignment, special needs equipment and in some cases ambulance transport. UM is also responsible for requesting transfer of custody to RMC via electronic submissions in CDC SYSM. Once inmates are admitted to RMC hospital a UM Case Manager follows the admission course to ensure appropriate and timely treatment, decrease duplicate or unnecessary services, performs discharge planning and infirmary and special program placements. The UM Case Manager is also responsible for providing clinical reviews regarding private vendor and interstate compact inmates. In cases when emergent outpatient care is appropriate UM provides assistance to institutional physicians for referral to RMC specialty clinics. UM also coordinates the scheduling of emergent appointments as well the transfer telexes.
Question #126	71. Can the contractor utilize their own Utilization Management systems in RMC?
Answer #126	Yes, if the system meets or exceeds the requirements outlined in the RFP. Also, see Answer 13.
Question #127	72. Do all facilities currently have on-site Optometry Services? If not which don't? a. Please provide a list, by facility, of all available optometry equipment. b. Please provide the name and contact information for the current eyeglass vendor.
Answer #127	Yes a. Equipment for optometry services is provided by the contracted vendor and does not belong to the Department. Optometry equipment at RMC is as follows: Lombart Eye Chair purchased in July 2009 Sunshine PAC Scan purchased in July 2009 Keeler Easy Eye Tonomoeter purchased in November 2005 Ellex Eye Laser Machine purchased in July 2009 Table MDL Slit Lamp purchased in October 1986 b. PRIDE is the current eyeglass vendor.
Question #128	73. Can Radiotherapy Services be contracted outside of CCCNF-Lake Butler?
Answer #128	No, unless pre-approved by the Office of Health Services for medical conditions/reason that would not allow an inmate to be transferred to RMC or that require specialized treatment not available at RMC.
Question #129	74. Please provide Fee Schedule information for use of Radiotherapy Services.
Answer #129	See Exhibit O, Current Health Service Contracting Services, Contract – Statewide, contract #C2573, Community Cancer Center of North Florida, LLC.
Question #130	75. In addition to national surveys & audits, which others are conducted on a routine basis and how often? Please list.

Answer #130	The Department conducts site visits in accordance with identified needs at each institution. This includes Quality Management activities for all health services disciplines in accordance with HSB 15.09.01. In addition, regional health services staff conduct routine site visits (for example, nursing site visits are conducted quarterly, at a minimum) or require institutional health services staff to complete self-assessments. Pharmacy performs monthly consultant pharmacy inspections at each institution.
Question #131	76. Is the required HIV Test pre-release associated with what is now a permanent program with the DOH? If so please describe process.
Answer #131	No, it is a Ryan White Grant from the Department of Health (year-to-year grant)
Question #132	77. Please describe the DOG program on HIV/AIDS and STD testing.
Answer #132	The Department of Corrections has an interagency agreement with the Department of Health to treat inmates with HIV/AIDS and other Sexually Transmitted Diseases. This collaboration provides three main benefits to the citizens of Florida: • Allows the Department to access the lowest pricing for HIV drugs through the Federal 340b Pricing Program, generating substantial savings. • Increases medical resources for both the DOC and the participating County Health Departments. The health departments benefit as staff involved in this project obtain valued experience in treating inmates with uniquely diverse co-occurring diseases, mostly untreated prior to incarceration. • Ensures improved continuity of care for released inmates, since their medical record is maintained by the local health department. Under this agreement, the Department pays local County Health Departments to provide medical services at designated institutions. The County Health Department physicians prescribe the drugs, which are filled by the Department of Health's State Pharmacy. This model allows the DOC to be eligible for Federal 340b drug pricing, which is approximately 40% lower than current costs under the State drug contract through the Department of Health. HIV drugs constitute more than 40% of the Department's drug costs. See Exhibit O, Interagency Agreements, for more detailed information on the 340b Specialty Care Program. See RFP Questions & Answers Documents\Data\340B Program Costs 2010-2012.xlxm for financial information.
Question #133	78. What is the Contractors responsibility with regard to DOH programs on HIV/AIDS and STD testing?
Answer #133	To perform STD screening as outlined in Interagency Agreement with DOH; work collaboratively with the local CHD staff to facilitate immunity clinic visits, medication administration and distribution to participating inmates, and coordination of care for other health conditions. If pharmacy is awarded to the vendor, the vendor shall liaison with DOH to ensure medication profiling is accomplished in order to avoid drug adverse reactions.
Question #134	79. Is FLDOC responsible to print all of the required forms? Please describe process.
Answer #134	The vendor will be responsible for the cost of all Department forms used in the delivery of healthcare and the forms are to be purchased from PRIDE.
Question #135	80. Please provide statistical data by facility for the past year (on-site services and off-site services).
Answer #135	Refer to exhibit 9d and RFP Questions & Answers Documents\UM Data\Consults 7-1-10 thru 6-30-11.pdf.

Question #136	81. Please list all PRIDE Services that would be made available to the Contractor.
Answer #136	The contract vendor may utilize the PRIDE Dental Laboratory located at Union CI per Section 3.4.8 of the RFP. In addition, see Section 7.8 and specifically Section 7.8.4 concerning PRIDE services.
Question #137	82. Do any of these Regions have a Regional Medical Records person assigned?
Answer #137	No
Question #138	83. Does the Department want all facilities to start-up at the same time or can groups of facilities be phased in at different times over the three-month period?
Answer #138	See Section 2.4 and 3.25
Question #139	84. Please describe any Mandatory Departmental in-service training that is required, including location and duration of training.
Answer #139	See RFP Questions & Answers Documents/In-Service Training
Question #140	85. Please provide a list of Department-approved anti-virus software.
Answer #140	Currently, the Department uses Trend for Workstations and McAfee for Servers. The Vendor can use software that meets these levels or higher.
Question #141	86. Is specific network equipment (firewalls/routers, etc.) required? If so, please provide details.
Answer #141	See sections 3.16.1 Corporate Access to the Departments Network and 3.16.4 Contractor's Network
Question #142	87. Is specific VPN client software required? If so, please provide details.
Answer #142	See sections 3.16.1 Corporate Access to the Departments Network and 3.16.2 LAN to LAN Connections.
Question #143	88. Please clarify where EMR servers and network equipment would be housed. a. Will the Department provide a facility or is the vendor expected to? b. If the Department provides a facility, are existing computer racks available?
Answer #143	Network equipment can be co-located in local site-based wiring closets based upon availability of space. The Department will not provide a facility to house servers or racks nor provide racks as this will be the responsibility of the Vendor.
Question #144	89. Are all facilities configured with network rooms or closets or will the vendor be expected to create an environment for communications?
Answer #144	Yes, all facilities have network rooms or closets.
Question #145	90. Please provide a list of the number of communication lines available at each site for use by the vendor.
Answer #145	The vendor should be implementing a separate network. See section 3.16.4 Contractor's Network.
Question #146	91. Which facilities have backup generators?

Answer #146	ALL
Question #147	92. Which facilities have uninterrupted power supplies?
Answer #147	The Vendor is responsible for providing uninterrupted power supplies for their equipment. See section 3.16.4 Contractor's Network.
Question #148	93. Will the Department provide access to an existing network or will the vendor be required to bring in a contractor to provide network drops? a. If the Department will provide access to an existing network, how many network drops are available at each facility? b. If the Department provides access through an existing network, will the vendor be permitted remote access support to allow for troubleshooting and technical support? c. If the vendor is required to bring in a contractor to provide network drops, does the Department already have authorized contractors who provide this service? If so, please provide contact information. d. If the vendor does not already have authorized contractors who provide this service, please provide the details of how a contractor can become authorized.
Answer #148	The vendor can use the existing network drops but if additional drops are needed it will be the responsibility of the vendor. a) The Department will provide access to its network through a VPN. The number of network drops varies from location to location. The awarded vendor can perform a walk-thru with IT staff to determine available network drops at each facility. b) The vendor will provide their own network and can have remote access thru that network. c) The vendor will be responsible for getting their own contractor to install additional network drops. d) Any contractor must conduct fingerprinting and level two (2) background checks.
Question #149	94. Does the 90 day period prior to compliance monitoring being initiated mean that penalties will not apply during the initial 90 day period per Section 3.34.1, p.78 and as allowed in Section 3.36.11, p.135?
Answer #149	Under Section 3.34.1, Performance Outcomes, Measures and Standards, The Department's Office of Health Services will monitor Contractor's performance in a continuous and ongoing effort to ensure compliance with requirements of the contract *commencing 90 days after the initiation of this contract*. Under Section 3.36.11, Liquidated Damages for Repeated Failures: The Department, *at its exclusive option*, may allow up to a three (3) month "grace period" following implementation of services during which no damages will be imposed for failure to achieve the standards.
Question #150	95. Will the vendor be required to follow the DOC Office of Health Services baseline staffing levels?
Answer #150	Yes.
Question #151	96. Please confirm that all the current medical equipment be made available for vendor use?

Answer #151	Refer to Section 3.27.
Question #152	97. Will the vendor be required to utilize the current DOC Inmate Needs Assessment?
Answer #152	HSB 15.03.25 in Exhibits C The purpose of this health services bulletin (HSB) is to identify inmates who are impaired and to implement guidelines to provide appropriate services for impaired inmates in the custody of the Department of Corrections. References: A. Departmental procedure 401.016 *Transfers for Medical Reasons* B. Departmental procedure 403.011 *Inmate Assistants for Impaired Inmates* C. HSB 15.03.13 *Assignment of Health Classification Grades to Inmates* D. HSB 15.03.25 *Prerelease Planning for Continuity of Health Care* E. *Comprehensive Health Services Plan*
Question #153	98. Currently, LPNs are performing sick call however the RFP requires RNs. Please clarify why the Department is requiring the higher standard.
Answer #153	It is okay for LPNs who are trained to perform sick call; however, the preference, when possible, is to assign an RN.
Question #154	99. Please clarify that the vendor has the authority to hire Critical Need Physicians.
Answer #154	Yes. Area of Critical Need (ACN) is determined by DOH. All correctional institutions are approved to hire ACN physicians. Therefore, US licensed physicians in other states or territories can apply for a ACN license with DOH. One criteria required by DOH before the license is issued is a "Letter of Intent" (job offer) from the hiring authority at a qualifying area
Question #155	100. Please clarify that the vendor has the authority to hire Critical Need Dentists.
Answer #155	The contract vendor may hire dentists appropriately licensed by the Florida Board of Dentistry in accordance with Florida Statute 466 and Rule 64B5.
Question #156	Given the complexity of this project, the significant detail required for the proposal, and the volume of information still to be provided by the Department, we respectfully request that the Department respond to as many questions as quickly as possible and extend the proposal due date by a minimum of two weeks.
Answer #156	See revised Section 4.2, Calendar of Events, on Revised Pages 136 and 137, included with Addendum #3.
Question #157	1. On the Summary Pricing Matrix, the Daily Capitated Per-Offender Fee is calculating as a Per Inmate Per Year. Should this be based on a Per Inmate Per Day as the ADP pricing schedules are?
Answer #157	The pricing matrices should calculate based on the price per-inmate per-day. The population number listed in each pricing matrix reflects the average daily population in the geographical area (region) covered by the RFP.
Question #158	2. Are we to assume the Collective Bargaining Agreements will remain in effect? a. If so, what portion of the rate does the Department pay for health insurance premiums broken down by tier (i.e. employee, employee spouse, employee children, employee family)? b. How much does the Department contribute to employee retirement (% of salaries)?
Answer #158	No, employees will be the responsibility of the contractor. Former employees of the Department will no longer be represented by CBA's with the State of Florida. a. N/A b. Regular retirement – 4.91%; Special risk – 14.10%

Question #159	3. On the provided staffing matrices labeled Staffing Master: a. Does the Relief column refer to backfill for vacation, paid time off, holidays, orientation, training, etc.? b. What do the initials F/C, DC, and SES stand for listed after some of the employee categories? c. Is it allowable to add positions from the legend to the pages containing the FTE counts?
Answer #159	a. Yes. Our typical relief factor is 1.6. b. F/C = Forensic Corrections - The employee(s) in the position(s) allocated to this class must spend a minimum of 75 percent of their time performing duties which involve contact with patient/inmates in a correctional or forensic facility or institution; DC= Department of Corrections - the positions allocated to this class is specific to work in a institution in the Department of Corrections; SES = Select Exempt Services - The Selected Exempt Service is designed to provide the delivery of high quality performance in selected exempt classifications by facilitating the state's ability to attract and retain qualified personnel in these positions, while also providing sufficient management flexibility to ensure that the work force is responsive to agency needs. c. Yes (RFP Questions & Answers Documents\Staffing Data\Nursing Utilization 2011-2012.xlsx)
Question #160	4. EMR is required to store electronic dental images. Do the existing dental x-ray machines have the ability to create and pass these images to the EMR?
Answer #160	No dental clinics have digital radiographs. The majority of current dental x-ray machines should be able to be used to expose digital radiographs depending on what digital imaging system and sensors the contract vendor purchases. See RFP Questions & Answers Documents, FDOC Dental Panorex.
Question #161	5. Do the existing x-ray machines have the ability to transmit images to the EMR?
Answer #161	The statewide on-site mobile radiology vendor (see Contract C2527) has the ability to provide and transmit digital images to an EHR.
Question #162	6. How is EMR data to be provided to the private facilities upon transfer or re-entry into the system?
Answer #162	At a minimum data will be provided to private facilities via the Offender Based Information System (OBIS). Other data exchanges can be provided between the vendor and private facility vendors.
Question #163	7. Will the vendor be allowed to install additional cable and network expansion to accommodate the EMR?
Answer #163	Yes
Question #164	8. If multiple vendors are selected with multiple EMR systems: a. who will be responsible for the cost of integration when inmates move between regions? b. who will set the standards outside those included in HL7? c. who will mediate when there is a dispute between vendors regarding specifications? d. how will costs be allocated among the regions for these costs? e. who will be responsible for interface specifications?

Answer #164	If multiple Vendors are selected, then each can use their own EHR system. The Vendors, at their own cost, will be responsible for integrating their systems to each other. The Department will hold final authority on any issues that arise between the multiple Vendors.
Question #165	9. Will the vendor be expected to acquire any additional software beyond what it will need for its EMR? Specifically, will they need an application such as Interqual to handle the UM requirements?
Answer #165	Yes and yes.
Question #166	10. Please provide current budgeted staffing by site, position, day, and shift.
Answer #166	See Exhibit K
Question #167	11. Please explain the policy and procedures for contractors in other regions to utilize RMC if it is operated by a different contractor.
Answer #167	See HSBs 15.01.04 and 15.09.04, and Procedure 401.005. Also, see Revised Page 25, included with Addendum #3.
Question #168	12. If patients are admitted to RMC, what will be the cost to the Contractor?
Answer #168	See Answer #124
Question #169	13. Please provide additional details on the referral process. Is the inmate transferred to this facility?
Answer #169	Yes, the inmate would be assigned to RMC if admitted for hospital care. In addition, refer to answer 125 for additional details.
Question #170	14. Will the contractor be financially responsible for the medical costs relating to inmates at the work release and work camps or will the inmates themselves pay for these costs?
Answer #170	See Answer #86
Question #171	15. Will the contractors be financially responsible for the phlebotomy personnel within the institutions?
Answer #171	Yes
Question #172	16. Has the Department determined the correctional institutions where the installation of telehealth is a priority? If so, please identify.
Answer #172	No
Question #173	17. Will the vendor be permitted to establish the parameters for phasing in telehealth clinics, such as the number of clinics and institutions during an initial phase, followed by additional sites?
Answer #173	Section 3.15, Telehealth, has been deleted, this will be considered as a value added feature. See Revised Pages 50 and 51, included with Addendum #3.
Question #174	18. Please provide a list of desired medical specialties by correctional institution including an estimate of the monthly number of visits by specialty.
Answer #174	Refer to Exhibit 9d and RFP Questions & Answers Documents\UM Data\Consults 7-1-10 thru 6-30-11.pdf.

Question #175	19. Please provide a detailed definition of requirements for the "telehealth management application." The specifications listed in the RFP describe only the computing/IT platform upon which such a system will operate. a. Please describe the functionality of the telehealth system. b. Include operating specifications for endpoint devices to be stationed at correctional institutions.
Answer #175	See Answer #173.
Question #176	20. The RFP specifies technical requirements that appear to proscribe a PC-based videoconferencing system, i.e. Windows-based software endpoints. Is this the case? a. Have hardware endpoints (videoconferencing appliances/devices) been considered? b. Are they desirable or necessary to meet the Department's goals? Note: Hardware endpoints have superior technical performance and medical peripheral integration capabilities.
Answer #176	The Department is not advocating the use of a particular video conferencing solution and will review the Vendor's proposed method/solution.
Question #177	21. Telehealth operational model: a. Will telehealth sessions be scheduled or on-demand? b. The RFP refers to videoconferencing-based (live) telehealth sessions. However, certain specialties (e.g. dermatology, ophthalmology, some cardiology) are equally clinically effective in a "store-and-forward" (asynchronous) mode, which is much more operationally efficient. Does the DOC preclude the use of asynchronous/store-and-forward telehealth?
Answer #177	a. Both, to be determined by Contractor. b. No
Question #178	22. Regarding telehealth: a. Can the solution be hosted in the cloud or must a local, private server locally be used? If hosted in cloud, then how will updates and patches be approved by DOC? b. Please explain the process for determining HL7 compatibility. c. What is the minimum level of quality for audio and video? d. What is the minimum video resolution? e. What are desired bandwidth requirements? f. Will the Department accept alternatives to an active directory? g. The RFP states "Application capable of running in a 64-bit environment", does this mean 64 bit OS and 64bit web browser? h. Are there specific encryption requirements? i. Please clarify security requirements from provider. For example, will it be permissible for a doctor log on from a remote location? j. What is the desired network connection speed from ISP?

Answer #178	a. The vendor should propose how to provide that service in accordance with all local, state, and federal law and Department procedure that apply, provided the solution does not use the Department's network. b. At a minimum the vendor should provide capabilities as described in section 3.16.6.1 and the capability allows data exchanges to occur with the Offender Based Information System (OBIS). c. 384 KBPS bandwidth minimum d. 1280 x 1024 high resolution e. Hi-Def systems require 1 – 2 Mbps f. The Department cannot answer this question without more information. Proposals should provide the alternatives and the purpose. g. OS h. Encryption requirements must be based on HIPAA and CJIS guidelines. i. Vendor must be able to provide communication that is secure and must meet encryption requirements based on HIPAA and CJIS guidelines. j. For Hi-Def video systems, 1 – 2 Mbps
Question #179	23. Since the contractor is unable to dispute or refuse acceptance of any inmate assignment (Sec 2.2), are any protections in place for parity of medical and mental health grade distributions?
Answer #179	Refer to Population Management; Exhibit K "current staffing plan" and subfolder "Baseline Staffing Notes" which provides staffing ratio guidelines to ensure adequacy of mental health care.
Question #180	24. Terms of health appraisals (Sec 3.3.4) indicate that "the Contractor's physician must test for HIV."
Answer #180	The Contractor's physician would be responsible for writing the order for HIV testing.
Question #181	25. Can the HIV testing be done by any qualified health professional?
Answer #181	Yes
Question #182	26. What are the laboratory tests required, if any, for food handlers (Sec 3.3.4)? a. On average, how many food handlers are tested per month? b. What is the current cost per test?
Answer #182	No requirement
Question #183	27. Regarding off-site transportation to medical appointment sites (section 3.3.19), if the transportation is between DOC facilities within the same region, does the same fee for exceeding a 45 mile roundtrip apply?
Answer #183	See Answer #25

Question #184	28. Are vendors required to use FDOC forms until the EMR is implemented, or are they expected to use their own forms?
Answer #184	Vendors shall use approved Department forms.
Question #185	29. If using their own forms, how will the Department ensure continuity in care plans when inmates are transferred between vendors of different regions?
Answer #185	See Answer #184.
Question #186	30. How does the Department wish the Contractors to provide the following "The Department is considering a mission change at Reception and Medical Center Hospital in Lake Butler; therefore, the Contractor shall submit two options for hospital services: one plan that may include the use of RMC Hospital and other community hospitals for hospital services; and a second plan that includes the use of community hospitals only"? a. How many admissions are associated with each institution for the last 12 months at the RMC? b. How many days are associated with each institution for the last 12 months at RMC?
Answer #186	See Exhibit G (Utilization Management\Data – Historical)
Question #187	31. Will the Department permit anyone other than RNs to perform sick call?
Answer #187	Yes the LPN can perform sick call as long as they practice within their scope of practice.
Question #188	32. Please provide a detailed schedule, by facility, of what equipment will be available for the vendor to use.
Answer #188	See Exhibit L.
Question #189	33. Would the Department consider turning over the existing OHS computers or negotiating with the selected vendor to purchase them?
Answer #189	No to both questions, state law does not permit the Department to sell or transfer equipment to a private company. See Section 3.16 on Revised Page 51, included with Addendum #3, regarding PCs and Printers.
Question #190	34. Please explain the rationale for transferring the responsibility for dialysis to the regions instead of keeping it at RMC.
Answer #190	The Department's goal is allow the awarded contractor to provide health services to inmates within the vendor's business model.
Question #191	35. Page 25, 3.3.13 – Inpatient hospitalization. Please verify if vendors will be able to use the current statute which allows the Department to pay at 110% of Medicare, for hospitals and physicians, when no contract exists.
Answer #191	The Department does not have the authority to give contractors the statutory authority found in 945.6046, Fla. Stat.
Question #192	36. Page 27, 3.3.19 – Offsite Transportation. Please confirm that security will be provided at Kendall secure unit, at no cost to the vendor.
Answer #192	Yes, the Department will continue to provide security to the vendor, at the existing secure hospital units at Kendall and Memorial Jacksonville. Any proposed changes to secure unit space must be approved by the Department.

Question #193	37. Page 60, 3.20 Discharge Planning. Currently, HIV pre-release planners are federally funded grant positions through Central Office and the Department of Health. In other words, this is not currently an expense to Region IV. a. Will this grant stay in effect? b. If the vendor will be responsible for these costs, please confirm that this additional cost will be factored into the base cost to determine 7% savings.
Answer #193	a. The grant is on a year-to-year basis and is subject to funding availability. b. The Department will retain these employees as DOC staff and will cover all associated costs.
Question #194	38. Similarly, the contract monitoring positions are currently Central Office positions. If the vendor will be responsible for these costs, please confirm that this additional cost will be factored into the base cost to determine 7% savings.
Answer #194	Most of the contract monitoring positions are currently Regional Office positions. However, these are pass-through costs and as such will be factored into the base cost to determine 7% savings.
Question #195	39. How will the Department adjust the base cost upon which the 7% savings must be achieved to reflect the additional costs of the many requirements/systems not currently in place? For example, the cost of an EMR system is an additional cost not included in current operations. Same goes for the cost of DOC monitors, HIV pre-release planners, telehealth, and other startup costs not currently in place. Please clarify how the base cost will be adjusted to reflect these significant additional cost increases so the 7% reduction is based on an appropriate and comparable number?
Answer #195	The Department expects that the addition of an EMR system and telehealth will result in operational efficiencies that will reduce costs after the initial investments are made. The DOC monitors are a pass-through cost. The Department has decided to retain the HIV Pre-Release planners, since these positions are subject to annual grant funding.
Question #196	40. Will the Department make available eOHS, a GUI based version of OBIS?
Answer #196	No, not at this time.
Question #197	41. Will the department provide inmate demographic information (Inmate name, birthdates, sex, housing location, etc) in XML or delimiter-separated value format for the creation and updating of the electronic health record?
Answer #197	The Department will provide the data in HL7 format
Question #198	42. Please provide a list, by institution, of specialist services that are being provided onsite (physical therapy, orthopedics, etc.).
Answer #198	(Region 1) Holmes CI – Dermatology (Region 2) RMC - Audio, Brace, Cardiovascular, Dermatology, EEG, Endocrinology, ENT, Gastroenterology, Hematology/Oncology, Infectious Disease, NCV/EMG, Nephrology, Neurology, Ophthalmology, Orthopedic, Pain, Plastic Surgery & Hand, Pulmonary Medicine/Intensivist, Podiatry, Radiation Therapy, Rehab Department, Surgery, Surgery (Vascular), Thoracic, Urology. RMC Dental- Oral Surgery and Endodontics (Region 3) CFRC – Brace, Dermatology, Ophthalmology, Physical Therapy, Podiatry, Rheumatology. Lowell – Gynecology/Obstetrics, mammography (Region 4) SFRC – Brace, Cardiology, Dermatology, Endocrine, ENT, Gastroenterology, General Surgery, Ophthalmology, Oncology, Orthopedics, Orthopedic Spine, Pain Management, Plastic

	Hand Surgery, Podiatry, Urology. Broward – Cardiologist Tech., Dermatology, Dialysis, General Surgery, Gynecology/Obstetrics, Mammography, Physical Therapy, Podiatry Institution on-site specialty services also include Optometry, radiology and ultrasound services.
Question #199	43. Please provide a list, by institution, of the number of events per month for each specialist service.
Answer #199	Refer to Exhibit 9d and RFP Questions & Answers Documents\UM Data\Consults 7-1-10 thru 6-30-11.pdf.
Question #200	44. Periodic Health Screening (Sec 3.11) requires compliance with Departmental Directives and testing in accordance with USPSTF "A" and "B" grade tests, but these are not always consistent. For example, breast self exam and PSA testing are "D" grade tests in the USPSTF, but presently being done in the Department. Please confirm that only the "A" grade and "B" grade tests required in the contract?
Answer #200	Periodic Health Screening requirements are outlined in Procedure/HSB See Exhibit C
Question #201	45. Please provide the last 12 months of data by institution and by community hospital for the following: a. Hospital Days – Admissions and hospital days between medical and mental health ER Events Outpatient Physician Visits Outpatient Surgeries Diagnostics b. Associated costs c. ER Events d. Outpatient Physician Visits e. Outpatient Surgeries f. Diagnostics g. Hepatitis
Answer #201	a. For hospital days refer to exhibit 9e, outpatient physician visits refer to new specialty consult report, outpatient surgeries and diagnostics refer to exhibit 9d. b. See RFP Questions & Answers Documents\Data\Community Hospital Expenditures FY 2010-2011.xls and the institutional management report (Answer #42). *Note that most Region II hospital bills and many of Region I and III hospital bills are paid at RMC.* c. Refer to new ER Reports d. Refer to new consult report e. Refer to exhibit 9e f. Refer to exhibit 9e g. Refer to UM exhibits by diagnosis codes
Question #202	46. Please provide the last 12 months of data by institution for the following: a. Inmates on HIV medications b. Inmates on Psychotropic medications c. Inmates on Hemophiliac medications d. Inmates on Multiple Sclerosis medications e. Inmates on Oncology medications f. Inmates on Dialysis and associated events sent to RMC
Answer #202	a. through e. See RFP Questions & Answers Documents\Pharmacy Data\question 202. Data retrieved from cips software. (may not be inclusive of all patients on tx)

	f. Not available from cips
Question #203	47. Will dialysis services continue to be done at RMC? If not, which facilities are equipped to provide dialysis services?
Answer #203	The continuation of on-site services at RMC will be determined jointly by the Department and the Region II awarded vendor. Presently, dialysis services are on performed at RMC and Broward CI in Region IV, under Contract #C2687 with Orion Medical Enterprises, Inc. d/b/a Physicians Dialysis.
Question #204	48. Please clarify which fiscal year numbers the 7% reduction required upon.
Answer #204	See Section 2.2
Question #205	49. RFP awards 400 points to lowest price, but doesn't say what points are assigned to other bidders other than lowest. Please clarify how points will be awarded for pricing to those other than the highest scorer.
Answer #205	See Section 6.2.6.
Question #206	50. Page 153. Section 8. Many current Department physicians are not board-certified and therefore would not meet the requirements as outlined in the RFP. We respectfully request that the Department amend this requirement to ensure that current staff can be retained.
Answer #206	See revised Sections 5.6.5,8, on Revised Page 154, included with Addendum #3.
Question #207	51. Exhibit A – Institutional Profiles contains a report entitled: Facility Profiles 7-8-2011 R&D RFP (Reg. I-III). Region IV is excluded. Please provide a similar report of facility population in Region IV.
Answer #207	Reg IV Facility Profile.pdf and Med Grades; S Grades: ADP, CSU Pop; TCU Pop as of Sept 30, 2011.pdf in located in Questions & Answers Documents\Data
Question #208	52. Please provide a population report for all facilities that shows the number of inmates by Health Grade include those defined in T.I. Number 15.03.13 (to include at least inmate population by Medical and Mental Health Grade)
Answer #208	See attachment "10-14-2011 Mental Health Breakdown Report"
Question #209	53. The RFP includes Utilization Management as a service to be provided on page 15. Further requirements are described in Scope of Services, Performance, and Technical Proposal requirements. a. Is the Department's review limited to the monthly review described in Section 3.2.23 (page 28)? b. If OHS conducts "timely reviews of alternative actions" and requires OHS agreement, then: i. Will there be retroactive denial of the contractor's approval? ii. How will the timely review be completed? iii. Will the Department continue providing any utilization management oversight by reviewers?
Answer #209	a. The review referred to in Section 3.3.23 is a minimum requirement. b. Yes, we require timely reviews: i. Yes ii. Using nationally accepted criteria and requiring daily and/or bi-weekly reports iii. Yes.
Question #210	54. Please identify by title and number of personnel at each site those individuals who currently provide the re-entry and discharge planning services specified by the RFP to be provided by the Contractor in Section 3.20?

Answer #210	See RFP Questions & Answers Documents\Data\Re-Entry Personnel.xls. Note there are other health services positions that support this program; however, the individuals indicated in the attachment directly support the mental health aftercare/re-entry program.
Question #211	55. Is the contractor required to use PRIDE in any capacity? If so, please provide details.
Answer #211	Yes, see Section 3.4.8 and Section 7.8.4.
Question #212	56. We agree with the goal of aiming to meet each of the performance indicators in the performance of daily functions as a method of demonstrating the delivery of excellent services. However, it takes months and often years, to put in place the right mix of staff, leadership, training, systems, and equipment for a program to fully function with minimum adverse events or failures. The RFP requires compliance with the indicators within 90 days of contract commencement. Even if the facility had perfect operations prior to the transition, full compliance is unlikely to be achieved. The majority of thresholds require 95-100% compliance, indicating a near-perfect or perfect operation. Given the many variables inherent in corrections and the practice of medicine, this will be a rare occurrence. National agencies that measure outcomes of medical practice, such as the Joint Commission on Accreditation of Healthcare Organizations, do not have thresholds this high. The potential exists for conflict between the monitor and provider without more detailed definitions of some indicators or interpretation of the standard. For example, Section 3.34.1.1.11 requires "clinician orders and implements plan of care for abnormal diagnostics" does not define "abnormal." Many laboratory tests have slight abnormalities which do not have clinical relevance and the significance of other abnormalities can be interpreted differently by different providers. Another example is Section 3.34.1.1.13, which requires all inmates who come to sick call for the third time with the same complaint be referred to the clinician, and this must be met 100% of the time. The indicator does not define the length of period between the requests. Therefore, this indicator could be interpreted to mean three requests within one month, or one year, or since the beginning of the incarceration. Many indicators, such as Section 3.34.1.1.34, require timely access to inmates. For example, the indicator requires chest x-rays to be completed within 72 hours of positive tuberculosis skin test, 100% of the time. There are many variables unrelated to the health care program that might cause this task to be missed within the required timeframe, and without significant clinical implications. Another example is Section 3.34.1.2.9 which states that "suicide deaths per thousand inmates per fiscal year must be equal to or less than the Department's rate of suicide...", whereas circumstances can exist in which an impulsive act of suicide occurs with an inmate who had no risk factors or interaction with the health services unit (such as following a devastating phone call or external interaction). The RFP indicates that reasonable time shall be granted to develop, respond, and implement corrective actions to indicators of non-compliance, but this does not negate the liquidation of damages for each indicator of non-compliance that will be imposed immediately. As the RFP is written, the vendor is likely to face substantial financial penalties throughout the life of this contract since a near-perfect program is unlikely to be developed quickly or sustained without slight variability on a daily basis. We respectfully request that the RFP be amended to state that the performance indicators and liquidated damages will be negotiated with the selected vendor as part of contract negotiations.
Answer #212	This is a Request for Proposals, not an Invitation to Negotiate. The RFP procurement instrument does not allow for such negotiation and the department declines to make the requested changes.

WEXFORD HEALTH SOURCES

Question #213	1. Please provide (by year) the amounts and reasons for any paybacks, credits, and/or liquidated damages the DC has assessed against the incumbent mental health vendors (Correctional Medical Services/Corizon and Armor) over the term of the current contract.
Answer #213	Correctional Medical Services was assessed $482,500.00 in liquidated damages in FY 2010 for non-compliance of performance standards. Armor was assessed $4,000 in liquidated damages as of October 1, 2011 for a vacancy over 45 days.
Question #214	2. With regard to Direct Order (DO) # 2272196 for mental health services in Region IV: a. Please define the scope of the services included under this DO. b. How much has the State paid to the vendor under this DO since the January 21, 2011 inception of the agreement? c. Please provide a copy of this DO.
Answer #214	a. See the Scope of Service as indicated in 'c' b. Total amount to date is $4,936,044.06 c. DO #2272196 is located in RFP Questions & Answers Documents, Contracts
Question #215	3. Are any of the DC facilities currently subject to any court orders or legal directives? If "yes," please provide copies of the order/directive.
Answer #215	No.
Question #216	4. By region, how many lawsuits pertaining to inmate health care — frivolous or otherwise — have been filed against the DC in the last three years?
Answer #216	There were APPROXIMATELY 41 healthcare lawsuits against the DOC resulting from healthcare services in FY 2010 and 42 in FY 2011 and approximately 36 in 2009 (including appeals).
Question #217	5. Please confirm that all facilities in all four regions are currently accredited by the American Correctional Association (ACA). If not, please provide a list of those facilities that have not yet achieved accreditation.
Answer #217	See Answer #69
Question #218	6. Please provide the most recent ACA audit date for each accredited facility.
Answer #218	See Answer #69.
Question #219	7. Thank you for the staffing data provided in Exhibit K. Unfortunately, this data is not organized in a manner that will enable bidders to provide accurate pricing and staffing plans in their proposals. Therefore, for each facility in Region I, II, III, and IV, please also provide the following additional information. a. Number of FTEs, BY POSITION, for each facility. b. Current health service staffing schedules by facility, shift, and day of the week. c. A listing of the current health service vacancies, by position
Answer #219	a. & b. See RFP Questions & Answers Documents\Staffing Data\nursing Utilization 2011-2012.xlsx c. See RFP Questions & Answers Documents\Staffing Data\Health Services Vacancy Report.xlsx
Question #220	8. For each facility in Region I, II, III, and IV, please identify the year-to-date number of external agency hours (by position) that have been used to fill vacancies.

Answer #220	See RFP Questions & Answers Documents – Nurse Agency Reports.
Question #221	9. Thank you for the Collective Bargaining Agreements (CBAs) provided in Exhibit V. Please clarify the following. a. Which positions are covered by each CBA b. Which facilities are covered by each CBA c. Complete contact information for a designated contact person at each union d. The number of union grievances that resulted in arbitration cases over the last 12 months
Answer #221	a. See Exhibit V b. The individual is covered, not the facility c. There are three collective bargaining units that cover the medical staff employed at the Department of Corrections. See RFP Questions & Answers Documents\Contracts\Collective Bargaining Units Covering Health Services Class Titles at DOC.pdf d. There have been no collective bargaining grievances filed by medical staff that have been filed at arbitration over the past twelve months (10/31/2010 – 11/1/2011).
Question #222	10. For each facility in Region I, II, III, and IV, please provide current wage/pay/reimbursement/ seniority rates for incumbent health service staff.
Answer #222	See RFP Questions & Answers Documents\Data\Health Services Rate_Benefits By Region Loc_20111101.xls
Question #223	11. Please indicate (a) how recent the data is, e.g., 2010, 2011, etc. and (b) the source of this salary/rate information, e.g., DC records, data from incumbent mental health vendor, etc.
Answer #223	The information on salaries is from current Department personnel and budget records. Of the two vendors in Region IV, CMS is paid on an inmate per diem rate and Armor is paid on a cost plus contract.
Question #224	12. Please confirm that the time health services staff members spend in orientation, in-service training, and continuing education classes will count toward the hours required by the contract.
Answer #224	Yes
Question #225	13. For each facility in Region I, II, III, and IV, please provide the capacity and average daily population of each of the facility's segregation units.
Answer #225	*Security and* Med Grades; S Grades: ADP, CSU Pop; TCU Pop as of Sept 30, 2011.pdf in located in RFP Questions & Answers Documents\Data
Question #226	14. Thank you for the medical equipment inventory provided in Exhibit L. For each facility in Region I, II, III, and IV, will the DC also please provide an inventory of office equipment (e.g., PCs, printers, fax machines, copiers) currently in use and identify which equipment will be available for use by the selected provider?
Answer #226	This equipment will not be available to the selected vendor. See section 3.16, Computer and Information Systems; and 3.16.4, Contractor's Network. For information purposes only, there is a list in the RFP Questions & Answers Documents\Data\OIT Inventory List.pdf, of the inventory count of in-use PCs, laptops and printers at each Institution with associated sub-sites. (Some additional sites might be shown.) It is segmented by Region. See RFP Questions & Answers Documents\Data\RMC Inpatient PC Inventory.pdf
Question #227	15. Thank you for the medical equipment inventory provided in Exhibit L. However we did not see medication carts on the inventories. For each facility in Region I, II, III, and IV, please indicate how many medication carts the DC will make available for use by the selected provider.

Answer #227	Medication carts are included in the inventory lists for a number of institutions (they may be listed as "Med Bin Cart" or "Medical Cart").
Question #228	16. Who will be financially responsible for Internet access for health unit staff?
Answer #228	The vendor is responsible for Internet access and usage. See section 3.16.4 Contractor's Network.
Question #229	17. For each facility in Region I, II, III, and IV, please identify HOW, and BY WHOM, the following services are currently provided. a. Laboratory services b. Optometry services c. Dental services d. Radiology services (film) e. Radiology services (digital) f. Ambulance services g. Dialysis services
Answer #229	a. & b. See RFP Questions & Answers Documents – Contract – Contract Service Information.xlsx c. All routine dental services are provided on-site at major institutions. Except for Jefferson CI all dental care provided on-site is done by Florida Department of Corrections employees. Jefferson CI has an on-site full time Contract Dentist. d. – g. Same as a & b, above.
Question #230	18. Senate Bill 2000 states "*Any intent to award for comprehensive health services is contingent upon a cost savings of at least 7 percent less than the Department's Fiscal Year 2009-2010 healthcare expenditures. In order to achieve these cost savings, the contracts shall be written in a manner that enables the contractors to access the legislatively mandated Medicare plus 10 percent provider rates available to the Department.*" Please explain exactly how the DC intends to write the contract(s) to ensure that the selected Vendor(s) will be able to obtain Medicare +10% rates from hospitals and other providers throughout the State.
Answer #230	The Department does not have the authority to give contractors the statutory authority found in 945.6046, Fla. Stat.
Question #231	19. RFP Section 5.11 refers bidders to RFP Exhibit E for the Department's Fiscal Year 2009-2010 healthcare expenditures. Unfortunately, Exhibit E contains multiple FY09-10 cost reports. These reports include not only institutional health care costs, but also regional administration and Central Office costs. In order to determine the value of the mandatory 7% reduction, bidders need to know exactly which FY9-10 medical costs to use in our calculations. • The "Institutions Only" amount of $404,342,161 in the *Total Expenditures by Location FY 2009-2010 – Summary* file? • The "Grand Total" amount of $425,300,692 in the *Total Expenditures by Location FY 2009-2010 – Summary* file? • Some other number? BY REGION, please clarify which amounts in Exhibit E we should consider as "the Department's Fiscal Year 2009-2010 healthcare expenditures."
Answer #231	See the Total Expenditures by Location FY 2009-2010 Revised - 10-24-2011 Summary (Answer #42). Note that this report has been revised to remove costs from central office that were assigned to institutions.
Question #232	20. Does this amount represent 100% of all expenditures relating to the DC inmate health services program? In other words, are there any other costs associated with health services that are paid by other agencies (such as a Central Management Services or General Services Fund) and that are not included in RFP Exhibit E, e.g., medical malpractice insurance, funding of retirement benefits, workers compensation, life and health insurance, etc?

Answer #232	Total Expenditures by Location FY 2009-2010 Revised - 10-24-2011 Summary (Answer #42). The amounts in Column W, Personnel Assessment and Column Z, Risk Management are paid in another budget entity.
Question #233	21. What are the designated emergency or "911" hospitals for each DC facility?
Answer #233	The Department does not designate emergency or '911' hospitals since this is the responsibility of the responding Emergency Management System (EMS).
Question #234	22. What other hospitals are currently being utilized by each DC facility?
Answer #234	See Exhibit O, Current Health Services Contracting Services. Where the Department does not have a contract with a local hospital, the correctional institution will use the nearest medical facility that can provide the required level of health care for the inmate.
Question #235	23. For each facility in Region I, II, III, and IV, please identify any specialty clinics currently conducted onsite, and indicate how many hours per week each clinic is held.
Answer #235	Refer to Answer 198 - clinic hours vary depending on patients scheduled.
Question #236	24. For each facility in Region I, II, III, and IV, please provide a current Sick Call schedule.
Answer #236	Sick call requirements are outlined in Procedure 403.006.
Question #237	25. Please identify any facilities, in addition to RMC, where the DC currently provides dialysis.
Answer #237	Dialysis is currently being provided at Broward CI.
Question #238	26. For each facility in Region I, II, III, and IV, please provide the following information relating to infirmary care. a. Number of infirmary beds b. Number of other medical beds (if any) c. Average occupancy rate of the infirmary
Answer #238	a. See RFP Questions & Answers Documents\Data\Infirmary Beds b. None c. Information not available
Question #239	27. Thank you for the mental health specialty facility data provided in Exhibit D. For each TCU, CSU, and CMHTF in Region I, II, III, and IV, will the DC also please provide average occupancy rates for the past three years?
Answer #239	See RFP Questions & Answers Documents\Data\EOM Filled vs Vacant Beds.xls
Question #240	28. Does the DC have any special expectations with regard to staffing and programming for special populations, e.g., female offenders, dual-diagnosed offenders, etc?
Answer #240	All service requirements outlined in health services policy, including, but not limited to: HSB 15.03.25 (Impaired Inmate Services); HSB 15.03.39 (Health Care for Pregnant Inmates).
Question #241	29. Please provide the ratio of inmates to Mental Health Professionals for: a. Correctional facilities b. TCUs c. CSUs d. CMHTF

Answer #241	See Exhibit K, "Baseline Staffing Notes"
Question #242	30. Please provide (a) job descriptions and (b) minimum education and licensure requirements for the following positions. a. Human Services Counselors b. Institutional Counselors
Answer #242	a. Human Services Counselors: The incumbent in this position is considered to have regulatory responsibilities and is subject to the provisions of Chapter 60L-36, Florida Administrative Code. The incumbent in this position is expected to become familiar in the department's reentry initiatives; display leadership skills that demonstrate the department's commitment to reentry efforts for offenders while maintaining a professional demeanor. The employee in this position spends a minimum of 75% of his/her time performing duties that involve contact with inmates in a correctional institution. This is work providing professional counseling and pre-release continuity of care planning services in the Mental Health Department. This position is located in either the inpatient unit or outpatient setting. The work involves preparing programs and services for inmates. Duties may include, but will not be limited to the following: Provides individual services and collects social, educational, vocational, criminal, and mental health data. Reviews records, contacts families, and other resources of information pertaining to care in a mental health setting. Conducts professional group and individual counseling for the readjustment or reentry of mentally ill or developmentally disable inmate patient when needed. Participates on a Multi-Disciplinary Services Team and collaborates with other members of the treatment team in executing the treatment plan. Assists eligible mental health inmates with pre-release processing of Supplemental Security Income and Social Security Disability Insurance Applications through the Social Security Administration. Coordinates special visits for in-patients and assists them with contacting outside agencies in order to gain needed services for continuity of care in post-release. Performs other related duties as assigned b. Institutional Counselors: The incumbent in this position is considered to have regulatory responsibilities and is subject to the provisions of Chapter 60L-36, Florida Administrative Code. The incumbent in this position is expected to become familiar in the department's reentry initiatives; display leadership skills that demonstrate the department's commitment to reentry efforts for offenders while maintaining a professional demeanor. The employee in this position spends a minimum of 75% of his/her time performing the duties, which involve contact with inmates in a correctional institution Administer and proctor screening Psychological tests to all inmates going through intake while ensuring the proper testing atmosphere and rapport. Scoring of all screening psychological tests and completion off all data and summary sheets. Acts as a liaison between institutional mental health staff and community mental health staff to ensure appropriate referrals for treatment. Maintaining records of all work done and tests results in a confidential manner and dispersion of test results according to written policy. Implement systems insuring that testing has been attempted with all incoming inmates. Coordinate testing program, in terms of scheduling, with other departments of the intake process. Perform related work as required.
Question #243	31. For each facility in Region I, II, III, and IV, please provide the following information about medication administration.

	a. Who administers medications, e.g., RNs, LPNs, medical assistants? b. How are medications distributed, i.e., pill line or med pass? c. Where does medication distribution take place, i.e., do medication carts go to the housing units or do inmates come to the medical units? d. How often is medication distributed each day? e. How long does it take to perform the average medication distribution process?
Answer #243	a. LPN's, RN's and trained Unit treatment rehabilitation specialist in the Mental Health Unit only. b. A combination of both. c. A combination of both. d. A minimum of twice a day and more often if prescribed e. Approximately 2 hours not including preparation time which can add approximately 2 additional hours.
Question #244	32. Thank you for the pharmacy data provided in Exhibit H. Please also tell us the average number of inmates, BY REGION, receiving pharmaceutical treatment each month for the following conditions. a. Psychiatric disorders b. Hepatitis C c. HIV/AIDS d. Hemophilia
Answer #244	See RFP Questions & Answers Documents\Pharmacy Data\question 244. Prescription dispensing data retrieved from cips software. Does not include all patients receiving pharmaceutical treatment
Question #245	33. For each of the four Regions, and for the RMC by itself, please provide monthly statistical data for each of the following categories. a. Number of inpatient offsite hospital days b. Number of outpatient surgeries c. Number of outpatient referrals d. Number of trips to the emergency department e. Number of ER referrals resulting in hospitalization f. Number of ambulance transports g. Number of dialysis treatments
Answer #245	a. Refer to exhibit 9e b. Refer to exhibit 9d c. Refer to exhibit 9d and new consult report d. Refer to new ER reports e. UM does not track this information f. UM does not track this information g. Region 2 - RMC dialysis treatments per month 950 hemo and 220 peritoneal. Region 4 - Broward CI 36 hemodialysis treatments per month
Question #246	34. Please provide historical health services cost data broken out into at least the following categories. a. Laboratory services b. X-ray services
Answer #246	See the Institutional Management Report located in Exhibit E.
Question #247	35. Please provide three years of historical cost data on what the Department spends with PRIDE on healthcare-related services.
Answer #247	FY 2008-2009 $1,183,181 FY 2009-2010 $1,366,092 FY 2010-2011 $1,398,434 Total $3,947,707

Question #248	36. Has the DC approved any transplant procedures in the past three years? If "yes," please provide details on which Region, the type of transplant, and the cost of the procedure.
Answer #248	Yes, 3 bone marrow transplants. 1 case Region IV - $420,670.48 Jackson Hospital Miami, 2 cases both originated in Region 2 ($270,447.38) procedures were done at Florida Hospital South, 1 case currently admitted no cost data available yet.
Question #249	37. Please confirm that the Contractor will not be financially responsible for any of the following services. a. Neonatal or newborn care after actual delivery b. Sex change surgery (including treatment or related cosmetic procedures) c. Contraceptive care including elective vasectomy (or reversal of such) and tubal ligation (or reversal of such) d. Extraordinary and/or experimental care e. Elective care (care which if not provided would not, in the opinion of the Medical Director, cause the inmate's health to deteriorate or cause definite and/or irreparable harm to the inmate's physical status) f. Autopsies g. Any organ (or other) transplant or related costs, including, but not limited to labs, testing, pharmaceuticals, pre- or post-op follow-up care, or ongoing care related to a transplant, etc. h. Medications for the treatment of bleeding disorders, including, but not limited to Factor VIII and IX
Answer #249	The contractor will be financially responsible for all care deemed necessary for the inmate population. The conditions listed under subsection b and c and f are not typically approved by the Department. Death Determination Investigations/Autopsies would be the responsibility of the Contractor. In addition, the Contractor will be financially responsible for all treatment of bleeding disorders, including factor VIII and IX.
Question #250	38. Is the DC willing to consider alternatives — such as holding a portion of the successful Vendor's payment or establishing a reserve fund — to the performance bond described in the RFP? The expense associated with implementing a performance bond as security is exorbitant, and will add unnecessarily to the contract price.
Answer #250	See Revised Page 179 for RFP 11-DC-8324, and Revised Page 178 for RFPs 11-DC-8325 through 8328, included with Addendum #3.
Question #251	39. Please indicate the order of precedence among the solicitation documents (e.g., the RFP, initial responses to questions, subsequent responses to questions, exhibits and attachments, etc.) so that in case of contradictory information among these materials, bidders know which of the conflicting data sets to use to create their narratives and calculate their prices.
Answer #251	All solicitation documents are to be considered; addenda, attachments, exhibits, responses to questions, all become part of the RFP.
Question #252	40. Please indicate the medical mission of each of the DC facilities, e.g., geriatric care, cardiology patients, oncology, physically disabled, etc.
Answer #252	Med Grades; S Grades: ADP, CSU Pop; TCU Pop as of Sept 30, 2011.pdf in located in Questions & Answers Documents\Data and Exhibits A & D
Question #253	41. Regarding the DC's future plans for facilities: a. Please provide details on any new facilities being considered to open. b. Please provide details on any facilities being considered to close. c. Please provide details on any facilities being considered for expansion, partial closure/reduction, or change in mission.
Answer #253	Other than the closing of Glades CI, Brevard CI, and Hendry CI, there are no planned new facilities expansions or closures of existing facilities, nor changes in missions.
Question #254	42. Section 2.2 of the RFPs states that "the Department reserves the right to require the Contractor to add or delete institutions and satellite facilities…and to adjust the number of inmates served at any contracted site." Please confirm that changes of this nature would constitute a change in the scope of

	the contract, and therefore allow for re-negotiation of the State's payment amounts to the Contractor.
Answer #254	A change under Section 2.2 *does not* constitute a change in the scope of the contract.
Question #255	43. Section 2.2 of the RFPs also states that "the Contractor must have all required services and staffing in place at the start of the contract." Please confirm that this statement refers to the April 1, 2012 implementation start date, and NOT to the January 1, 2012 contract start date.
Answer #255	Yes, it refers to April 1, 2012; see revised Calendar of Events.
Question #256	44. RFP Section 2.6 states that "The cost of the Health Services Contract Monitors will be a deduction from the monthly management payment to the Contractor. The actual cost for such deductions will be based upon the appropriated rate, salary and expense dollars for the function." a. For each Region, please specify how many Health Services Contract Monitors there will be. b. Please provide "the appropriated rate, salary and expense dollars" for these Health Services Contract Monitors.
Answer #256	a. & b. Each regional health services monitoring team will be comprised of clinical and administrative staff. There will be 25 FTE total for all 4 regions, with 6 ½ FTE per region for Regions I and II, and 6 FTE for Regions III & IV (regions I & II will split an additional mental health monitor). Total cost statewide is $2,333,000 in salary and benefits, as follows: Regions I and II - approximately $609,500 per year in salary and benefits; Regions III & IV - approximately $557,000 per year in salary and benefits.
Question #257	45. Are females received through the DC's four reception centers (NWFRC, RMC, CFRC, and SFRC)? If not, where are female inmates taken into the prison system?
Answer #257	The reception centers for female inmates are Lowell CI and Broward CI.
Question #258	46. Please confirm that the term "clinician," as used throughout the RFPs, includes mid-level practitioners (NPs and PAs) as well as physicians.
Answer #258	Yes, this term includes ARNPs, CAs and PAs.
Question #259	47. Thank you for the secure unit data provided in Exhibit D. Will the DC also please provide average occupancy rates for the Jacksonville and Kendall secure units for the past three years?
Answer #259	Memorial – 2011 – 80%, 2010 – 68%, 2009 - 71%. Kendall – 2011 – 37.16%, 2010 – 16.47%, 2009 – 15.1%.
Question #260	48. If the Department proceeds with the mission change for RMC described in RFP Section 3.3.13, what will the facility's new mission be?
Answer #260	The status of RMC, as indicated under Section 3.3.13, would be based on the proposal of the awarded vendor.
Question #261	49. Should bidders include the cost of operating RMC under its new mission in their pricing option for the "second plan that includes the use of community hospitals only"?
Answer #261	Yes.
Question #262	50. Please provide RMC-specific utilization patterns for the past three years, so that bidders can isolate that facility and provide accurate pricing for the two options required in RFP Section 3.3.13.
Answer #262	RMC Hospital Utilization Patterns

	2008 - 2009	Number of Admissions	Total Number of Days		2009 - 2010	Number of Admissions	Total Number of Days
	8-Jul	165	2,978		10-Jan	129	2,439
	8-Aug	182	3,080		10-Feb	146	2,004
	8-Sep	173	3,304		10-Mar	201	2,321
	8-Oct	206	3,231		10-Apr	173	2,082
	8-Nov	163	3,200		10-May	137	2,333
	8-Dec	201	3,087		10-Jun	180	2,375
	9-Jan	171	2,987		10-Jul	149	2,660
	9-Feb	191	2,846		10-Aug	165	2,580
	9-Mar	186	3,052		10-Sep	184	2,599
	9-Apr	170	3,012		10-Oct	163	2,416
	9-May	164	3,146		10-Nov	144	2,382
	9-Jun	169	3,083		10-Dec	144	2,453
	9-Jul	165	3,294		11-Jan	159	2,561
	9-Aug	150	3,095		11-Feb	149	2,377
	9-Sep	203	3,018		11-Mar	153	2,452
	9-Oct	193	3,097		11-Apr	159	2,386
	9-Nov	145	3,000		11-May	134	2,352
	9-Dec	129	2,999		11-Jun	117	2,231
					11-Jul	100	2,169
	Totals	3,126	55,509			2,886	45,172
	Avg / Month	162	2,721		Total for 3 Years	6,012	100,681
Question #263	51. The DC provided a Price Information Sheet that includes fields for ""Comprehensive Healthcare Services" as well as for "Comprehensive Healthcare Services (Not including Pharmacy Services)." Will the Department be providing an updated Price Information Sheet (and the associated updated Pricing Matrices) that also includes fields for "Comprehensive Healthcare Services (Not including RMC)"?						
Answer #263	See revised Price Information Sheet, on Revised Page 196 for RFP 11-DC-8324, and Revised Page 195 for RFPs 11-DC-8325 through 8328, and Added Page 196A for RFP 11-DC-8324, and Added Page 195A for RFPs 11-DC-8325 through 8328.						
Question #264	52. Please quantify the numbers of (a) first aid kits and (b) Automatic External Defibrillators (AEDs) the contractor will be expected to provide, as required by RFP Section 3.3.21.						
Answer #264	The following file RFP Questions & Answers Documents\Data\AED.xls contains the last inventory of AEDs (See Answer #85). First Aid Kits are available in each institution; however, we do not have a current inventory.						
Question #265	53. RFP Section 3.5.15 states that the DC funds four (4) APA-approved Doctoral Psychology Internship programs per year. What is the annual cost of funding these four internships?						
Answer #265	It is one Internship program with 4 interns, see cost data in Answer #92						
Question #266	54. RFP Section 3.7 contains the following unfinished sentence: "Pharmaceutical Services are excluded from…" Please finish this sentence.						

Answer #266	See revised Section 3.7, on Revised Page 41, included with Addendum #3.
Question #267	55. Please confirm that a Retail Pharmacy Wholesaler permit satisfies the requirement in RFP Section 3.7.1.1 that the contractor or subcontractor must have an appropriate Wholesale distribution permit.
Answer #267	Yes
Question #268	56. RFP Section 3.7 states that "proposers shall provide two pricing packages, one of which will include the requirements outlined in this section and one that excludes Pharmaceutical Services." Based on this statement, the Contractor will either (a) be financially responsible/at risk for the cost of pharmaceuticals or (b) the DC will continue to provide and pay for pharmaceuticals directly. Therefore, please explain the terminology in RFP Section 3.7.1.5 that requires the Contractor to reimburse the State, at no additional cost, for all prescriptions and medications that can be returned to the pharmacy.
Answer #268	The vendor shall pay shipping costs for returned medications to the Department Pharmacies whether the Department retains pharmacy services or not. The vendor shall not bill the department for processing prescription returns.
Question #269	57. RFP Section 3.15 states that "The goal of the Department is to develop a telehealth management application." Please provide additional detail about the "telehealth management application." a. Who will be responsible for developing the application: the DC or the selected health care contractor? b. What is the current status of the telehealth management application development process, i.e., how far has the Department moved forward? c. Please identify any telehealth management application vendors the DC has already contacted about the project.
Answer #269	The vendor may provide application as a value added service – "Telehealth is to be a web-based, integrated, COTS system." "Telehealth is not currently utilized in any region" of the Department and the Department has not contacted any vendors in regards to this RFP. See Revised Pages 50 and 51, included with Addendum #3.
Question #270	58. An electronic health record (EHR) will provide the same benefits as expected of the telehealth management application, e.g., assist staff in use of resources; improving overall quality of inmate healthcare; enhance consistency of inmate healthcare, etc. Does the Department expect a separate "telehealth management application" over and above the EHR required by the RFP?
Answer #270	Yes.
Question #271	59. Section 3.16.2 of the RFP states that "Authorized LAN to LAN connections must utilize IPSec security with either Triple DES or AES and be provided and managed by a Department-approved VPN service provider." Please provide a list of Department-approved VPN service providers.
Answer #271	The LAN to LAN connection uses Department of Management Services offering and the current VPN service provider is Hayes
Question #272	60. If the State awards separate Regional contracts to multiple, different health care vendors, will the DC select and implement (a) a single statewide electronic health record (EHR) solution across all vendors; or (b) a different EHR in each separately awarded Region, according to the EHR described in each vendor's proposal?
Answer #272	If multiple Vendors are selected, then each can use their own EHR system. The Vendors, at their own cost, will be responsible for integrating their systems to each other.
Question #273	61. Please clarify how the Department envisions managing inter-Region patient transfers and continuity of care, if it would select and implement different EHRs in the different Regions?
Answer #273	See Answer #272

Question #274	62. If the Department's goal is a single statewide EHR, what process will the DC use to select and implement its preferred solution if multiple different health care vendors are awarded the various Regions?
Answer #274	See Answer #272
Question #275	63. The RFP requires the proposed EHR solution to be a "hosted" solution, i.e., the Department will not host or maintain the servers within their data center. Will site-level PCs/users be connected to the Department network (LAN/WAN and internet access) in order to have access to the third party hosting center?
Answer #275	No, the vendor will provide their own network. Users will not directly access the Department network. See section 3.16, Computer and Information Systems.
Question #276	64. Does the Department have a PC hardware standard that must be followed with contractor-provided equipment? If so, please provide the required specifications.
Answer #276	Yes. Base Unit: OptiPlex 380 Minitower Base Standard PSU (224-7554) Processor: Pentium Dual Core E5800/3.2GHz,2M,800FSB, Optiplex 380 (317-6633) Memory: 2GB,Non-ECC,1333MHz DDR3,1x2GB,Dell OptiPlex 780/380 (317-7664) Keyboard: Dell USB Entry Keyboard, No Hot Keys, English, OptiPlex (331-2024) Monitor: Dell Professional 19 Inch Monitor P190S, HAS, USB, OptiPlex, Precision, Latitude, Enterprise (320-1090) Video Card: Integrated Video,GMA 4500,Dell OptiPlex 760,960 and 980 (320-7407) Hard Drive: 250GB SATA 3.0Gb/s and 8MB Data Burst Cache,Dell OptiPlex 780/580 (341-9793)
Question #277	65. Who is financially responsible for the cost of offsite health services provided to DC inmates housed in County jails, as described in RFP Section 3.19.2 County Jail Work Programs?
Answer #277	The awarded Contractor is responsible for these costs.
Question #278	66. Who is financially responsible for the cost of offsite health services provided to federal inmates housed in DC facilities, as described in RFP Section 3.19.3 Federal Inmates?
Answer #278	The awarded Contractor is responsible for these costs.
Question #279	67. Will the FTEs (discharge planners, social workers, mental health professionals, etc.) responsible for operating the HIV Pre-Release Planning and Mental Health Re-Entry (Aftercare) programs described in RFP Section 3.20 Discharge Planning (a) remain State employees, or (b) become vendor employees under the awarded contract?
Answer #279	HIV Pre-Release Planners will a) remain State employees. The positions for Mental Health Re-entry (Aftercare) program specialists will b) become vendor employees.
Question #280	68. If the HIV Pre-Release Planning FTEs become Contractor employees, will the program continue to be 100% funded through federal Ryan White Title B funds?
Answer #280	The Department will retain the HIV Pre-Release Planning program FTEs as state employees, since these positions are funded through federal Ryan White grant dollars.
Question #281	69. Who is financially responsible for the cost of printing/producing forms, as described in RFP Section 3.27.9?
Answer #281	The Contractor.
Question #282	70. So that bidders can evaluate the documents for formatting, data fields, level of detail, preparation time, etc., please provide a current copy of each of the 60 reports required by RFP Section 3.32.

Answer #282	Many of the report formats were included in Exhibit C (See Health Services Forms).
Question #283	71. RFP Section 3.32.11.4 states that "The Contractor shall self-monitor compliance with the performance measures listed in Section 3.34 of this solicitation and provide one quarterly report indicating the compliance rates for each institution." a. Does the DC intend for the Contractor to self-report at each of the 60+ major correctional institutions, on each one of the more than 200 performance measures listed in RFP Section 3.34, on a quarterly basis? b. If yes, please provide a copy of the report the DC currently uses to report on its compliance with these more than 200 performance criteria. c. If these reports do not currently exist, will the DC please allow the Contractor a 3- to 6-month grace period to develop, roll out, train respondents on, and begin providing these reports?
Answer #283	a. Yes b. Many of the report formats were included in Exhibit C (See Health Services Forms). c. No, the transition period allows sufficient time to develop report formats (transition to be completed by June 30, 2012).
Question #284	72. Please confirm that the $1,000 deduction referenced in RFP Section 3.36.2.1 is assessed only once per month for any given vacancy, not once per each shift the position is vacant during the month.
Answer #284	See revised Section 3.36.2, Staffing, on Revised Pages 123 and 124, included with Addendum #3.
Question #285	73. RFP Section 3.36.2.1 states that if a position is not staffed on any day or shift, the Contractor will be penalized. This seems to conflict with RFP Section 3.36.2.3, which states that the Contractor will be penalized only if staffing levels fall more than 10% below the contracted staffing plan. Please clarify this apparent inconsistency.
Answer #285	There is no conflict in the language, as liquidated damages can be applied separately or together depending on the circumstances.
Question #286	74. RFP Section 3.36.2.1 appears to require the Contractor to maintain 100% staffing 100% of the time, in order to avoid being penalized. As shown by the more than 16% vacancy number calculated from the data in the *Total Expenditures by Location FY 2009-2010-Summary* file in RFP Exhibit E and the *Baseline staffing notes 9-7-11* file in RFP Exhibit K, the DC does not currently staff at this level. Normal turnover, delays in clearance, notice requirements, periodic unscheduled absences, and time off are unavoidable. Even if the Contractor would consistently staff all facilities at 95% — which exceeds industry standards, and is more than 11% higher than the DC's current staffing level — the $1,000 per vacancy per shift penalty structure would equate to just under $33 million in annual damages across the four Regions. This is based on the following calculation. 2,532 FTEs X 0.05 (95% fill rate) X $1,000/shift X 5 days/week X 52 weeks/year = $32,916,000 Bidders will have to add dollars into their pricing to cover these inevitable penalties. This will needlessly and artificially inflate the cost of the contract(s). Instead of this penalty system, will the DC please consider a more reasonable model, based on more realistic coverage requirements, where the Contractor reimburses the State for unfilled positions?
Answer #286	The Department will allow the vendor to use locum tenens and other contracted agency staff to staff positions full time for a period not to exceed one week, without penalty. See revised Section 3.36.2, Staffing, on Revised Pages 123 and 124, included with Addendum #3.
Question #287	75. Please provide a list of all of the "applicable state and/or federal licenses related to services provided under the RFP," as referenced in RFP Section 5.2.12.2.
Answer #287	See Exhibit C, in addition, the Department of Health website contains requirements for the State of Florida. http://www.doh.state.fl.us/

Question #288	76. Please clarify the difference between the requirements of RFP Section 5.2.11 and Section 5.2.12, as they appear to ask for identical information.
Answer #288	Confirmed. See Revised Page 146 for RFP 11-DC-8324, and Revised Page 145 for RFPs 11-DC-8325 through 8328.
Question #289	77. RFP Section 5.4 states "The Proposer shall insert the required information under Tab 5 of the proposal." We believe this is a typo, but please confirm that the DC wants Tab 4-Project Staff information under Tab 4, not under Tab 5 as stated in the RFP.
Answer #289	Confirmed. See Revised Page 148 for RFP 11-DC-8324, and Revised Page 147 for RFPs 11-DC-8325 through 8328.
Question #290	78. Since (a) bidders that do not currently do business in Florida maintain no current Florida-based employees; and (b) it would be unethical for a bidder to hire or make offers to new Florida-based employees prior to having an actual contract (and the actual associated positions) confirmed with the State; please clarify the DC's expectations about how bidders are supposed to identify the Administrative Project Manager, Healthcare Services Program Director, Mental Health Program Director, Dental Services Program Director, Pharmacy Program Director, and Director of Nursing to be assigned to the Contract prior to contract award.
Answer #290	The Department cannot offer advice on how a proposal should be prepared other than to stress that a proposer shall provide the requested information in Section 5.4.1 as part of the bid submission.
Question #291	79. Will the State accept proposed Administrative Project Managers, Healthcare Services Program Directors, Mental Health Program Directors, Dental Services Program Directors, Pharmacy Program Directors, and Directors of Nursing in the proposals, with permanent employees to be named after contract execution?
Answer #291	No, the Department is asking for the names and resumes of any proposed members of the vendor's management team, since this affects scoring of the proposal.
Question #292	80. Correctional health care contractors do not typically recruit, hire, or otherwise engage contract staff prior to a definite contract award. Because they intend to assimilate incumbent staff, most non-incumbent proposers do not maintain large pools of unassigned personnel to take over new contracts. It is very likely that the incoming Contractor will retain the vast majority of incumbent personnel. In fact, for the reasons outlined below, it is standard practice for an incoming contractor to retain as many of the incumbent staff as possible, assuming they meet all clinical requirements and remain acceptable to the client. -Arbitrary replacement of qualified incumbent staff serves no purpose. -Retention of qualified incumbent staff eliminates disruption of services. -Retention of qualified incumbent staff promotes retention and morale. -Retention of qualified incumbent staff ensures continuity of care. -Incumbent staff members are knowledgeable of client policies and procedures. -Incumbent staff members already have security clearances. Therefore, will the DC consider modifying the specifications of RFP Section 5.6.5.3 and RFP Section 5.6.7.4 (which currently require lists of names and resumes for health managers, program administrators, and clinical and support staff members) to require only general position descriptions rather than naming specific individuals that bidders could not possibly identify prior to contract award?
Answer #292	Yes; however, the Department reserves the right to approve and/or disapprove individuals as indicated in the RFP.
Question #293	81. RFP Section 5.6 states that "The Proposer shall provide a Technical Proposal/Service Delivery Narrative identifying how the Proposer will meet the Statement of Purpose and Scope of Services Sought, respectively, of this RFP." This implies that under Tab 6: Technical Proposal, bidders should response to RFP Section 2.3 Statement of Purpose and Section 3 Services Sought. However the next paragraph of the RFP tells us to respond to Sections 5.6.1 through 5.6.25 instead. Please clarify these

	apparently conflicting instructions and indicate what RFP sections bidders are to respond to under Tab 6: (a) the "Statement of Purpose" and "Services Sought" sections; (b) sections 5.6.1 through 5.6.25; or (c) all of these.
Answer #293	Section 5.6, requires Proposers to identify, as part of their Technical Proposal/Service Delivery Narrative, how the Proposer will meet the Statement of Purpose and Scope of Services Sought, respectively, as well as any other proposal submission requirements listed under Section 5.6. As indicated in Section 5.6, the Proposer shall insert the Technical Proposal/Service Delivery Narrative under Tab 6 of the Project Proposal.
Question #294	82. RFP Section 5.6 states that each of the five elements of the Work Plan must be tabbed separately. This conflicts with the ten Tabs specifically outlined in the "Proposal Format and Contents" instructions. Does the DC want Work Plan "sub-tabs" within Tab 6: Technical Proposal/Service Delivery Narrative?
Answer #294	See Answer #117.
Question #295	83. Please clarify the difference between the "Work Plan" required in both RFP Section 5.6 and Section 5.6.1; and the "Program Management Plan" required by Section 5.6.5.
Answer #295	The work plan that is required under Section 5.6.1 is limited to a description of how the vendor will provide specialty care, hospital services, transport and utilization management. The program management plan focuses more on staffing issues.
Question #296	84. With regard to the Work Plan required by RFP Section 5.6, please clarify whether bidders are to respond to (a) the five mandatory Work Plan bullets at the end of Section 5.6; (b) the five different bullets under Section 5.6.1, which are also identified as "Work Plan"; or (c) both sets of conflicting bullets.
Answer #296	See Answer #117.
Question #297	85. RFP Section 5.6.2.9 requires bidders to provide "provide an estimate of personnel costs assuming all positions listed on the Proposer's staffing plan are filled for a 12 month period." Does the DC really want this estimated cost under Tab 6 of the Project Proposal? Or should bidders include it in the Price Proposal?
Answer #297	This information should only be included in the Price Proposal.
Question #298	86. RFP Section 5.6.6.3 Identification of Pharmacy Cost requires bidders to provide pharmacy cost percentages. Does the DC really want these percentages in under Tab 6 of the Project Proposal? Or should bidders include them in the Price Proposal?
Answer #298	These percentages should only be included in the Price Proposal.
Question #299 .	87. RFP Section 5.6.5.7 states that the "The Department is seeking medical services under the supervision of a board certified physician licensed by the Florida Board of Medical Examiners in general medicine or internal medicine." However Section 5.4.1.3 does not require the Healthcare Services Program Director to be board certified. Please resolve these two apparently conflicting RFP requirements.
Answer #299	The requirements under Section 5.4.1.3 and 5.6.5.7 are correct as written.
Question #300	88. RFP Section 5.6.6 states that "The Contractor shall be responsible for all pharmacy institutional licenses, non-formulary medications and emergency prescriptions filled at local pharmacies. If pharmaceutical services are awarded to the contractor, the contractor shall also be responsible for all pharmaceutical services including prescription records, inmate prescriptions and stock medications." a. Does this mean the selected Contractor will be responsible for pharmacy institutional licenses, non-formulary medications and emergency prescriptions filled at local pharmacies, even if the awarded contract excludes Pharmaceutical Services? b. The RFP wording is ambiguous. Please clarify if the Contractor will be responsible for (a) "non-

	formulary medications and emergency prescriptions" that are filled at local pharmacies, or (b) "non-formulary medications" as well as "emergency prescriptions filled at local pharmacies." c. Please provide three years of historical cost data on prescriptions filled at local pharmacies.
Answer #300	a. Yes. The pharmacy license will need be in the vendor's name. b. The Contractor is responsible for all "non-formulary medications" as well as "emergency prescriptions filled at local pharmacies." c. three year data not available. FY 10-11 Inmed data: $29,126.72
Question #301	89. RFP Section 5.6.6.3 Identification of Pharmacy Cost requires bidders to provide pharmacy cost *percentages*. Does the DC want these percentages in the Project Proposal or the Price Proposal?
Answer #301	These percentages should only be included in the Price Proposal.
Question #302	90. Please identify the "two Department secure institutions" referenced in RFP Section 5.6.7.2. Is the DC referring to the two community hospital secure units at Memorial Hospital Jacksonville and Kendall?
Answer #302	Correct, the reference is to Memorial Hospital Jacksonville and Kendall Regional Medical Center.
Question #303	91. Please clarify the difference between the "program administrator" referenced in RFP Section 5.6.7.4 and the "Administrative Project Manager" referenced in Section 5.4.1.2.
Answer #303	Administrative project manager duties outlined in Section 5.4.12. are self-explanatory. The program administrator referenced in Section 5.6.7.4.
Question #304	92. Where and how does the DC currently provide chemotherapy services, as referenced in RFP Section 5.6.8.6?
Answer #304	The Department provides chemotherapy services at RMC hospital. Chemotherapy agents are prepared by the RMC pharmacy and by a contracted vendor. Oral medications may be dispensed at the RMC pharmacy and at the regional pharmacies. Institutions may contract services through local agencies (home health agencies) based on immediate inmate needs.
Question #305	93. RFP Section 5.6.9 states that "The proposer shall use the Department's current baseline staffing (outlined in EXHIBIT K) as the basis for developing the initial staffing plan that shall meet the inmates' clinical needs." a. Is the staffing in RFP Exhibit K minimum required staffing? b. Will the DC accept alternate staffing plans in addition to the one based on RFP Exhibit K?
Answer #305	a. Yes b. Yes; however, any variation will not exempt the vendor from submitting the required documents outlined in the RFP. Any variations in staffing will be subject to Department approval
Question #306	94. Please clarify the difference between what the DC is asking for in RFP Section 5.6.10.5 and RFP Section 5.6.17, as these seem to be asking for duplicate descriptions of the proposed Inmate Health Care Grievance program.
Answer #306	Section 5.6.10.5 deals with inmate requests and complaints, whereas Section 5.6.17 deals with inmate grievances.
Question #307	95. Please clarify the difference between what the DC is asking for in RFP Section 5.6.4 Quality Assurance Program and RFP Section 5.6.13.1, as these seem to be asking for duplicate descriptions of the proposed Quality Assurance program.
Answer #307	See Revised Page 159 for RFP 11-DC-8324, and Revised Page 158 for RFPs 11-DC-8325 through 8328.
Question #308	96. RFP Section 5.11 requires bidders to submit pricing that demonstrates "a cost savings of at least seven percent less than the Department's Fiscal Year 2009-2010 healthcare expenditures." Does the DC intend for bidders to demonstrate the required 7% savings even though the Department's Fiscal Year 2009-2010 healthcare expenditure amount (a) is more than one year old, and (b) does not include costs for multiple items that the RFPs require the Contractor to provide, such as:

	a. 100% fill rate, 100% of the time b. Excessive penalties if this staffing level is not met c. Extensive performance penalties, requiring 100% compliance d. Facility expansions, with associated population increases e. Five years of inflation and salary increases f. An Electronic Health Record g. Significant performance bonds
Answer #308	The 7% savings was mandated by proviso requirements outlined in SB 2000.
Question #309	97. If the contracts resulting from these RFPs are subject to the 1% MyFloridaMarketPlace Transaction Fee referenced in RFP Section 7.4.2, it will add approximately $4 million of unnecessary cost to the total contract price for all four Regions. Will the DC please make the contracts exempt, as allowed under §(2) of Rule 60A-1.031(2) of the Florida Administrative Code?
Answer #309	The Transaction Fee Exemption is approved for this contract. Therefore, the 1% transaction fee is waived.
Question #310	98. The *Price Information Sheet* requires bidders to submit a single Per-Inmate-Per-Day price that will remain the same throughout the first five years of the contract. Bidders must therefore build four years of inflationary increases — averaging more than 4% annually in Florida (2006-2010) — into this single Per-Inmate-Per-Day price. Given this fact, how does the DC want bidders to present their Year One pricing that demonstrates the required cost savings of at least seven percent less than the Department's Fiscal Year 2009-2010 healthcare expenditures?
Answer #310	Proposers must meet the requirement of SB 2000, see Exhibit X.
Question #311	99. While the mental health specifications in the RFPs do not specifically require the Contractor to provide substance abuse services, substance abuse programming is referred to in the RFPs. a. Should bidders include substance abuse programming in their proposals? b. If not, who will provide substance abuse programming under the new contract(s)?
Answer #311	a. No b. The Bureau of Substance Abuse
Question #312	100. While the mental health specifications in the RFPs do not specifically require the Contractor to provide sex offender treatment services, sex offender programming is referred to in the RFPs. a. Should bidders include sex offender treatment services in their proposals? b. If not, who will provide sex offender treatment services under the new contract(s)?
Answer #312	a. Yes; in compliance with Exhibit C, Mental Health, HSB 15.05.03 b. N/A
Question #313	101. Which, if any, of the Central Office FTEs and Regional Administrative FTEs outlined in the *Total Expenditures by Location FY 2009-2010-Summary* file in RFP Exhibit E will remain DC employees after contract award, i.e., which Central Office staff or Regional Administrative staff should bidders not include in their proposals?
Answer #313	The vendor should not include Central Office or Regional Staff in their proposal.
Question #314	102. Thank you for the aggregate population information provided in RFP Exhibit A-Institutional Profiles. For each facility in Region I, II, III, and IV, please also provide a population breakdown by medical and mental health classification level.
Answer #314	For mental health classification numbers, see attachment "10-14-2011 Mental Health Breakdown Report"

Question #315	103. With regard to 340b pricing, Page 14 of RFP Exhibit B, Business Case Analysis states that "the Department pays local County Health Departments to provide medical services at designated institutions." Please identify these designated institutions.
Answer #315	See Answer # 73.
Question #316	104. Could the DC please provide a Table of Contents or Cross-Reference Table to help bidders identify the subject matter of the many files contained in RFP Exhibit C-Policies Procedures Rules Bulletins Manuals Forms?
Answer #316	See RFP Questions & Answers\Forms for copies of the Table of Contents for HSB, Procedures and Forms.
Question #317	105. Most of the cells in the *Staffing Master* files in RFP Attachment 11 are locked, preventing bidders from inserting rows for new positions. How should bidders include proposed additional positions that are not already listed in the *Staffing Master*?
Answer #317	The unprotected spreadsheets are provided RFP Questions & Answers Documents\Attachment 11; however, any variation will not exempt the vendor from submitting the required documents outlined in the RFP and any variations in staffing will be subject to Department approval.
Question #318	106. With regard to the *Total Expenditures by Location FY 2009-2010-Summary* file in RFP Exhibit E: a. For each entry in the "FTE" column, please provide the total percentage of hours filled for each of the institutions over the past six months. b. Please specify whether the data the DC provides in response to (a) includes Agency hours or not. c. Please provide a detailed itemization of exactly what components are included in the "Inmate Health Services" column. d. Please explain why the Central Office total includes amounts for General Drugs and Infectious Disease Drugs. e. Please explain why the Central Office total includes negative amounts for Psychotropic Drugs and Adjustment for Drugs. f. Please explain why the Region IV administration total includes a negative amount for Inmate Health Services.
Answer #318	a. FTE is an 80-hour work schedule over a 2-week period. Reference RFP Questions & Answers Documents\Staffing Data\ Health Service Vacancy Report.xlxs b. Does not include agency c. See institutional Management Report d. Stock drugs and 340b drugs are not assigned to individual institutions in the pharmacy records and are recorded as Central Office expenditures. In column R of the worksheet "Total Expenditures by Location FY 2009-2010 Summary", the estimated costs are assigned to the institutions e. The negative amount in the category psychotropic drugs is an adjustment to FLAIR. The negative amount in the adjustment for drugs redistributes the costs for stock drugs and 340b drugs from Central Office to the institutions. f. The department was reestablishing the Region IV Office during this time. This is an internal adjustment to Inmate Health Services.
Question #319	107. Please provide a more detailed definition of the "Allocated Costs" column in the *Total Expenditures by Location FY 2009-2010-Summary* file in RFP Exhibit E, i.e., please provide more detail than included in the existing footnote at the bottom of the file.
Answer #319	Personnel Assessment, Risk Management Insurance, Allocation of Central Office health services charges to institutions.
Question #320	108. Thank you for the Quality Management Reports provided in RFP Exhibit R. Please also provide the DC's current compliance rate with each of the performance measures listed in RFP Section 3.34.
Answer #320	The Department does not currently have an outsourced model of health care, so we do not have baseline assessments for these indictors. In the past, the Department's health care systems and services have been reviewed internally through a quality management process, and externally by

	the Correctional Medical Authority (CMA). All CMA findings were addressed through corrective action plans (CAPs). The CMA CAPs were not closed until 100% compliance was achieved and approved by CMA. The Correctional Medical Authority was disbanded in July 2011 and no longer exists. The performance measures include in this RFP are based on applicable statutes, rule, polices, health services bulletins and care manuals and were reviewed by representatives from DOC, the Department of Health, the Agency for Health Care Administration and the Department of Management Services.
Question #321	109. Please provide Department of Corrections Rule Chapter 33-103 on formal grievances, as referenced in Health Services Bulletin No. 15.02.01.
Answer #321	Rule Chapter 33-103 (Inmate Grievances) can be find at this website: https://www.flrules.org/gateway/ChapterHome.asp?Chapter=33-103
Question #322	1. Please provide the sign-in sheet from each of the September 26-October 5 site tours.
Answer #322	See RFP Questions & Answers Documents – Sign-In Site Visit Sheets
Question #323	2. For each community hospital contract the DC currently has in place, please clarify what will happen once the DC privatizes inmate health care. Will the contract (a) transfer to the selected Contractor and continue; or (b) become null and void?
Answer #323	The disposition of current contracts will be determined upon award of the contract. However, as part of the transition process, the Department will facilitate introductions between current contractors and the selected vendor(s).
Question #324	3. Please identify the non-contracted community hospitals to which the DC pays more than 110% of Medicare rates, as a result of the hospital reporting a negative operating margin (as per 2009 SB 1722).
Answer #324	See RFP Questions & Answers Documents – 2010 Detailed Tables.xlsx
Question #325	4. For each of these community hospitals, please provide the rate the DC is currently paying.
Answer #325	The Department pays non-contracted hospitals at either 110% or 125% depending on the reported operating margin indicated in the Agency for Healthcare Administration's annual report. Contracted hospital compensation can be found in Exhibit O
Question #326	5. Thank you for the staffing data provided in Exhibit K. Unfortunately, this data is not organized in a manner that will enable bidders to provide accurate pricing and staffing plans in their proposals. Therefore, for each facility in Region I, II, III, and IV, please also provide the following number of hours worked, BY POSITION, for each facility.
Answer #326	The unprotected spreadsheets are provided RFP Questions & Answers Documents\Attachment 11; however, any variation will not exempt the vendor from submitting the required documents outlined in the RFP and any variations in staffing will be subject to Department approval.
Question #327	Please provide the following data for each facility in Regions I, II, III, and IV: • Frequency of bio-hazardous waste pickups • Number of containers per pickup
Answer #327	See Contract Service Information.xlsx for the scheduled pick-up per institution. Payments are based on $1,300 per institution per month, regardless of the containers and/or weight.
GEO Care	
Question #328	1. Section 3.34.1.2.15, page 106 The RFP provides an outcome measure and standard for sex offender screening and Section 3.36.4.15

	(page 131) requires liquidated damages for noncompliance in this area. By contrast, sex offender screening and treatment is not mentioned in 3.5 Mental Health/Behavioral Health, page 35 or elsewhere in the scope of service. Please provide clarification regarding whether sex offender screening and/or treatment are within the scope of service of this RFP?
Answer #328	Yes it is; see Exhibit C HSB 15.05.03
Question #329	2. Section 3.5.15, page 40 The RFP requires the funding and incorporation of the Psychology Doctoral Internship training director and interns in the mental health service delivery system to satisfy the internship requirements. The current Psychology Doctoral Internship Program's primary rotation is at Zephyrhills Correctional Institution in Region III and the other rotations are also at facilities outside of Region IV. Are interns currently located at facilities within Region IV? If so, how many? If not, is an expansion of the Internship Program to Region IV facilities required for this RFP? Also, please provide a breakdown of the costs associated with the current training director and interns.
Answer #329	There are no FDOC doctoral psychology interns located in Region IV. Expansion into Region IV is not a requirement.
Question #330	3. Section 3.5, page 35 The RFP requires review of current staffing patterns but Exhibit K does not appear to include the full mental health staffing in Region IV. Please provide the staffing for all mental health staff in the institutions included in this RFP.
Answer #330	See additional staff included in the Armor purchase order under Matrix – Armor Staffing 9.16.11. Mental health staffing is in all institution except South Bay CF and Moore Haven CF, which are private facilities, are available in Exhibit K.
Question #331	4. Section 3.5.4, page 37 The RFP indicates that a minimum of 12 hours of treatment is required at the CSU and TCU but policy 15.05.05 indicates that 17 hours of programming should be available in the TCU. Please provide the minimum hours of treatment required in the TCU.
Answer #331	12 hours (changed by memo in 2003)
Question #332	5. Section 3.36.2.1 Positions Not Staffed per Staffing Plan, page 123 Please confirm that our understanding of Section 3.36.2.1, Positions Not Staffed Per Staffing Plan, is accurate? Example: • South Florida Region IV Healthcare Staffing = 600 FTEs • Typical acceptable healthcare vacancy at ACA Accredited institutions = 3% to 5% • Vacancies that 3-5% represents (in FTE's) = 18 to 30 FTE's • Liquidated Damages/ shift = $1,000 Would the annual Liquidated Damages in this estimate amount to $4.6 million to $7.8 million ($1,000 * (18 to 30FTE's) * 5 shifts per week * 52 weeks)?
Answer #332	Yes, this is correct. However, the Department will allow the vendor to use locum tenens and other contracted agency staff to staff positions full time for a period not to exceed one week, without penalty. See revised Section 3.36.2, Staffing, on Revised Pages 123 and 124, included with Addendum #3.

Question #333	6. In order to maintain consistency would the Department consider offering a staff vacancy plan for this RFP similar to the staff vacancy plan covered in RFP 11-DC- 8296, Operation and Management of South Florida Correctional Institutions & Satellite facilities, Section 4.4.1.3, page 69 to 71?
Answer #333	No. The Department has added the flexibility outlined in Answer #332 above to address the concerns cited by several vendors.
Question #334	7. Section 3.36.2.1 Positions Not Staffed per Staffing Plan, page 123 What is the current vacancy rate in Healthcare, broken down by position, for the facilities covered by this RFP?
Answer #334	See RFP Questions & Answers Documents\Staffing Data\ Health Service Vacancy Report.xlxs
Question #335	8. Section 5.11 Price Proposal, page 160 Provide a detailed breakdown of the following for the healthcare services covered by the RFP for Region IV: How much the Department spent in FY2009-2010 How much the Department spent in FY2010-2011 Is the FY2009-2010 amount above for healthcare expenditures, the amount used to measure the threshold referred to in the Proviso language in Exhibit X?
Answer #335	See Institutional Management Report: Report FY 09-10, 6-7-6a Institutional Management Report FY 10-11.
Question #336	9. 3.3.19 Off-Site Transportation, page 26 Is the $250 per trip contractor payment assessed for trips to the Secure Hospital Units when those units are over 45 miles from the Correctional Institution?
Answer #336	Inmate transfers/movements/referrals between institutions for security and/or health related needs are not applicable to this issue. In addition, the Department has determined that transfer mileage will be changed to 50 miles round trip before any charges are assessed. See revised Section 3.3.19, Off-Site Transportation, on Revised Page 26, included with Addendum #3.
Question #337	10. Please provide the current 24/7 staffing pattern, including contractors and the relief factor, in place at each institution in Region IV by shift and job title, for each day of the week, for services requested in the RFP.
Answer #337	Each institution is responsible for its staffing pattern management. Exhibit K reflects a list of all positions sorted by central office and regions to include each institution. The working titles and position numbers beginning with nine denote OPS positions. Administrative shifts are Monday – Friday. Nursing coverage is 24/7. Shift assignment for all nursing positions is provided in Exhibit K. CMS staffing plan is in Exhibit K (Reg IV Comprehensive MH Staffing 9-7-11.pdf. Armor's staffing plan is located in RFP Questions & Answers Documents\Contracts
Question #338	11. Section 2.6, Pricing Methodology, page 14 What is the estimated cost to Contractors for "The cost of the Health Services Contract Monitors…," the number of Health Services Contract Monitors that will be needed, and what are comparable monitors being paid today. Also, are there monitors in place today for existing contracts? If so, how many monitors are in place?
Answer #338	Each regional health services monitoring team will be comprised of clinical and administrative staff. There will be 25 FTE total for all 4 regions, with 6 ½ FTE per region for Regions I and II, and 6 FTE for Regions III & IV (regions I & II will split an additional mental health monitor). Total cost statewide is $2,333,000 in salary and benefits, as follows: Regions I and II – approximately $609,500 per year in salary and benefits; Regions III & IV – approximately $557,000 per year in

	salary and benefits.
Question #339	12. Section 3.1, General Description of Services, page 18 Are the vendor contracts/agreements provided with the RFP inclusive of all contracts available?
Answer #339	The documents provided are the current contracts/agreement currently in use by the Department; however, the Department does receive healthcare related services from non-contracted vendors which are reimbursed according to the 2009 SB 1722.
Question #340	13. Section 3.19.3, Federal Inmates page, 60 Is the Contractor responsible for transporting inmates to and from Federal prisons? If so, how many have been transported over the past 12 months, on how many days did the transports occur and specify the number of transports that occurred on nights and weekends?
Answer #340	Not applicable; security is responsible for transportation.
Question #341	14. Section 3.27.7, page 67 Please provide the Department's current unit cost for the top 15 medications on which it spends the most. Approximately how many months supply does the Department have in inventory currently?
Answer #341	Prescription dispensing data retrieved from cips software. The RMC and regional pharmacies have a combined total of less than two weeks inventory on hand.
Question #342	15. Section 3.32.3.2, page, 72 to Section 3.32.11.5, page 77 Please provide example of all reports referenced on pages 72 to 77, for the past 12 months, including the specific written criteria and formulas.
Answer #342	Many of the report formats were included in Exhibit C (See Health Services Forms).
Question #343	16. Section 3.34.1.2.9, Suicide and Self Injury Prevention, page 100 Please provide the Department's average rate of suicides per thousand inmates for the period from July 1, 2008 to June 30, 2011.
Answer #343	The rate of suicides for this period has been 6.6 per 100,000 inmates (the accepted standard unit of measurement for suicides is number per 100,000 population).
Question #344	17. Section 3.36, Liquidated Damages, pages 123 – 135 Please provide the performance over the past 12 months in relation to compliance with each area involving liquidated damages on pages 123 – 135.
Answer #344	The Department does not currently have an outsourced model of health care, so we do not have baseline assessments for these indictors. In the past, the Department's health care systems and services have been reviewed internally through a quality management process, and externally by the Correctional Medical Authority (CMA). All CMA findings were addressed through corrective action plans (CAPs). The CMA CAPs were not closed until 100% compliance was achieved and approved by CMA. The Correctional Medical Authority was disbanded in July 2011 and no longer exists. The performance measures include in this RFP are based on applicable statutes, rule, polices, health services bulletins and care manuals and were reviewed by representatives from DOC, the Department of Health, the Agency for Health Care Administration and the Department of Management Services.
Question #345	18. Attachment 7, page 187, Business Corporate Qualifications 1 (i)

	If a Contractor is not using subcontractors or other parties, please describe how those 15 points can be earned.
Answer #345	100% point value
Question #346	19. Price Information Sheet, page 195 Will the average daily population on Attachment 11 be amended to reflect the closing of the Glades and Hendry facilities? Additionally, is Hillsborough now in Region IV? The 'Facility Profiles 7-8-11 R&D RFP (Reg. I-III)' exhibit indicates that it is in Region III.
Answer #346	a. Yes. b. Hillsborough CI is in Region III.
Question #347	20. Section 3.34.1, page 78, Performance Outcomes, Measures, and Standards to Section 3.34.1.5.12, Information Technology, page 119/120 Please provide the "Achievement of Outcome" percentage over the past 12 months related to the measures on pages 78 – 120.
Answer #347	The Department does not currently have an outsourced model of health care, so we do not have baseline assessments for these indictors. In the past, the Department's health care systems and services have been reviewed internally through a quality management process, and externally by the Correctional Medical Authority (CMA). All CMA findings were addressed through corrective action plans (CAPs). The CMA CAPs were not closed until 100% compliance was achieved and approved by CMA. The Correctional Medical Authority was disbanded in July 2011 and no longer exists. The performance measures include in this RFP are based on applicable statutes, rule, polices, health services bulletins and care manuals and were reviewed by representatives from DOC, the Department of Health, the Agency for Health Care Administration and the Department of Management Services.
Question #348	21. The RFP states (in several places) that we (the contractor) will supply all I.T. hardware and software: a. Will the contractor have the option of continuing the use of the existing phone systems, handsets and their associated voice lines? b. Will the contractor be able to use any current data circuits at the facility for data and/or Internet connectivity?
Answer #348	a. & b. The vendor can use the existing telephone system. The vendor can use existing network drops but must install their own data network.
Question #349	22. Section 2.2, Overview of Services Sought, page 10 Are there any outstanding court orders or consent decrees at any of the Region IV facilities?
Answer #349	No.
Question #350	23. Section 3.15, Telehealth, page 50 Please confirm that all telehealth services will be paid for by the vendor. Does this include hardware, software, installation and training as well as telehealth services provided by clinicians?
Answer #350	All telehealth costs are a value added service; if proposed, will be the responsibility of the awarded vendor.
Question #351	24. Section 3.5, Mental Health/Behavioral Health, page 35

	Please specify which sections of 3.5 refer to telemedicine using audiovisual techniques to provide direct clinical services and which sections apply to the utilization of an electronic health record?
Answer #351	All sections of 3.5 involve the use of an electronic health record. The vendor is free to propose which services they would like to provide through the use of telemedicine, which will be considered as a value added feature.
Question #352	25. Section 5.6.1, Contractor's Proposed Work Plan, page 151 a. Will we be allowed to hospitalize mentally ill inmates outside of DC facilities? b. Will the vendor be allowed to utilize the CMHTF at Lake CI for male inmates? If so, what are the expected rates of reimbursement to CMHTF?
Answer #352	a. Not for inmates requiring involuntary placement and treatment. b. Yes, in accordance with procedure 404.003.
Question #353	26. Section 5.6.7, Access to Care, page 155 The RFP states in (2) "Provide a proposed table of organization governing on-site operations at the two Department Secure Institutions…." Please describe the "two Department Secure Institutions" referred to in this statement.
Answer #353	The two secure hospital units are located at Memorial Hospital Jacksonville (Jacksonville, FL) and Kendall Regional Medical Center (Miami, FL).
Question #354	27. Section 5.2.9, page 145 The proposal states that "The proposer shall provide for both the Contractor and Contractor's personnel, copies of any and all documents regarding complaints filed, investigations made, warning letters or inspection reports issued, or any disciplinary action imposed by Federal or State oversight agencies within the past five (5) years." Is this in reference to "oversight agencies" as it relates to the services described in this RFP, i.e. Department of Justice (DOJ) and/or Correctional Medical Authority (CMA)?
Answer #354	Yes, or any services relied on by a proposer to support its business and corporate experience, but not limited to those two agencies.
Question #355	28. Section 3.8, Quality Management/Quality Assurance, page 46 What is the expectation/requirement for participation in the Department's quality assurance activities at the central office level in terms of staff (i.e., a representative from each institution vs. one GEO representative)?
Answer #355	One representative from each major discipline.
Question #356	29. Section 3.3.1, page 20 The RFP states that "…Orders and medications issued at one institution are considered valid at all institutions….." If a physician's orders are considered valid at all institutions, will it be necessary for that physician to be privileged at all institutions?
Answer #356	Prescriptions that are written by the regional contractor staff providers are valid during the period specified for any institution within the contractor's area of responsibility. Prescriptions will be considered valid outside the contractor's area of responsibility unless they are discontinued by a clinician at the gaining institution.

Question #357	30. Section 3.3.8, EKG Services, page 24 Is it acceptable for "the required evaluation of all EKGs by a physician" to be performed via telemedicine?
Answer #357	Yes
Question #358	31. Section 3.3.12, Radiotherapy Services, page 24 Are the required "daily hospitalization reports" expected 7 days per week or on weekdays only?
Answer #358	Reports are required only on business and/or normal week days.
Question #359	32. Section 3.3.14, Specialty Care, page 25 What percentage of specialty services to inmates is currently performed on site?
Answer #359	UM does not track this data.
Question #360	33. Section 3.3.21, First Aid Kits, Automatic External Defibrillators (AEDs), and Protective Devices, page 28 The RFP states that "The Contractor will supply all personnel who come in contact with inmates with personal protective equipment." Does this requirement include correctional officers or is it limited to health care personnel only?
Answer #360	The vendor would supply personal protective equipment necessary for security staff to perform their duty responsibilities within the health services section, including specialized units where health service and security personnel jointly come in contact and directly oversee inmates.
Question #361	34. Please provide the number of health services staff the Department anticipates will be interested in transferring to the Contractor?
Answer #361	90 to 95 percent of interested staff is anticipated to transfer to the contractor.
Question #362	35. Is the Contractor expected to provide a nutritionist?
Answer #362	Correct, if the delivery of healthcare services requires a nutritionist.
Question #363	36. Section 5.4, Tab 4 – Project Staff, page 147 The RFP states that "……The Proposer shall insert the required information under Tab 5 of the proposal." Is this correct or should this information be provided under Tab 4 instead of Tab 5?
Answer #363	Under Tab 4. See Revised 147 for RFP 11-DC- 8328.
Question #364	37. Section 5.6.7, Access to Care, page 156 (4) The RFP states "Include a list of names of the program administrator and clinical support staff members. The Proposer will provide a description of the role of each staff member in the project, and a resume for each staff member that demonstrates the appropriate training, education, background, and/or experience with projects of comparable size and scope. The Proposer must also specify the job duties and discuss the qualifications of the proposed staff relative to such position requirements needed to perform the required health services."

	Is the response for this requirement related to the Key Management positions described in Section 5.4, page 147 and 148? Additionally, how should a Vendor proceed if it is anticipated that some of these positions will be filled by existing state employees, whose employment cannot be confirmed until after vendor selection?
Answer #364	Yes. The vendor will be allowed to submit documents without names of staff, except those specifically required in the RFP. However, the Department reserves the right to approve and/or disapprove individuals as indicated in the RFP.
Question #365	38. Section 5.6.7, Access to Care, page 156 (4) The RFP states "….Employees or former employees of the Department may not be used and will not be accepted as references…" Please clarify if this refers to references only. Will vendors be able to propose former Department employees to fill key management positions?
Answer #365	The requested clarification is not contained in Section 5.6.7; however, Section 5.4.2, Project Staff References, clearly states that references by Department employees and/or former employees are not acceptable as individual references for project staff. This does not preclude the contractor from employing individuals in key management positions, unless as excluded in Section 7.10, Employment of Department Personnel.
Question #366	39. Section 5, Proposal Submission Requirements, page 143 The RFP states under *Project Proposal Format and Contents* that "…Additional tabs beyond those designated in this section will not be evaluated." Will the Department accept an additional tab for exhibits and/or attachments to the proposal?
Answer #366	Yes
Question #367	40. Section 5.2.11, page 145 The RFP states "A current copy of all required state and federal licenses, permits and registrations, including, but not limited to the face-sheet of the Contractor's current insurance policy coverage." Please clarify, by providing a comprehensive list, what "all required state and federal licenses, permits and registrations" should include.
Answer #367	See Answer #287
Question #368	41. Section 3.19.2, County Jail Work Programs, page 60 The RFP states that "…The Department houses inmates in some county jails where they participate in work programs at the county jail. The Department has the option of returning the inmates to a correctional institution. Currently, the Department has contracts with 3 county jails, which include the provision of health care to 75 inmates in Lafayette County (10), Washington County (25) and Franklin County (40). Please confirm that the County Jail Work Programs described above should be provided as part of the required services under the Region IV RFP.
Answer #368	The County Jail Work Programs are required under the contracts noted in Section 3.19.2.
Question #369	42. Section 2.2, Overview of Services Sought, page 12 The RFP states that "…The Proposer shall employ health care professionals whose licenses or certifications are clear, active and unrestricted…."

	May the Contractor use (acute care need) licensed physicians?
Answer #369	Yes.
Question #370	43. The Central Medical Authority currently audits state facilities and private prisons. Please provide information regarding facilities that are on a corrective action plan?
Answer #370	Correctional Medical Authority no longer exists.
Question #371	44. Does the Department intend to transfer any staff disciplinary issues currently under investigation to the Contractor?
Answer #371	No.
Question #372	45. Provide a list of all pending lawsuits in relation to Healthcare Services for Region IV.
Answer #372	2009 – 4 lawsuits; 2010 – 7 lawsuits; and 2011 – 9 lawsuits.
Question #373	46. Will the Contractor inherit any medical supplies used to provide medical care (i.e. needles) that are in inventory at the time of the transition?
Answer #373	See Section 3.27, Administrative Requirements, Space, Equipment & Commodities
Question #374	47. Section 3.31.3, OBIS Cost Reimbursements, page 71 The RFP states that "….The Contractor shall utilize the Offender Based Information System (OBIS) and shall bear the costs for utilizing this system. Costs are based on transaction usage and/or Central Processing Unit (CPU) utilization." Please clarify how the costs for utilizing this system will be calculated, e.g. per transaction? Please provide the monthly cost or any other available information on the cost of utilizing OBIS in Region IV for the past fiscal year.
Answer #374	The Contractor shall have an account number associated with their company and each contracted staff person working for the Contractor shall have that account number tied to them while using OBIS. All CPU utilization under that account number will be tracked in OBIS, summed at the end of every month, and calculated as a percentage of all the CPU utilized for that month in OBIS. This percentage will then be applied to the OBIS service bill cost we receive from the State's Shared Resource Center. This cost will then be deducted in the monthly payment made to the Contractor by the Department. The Department does not have an estimate for the cost.
Question #375	48. Please provide a detailed list of all medical services currently provided at each Region IV facility broken down by discipline.
Answer #375	See Exhibit A
Question #376	49. Section 5.6.4, Quality Assurance Program, page 153 The RFP states that "….Contractor and Department staff will run the Quality Assurance Program jointly. The proposer should describe the process that will be followed to achieve consensus regarding appropriate criteria screens…" Please define "criteria screens."

Answer #376	Criteria screens refer to indicators which are outside the standard and/or rule on which judgment/decision/performance is based or determined.
Question #377	50. Please provide the number of Florida Department of Corrections Region IV inmates at the Kendall Regional Facility as of today and the daily census each month over the past 6 months?
Answer #377	See Answer #259
MHM Services	
Question #378	1. Please provide a copy of the latest staffing matrix/mapper for all regions, all positions filled with OPS, and all positions filled with agency hours.
Answer #378	See 337…Exhibit K reflects a list of all positions sorted by central office and regions to include each institution. The working titles and position numbers beginning with nine denote OPS positions. Also, see RFP Questions & Answers Documents\Nurse Agency Reports
Question #379	2. For each medical provider (facility and professional), please provide as much of the following that possible: a. Their provider ID b. Name c. Specialty code (ancillary, hospital, physician, etc) d. Description of specialty e. County where provider resides f. Zip code where provider resides
Answer #379	For contractual medical providers, the requested information is listed in each contract under Section II Scope of Service and Section IV Contract Management, Section C Contractor's Representative.
Question #380	3. What is the Department's policy on pre and post employment drug testing for vendor staff?
Answer #380	Procedure 208.058 Pre Employment/Employment Drug and Medical Exam Testing Program effective October 9, 2011 pursuant to Florida Statues, Florida Administrative Code and the Governor's Executive order 11-58. Procedure 208.045 Random Drug Testing program for Department Staff
Question #381	4. Is the staffing of Secure Institutions Department of Corrections employees or hospital employees?
Answer #381	Department of Corrections employees provide security at the secure units only. All direct healthcare providers are hospital employees.
Question #382	5. Please clarify the "two Department secure institutions" in section 5.6.7.2 that vendors should provide an organization table for.
Answer #382	The two secure hospital units are located at Memorial Hospital Jacksonville (Jacksonville, FL) and Kendall Regional Medical Center (Miami, FL).
Question #383	6. The Department has provided data on staffing levels (#FTEs by level [MD, NP...]) plus the current contracted rates for those positions. Please provide the total staffing costs for on-site care, preferably shown by correctional institution and staffing level.
Answer #383	See Exhibit E
Question #384	7. What credentialing standards are expected for off-site providers?

Answer #384	The vendor is expected to follow current/established policy as stated in HSB 15.09.05.
Question #385	8. How long does it take to the get the employee clearances to work for FL?
Answer #385	The awarded vendor should plan on FCIC/NCIC background/criminal records checks taking 3-5 business days to complete. However, for employees requiring credentialing & privileging, in addition to the FCIC/NCIC required before hire, We allow 180 days for the completion of the credential & privileging process. Continued employment contingent upon completion and approval of credentialing and privileging.
Question #386	9. Are any employees hired from FL DC considered pre-cleared and therefore ready to work on Day 1?
Answer #386	The Department reserves the right to conduct FCIC/NCIC background/criminal records checks on any individual, presently employed or not.
Question #387	10. Are there any fees assessed against the contractor or subcontractors for the background checks/clearance?
Answer #387	See Answer #40
Question #388	11. Please identify the number of hours per shift (i.e. 8, 10, 12) and the corresponding number of FTE's for nursing staff at each facility.
Answer #388	See RFP Questions & Answers Documents\Staffing Data\Nursing Utilization 2011-2012.xlsx
Question #389	12. In section 5.4.1.6 for the Pharmacy Program Director position, can the Consultant pharmacist doing inspections serve in this role as well?
Answer #389	Yes, as long as it is the same person per vendor.
Question #390	13. The RFP states the CEO shall have a minimum of 1 years' experience as CEO. In the case of joint ventures, merged companies, new partnerships, etc., we're assuming, since the RFP allows for and encourages such partnerships, that the experience of the CEO(s) from one or more of the partner companies will count towards meeting this requirement. Similarly, we assume the CEO requirement means serving in the position of CEO in general for at least one year, not necessarily as CEO of the bidding entity for one year, since the bidding entity may be a joint venture, new partnership, etc. Please affirm our assumptions.
Answer #390	Yes, this is correct.
Question #391	14. Please provide the current annual salaries by position by region for all health services staff.
Answer #391	See RFP Questions & Answers Documents\Data\Health Services Rate_Benefits By Region Loc_20111101.xls
Question #392	15. Please provide the current staffing matrix for mental health services for Region IV.
Answer #392	See additional staff included in the Armor purchase order under Matrix – Armor Staffing 9.16.11 and Exhibit K
Question #393	16. Is regional and central office Department of Corrections personnel included in the total price that we have to have a 7% reduction of?
Answer #393	No.

Question #394	17. Does the Department approve transplants for the inmate population?
Answer #394	Yes, under certain conditions.
Question #395	18. Please provide the number of transplants by type that have been done over the last 10 years.
Answer #395	See Answer #248
Question #396	19. Please provide a list of the number of inmates that are waiting for a transplant by the type of Transplant they are waiting for.
Answer #396	Currently we have one inmate awaiting an evaluation for a liver transplant and one inmate that presently undergoing a bone marrow transplant.
Question #397	20. Will the Department allow the exclusion of transplants from the Florida DC Comprehensive Healthcare contract?
Answer #397	No.
Question #398	21. Are all Dialysis services only provide at RMC? If not, where else are dialysis services provided?
Answer #398	Dialysis services are provided at RMC and Broward CI.
Question #399	22. The contract provided in Exhibit O for dialysis services has expired. Please provide the current contract for Dialysis services.
Answer #399	Contract C2687 is located in RFP Questions & Answers Documents under Contracts.
Question #400	23. What is the current average length of stay at the RMC?
Answer #400	Average Length Of Stay is 28.2 days
Question #401	24. What is contributing to the length of stay at RMC?
Answer #401	Challenges consist of: case mix of high acuity of patients with multiple co-morbidities who require multiple services; delays in getting procedures completed; patients who require long-term services only available at RMC and RMC-H; and difficult infirmary placements due to limited available infirmary beds, dementia and classification status.
Question #402	25. In reference to the length of stay at RMC, is there a lack of transportation or availability of cells?
Answer #402	Mostly, issues with availability of cells; limited infirmary cells due to full occupancy, program limitations, staffing constraints, locked cells for CM and PM status and O2 availability. Also, have limited number of wheelchair vans for transport.
Question #403	26. What are the delays preventing earlier discharges from RMC?
Answer #403	Barriers include limited number of available compound low bunk and wheelchair beds. Also, refer to answers for questions 401 & 402.
Question #404	27. When inmates are transferred to RMC, it appears that some become Region II inmates and others remain with their "home site." What criteria are necessary for someone to be reclassified as a Region II

	inmate?
Answer #404	Inmates who are reclassified for medical reasons in Region II include; those who require frequent community hospital admissions, specialty care only available at RMC i.e. Cancer and Dialysis treatment or close medical observation and frequent admissions to RMC-H
Question #405	28. Please provide the current contract for the mobile surgical unit at RMC.
Answer #405	Contract S6277, United States Medical Group of Florida, Inc. is located in Exhibit O, Current Health Services Contacting Services, Contracts – Region 2 and RMC.
Question #406	29. The Department has a number of contracted services in place at the RMC whose contract expiration dates are well into the future. Will the successful vendor be expected to assume the terms and conditions of these contracts?
Answer #406	The disposition of current contracts will be determined upon award of the contract. However, as part of the transition process, the Department will facilitate introductions between current contractors and the selected vendor(s).
Question #407	30. The staffing plan at RMC does not include any oral surgeons, periodontics or endodontics listed. However, it is our understanding that these services are provided at RMC. Please clarify the number of dental specialists on-site and off-site, the number of hours provided, and who pays for the specialists services?
Answer #407	Currently RMC has a part-time OPS Oral Surgeon who typically works three days per week and a Contract Oral Surgeon who works on an as needed basis for cases that cannot be handled by the RMC Oral Surgeon. Specialized endodontic care is provided on-site at RMC thru an agreement with endodontic post-graduate dentists from the University of Florida College of Dentistry. Any specialized dental care not available at RMC is done by referral to the University of Florida College of Dentistry or Nova Southeastern College of Dental Medicine. Currently Region IV is referring most specialized cases to Nova Southeastern College of Dental Medicine rather than RMC. Currently the OPS Oral Surgeon is paid an hourly wage and the Contract Oral Surgeon is paid per an agreed upon fee schedule based on actual procedures done. The contract vendor will be responsible for all on-site and off-site dental costs.
Question #408	31. In Exhibit D, the RMC Scope of Services states one contract oral surgeon and one OPS oral surgeon. Who staffs these positions?
Answer #408	The OPS Oral Surgeon is a FDOC employee paid an hourly wage and the Contract Oral Surgeon is paid per an agreed upon fee schedule based on actual procedures done. The contract vendor is responsible to pay for all dental staff and on-site and off-site dental care including Oral Surgeons. Section 2.6 of the RFP lists items the contract vendor is responsible for.
Question #409	32. Nowhere in the staffing plans (state wide) are any dental specialists listed. Do other facilities/reception centers state wide staff and provide specialists services? Please provide specialty, FTE's, and who compensates these specialists.
Answer #409	The only dental specialists are located at RMC: Oral Surgery and Endodontics. Other specialized dental care is available by referral to the University of Florida College of Dentistry or Nova Southeastern College of Dental Medicine. The contract vendor is responsible for all on-site and off-site dental costs.
Question #410	33. In Region IV, the staffing plan lists two dentists at Glade Correctional Facility. Is this correct? It is our understanding that Glade is closing, when is the projected date and where will the inmates be transferred?
Answer #410	When the RFP was written there were two Senior Dentists at Glades CI. That was recently changed to one Senior Dentist and one Dental Hygienist. Dental care for housed at satellite facilities currently assigned to Glades CI will be provided at Martin CI. One Senior Dentist and one Dental Assistant will be added to the dental staff at Martin CI based on the increased workload. Glades CI is projected to close on December 1, 2011, in which all inmates will be reassigned to other correctional institutions.

Question #411	34. From the provided material, we see that there are no Dentist hours at Indian River Youth. Does the dentist from Martin go to Indian River to provide services?
Answer #411	The Dentist at Martin CI also provides dental care at Indian River CI. Indian River CI has a part-time OPS Dental Assistant.
Question #412	35. In Region I, Jefferson CI DDS is contracted out, who pays for this position?
Answer #412	Currently the Florida Department of Corrections pays the Contract Dentist at Jefferson CI. The contract vendor will be responsible to pay for all dental staff employed at Jefferson CI.
Question #413	36. In Region III, there are no DDS hours at Hillsbourgh CI, does Polk or Zephyrill cover Hillsbourgh?
Answer #413	Dental Services at Hillsborough CI are provided by the Dentist From Hernando CI. Hillsborough CI has a full-time Dental Assistant.
Question #414	37. In Region III, there are no DDS hours at Putnam CI, does the dentist at Gainesville cover Putnam?
Answer #414	Dental services at Putnam CI are provided by the Dentist from Gainesville CI. Putnam CI has a full-time Dental Assistant.
Question #415	38. Please provide monthly and annual spending on prescription drugs separately by National Drug Code (NDC).
Answer #415	6-6a Institutional Management Report FY09-10, 6-7-6a Institutional Management Report FY10-11. See pharmacy data including oncology plus, cardinal data at RFP Questions & Answers Documents\Pharmacy Data
Question #416	39. What is the current medication return policy?
Answer #416	See Exhibit C, HSB 15.14.01, 15.14.04 app. C
Question #417	40. How are scheduled controlled substance medications being destroyed as they cannot be returned?
Answer #417	See Exhibit C, HSB 15.14.04 app. C
Question #418	41. Is the Florida DC pharmacy able to return any unopened bottles of medication in its regional pharmacies to its wholesaler for credit so that vendors do not have to purchase this unused stock?
Answer #418	No.
Question #419	42. Will any DC pharmacy staff be available to assist or audit the inventory counts that must occur for the vendor to purchase these medications from the Department?
Answer #419	Yes, but only for the Regional Pharmacies and RMC Pharmacy.
Question #420	43. Will medications that have been repackaged or are nearing their expiration date be required to be purchased by the vendor?
Answer #420	Yes
Question #421	44. Please provide the actual drug utilization for the most recent quarter and for the previous 12 months. Please provide drug, strength and quantity and cost.

Answer #421	See RFP Questions & Answers Documents\Pharmacy Data including RFP Questions & Answers Documents\Pharmacy Data\question 421
Question #422	45. Please provide the actual drug utilization for the HIV, Hepatitis C and IV medications.
Answer #422	See RFP Questions & Answers Documents\Pharmacy Data including RFP Questions & Answers Documents\Pharmacy Data\question 421 and question 422, oncology plus, cardinal data
Question #423	46. Please provide actual drug utilization purchased from emergency backup pharmacies for the past 12 months.
Answer #423	$29,126.72
Question #424	47. What is the current admin fee per prescription?
Answer #424	See RFP Questions & Answers Documents\Pharmacy Data including RFP Questions & Answers Documents\Pharmacy Data\question 521
Question #425	48. What is the last 12 month total prescriptions dispensed in Regions, 1, 2, 3, and 4?
Answer #425	See RFP Questions & Answers Documents\Pharmacy Data including RFP Questions & Answers Documents\Pharmacy Data\question 425
Question #426	49. How are the facilities ordering their medications, electronically or via fax?
Answer #426	Both
Question #427	50. Do all of the med rooms have internet access?
Answer #427	The vendor is responsible for defining and establishing their own data network and data (Internet) communications. See section 3.16.4 Contractor's Network.
Question #428	51. Please provide a copy of the monthly and or quarterly statistical pharmacy data. Please provide this data for the past 12 months. a. Include # Formulary Orders b. Include # Non-Formulary Orders c. Include# Psychotropic Orders d. Include # Hepatitis C orders e. Include # HIV Orders f. Percentage of inmates on medications g. Percentage of inmates on psychotropic medications h. Percentage of inmates on HIV medications
Answer #428	See RFP Questions & Answers Documents\Pharmacy Data including RFP Questions & Answers Documents\Pharmacy Data\question 428, question 415 and data retrieved from cips software
Question #429	52. Does your current pharmacy provide IV medications or is that a contracted service?
Answer #429	RMC pharmacy provides IV medications. We also have a contract service.
Question #430	53. The RFP states a perpetual inventory of stock and controlled substances must be maintained by the contractor. Can you describe the current process in place to fulfill this requirement? Will it be acceptable to the FL DC to have the stock perpetual inventory maintained in a paper format or will the perpetual

	inventory be required to be maintained electronically?
Answer #430	The institutions may stock any items on the drug stock list approved by the Statewide Pharmacy and Therapeutics Committee. The institutions submit orders to their assigned person on an approved stock list form. The perpetual inventory is maintained on a paper format. The vendor can maintain the perpetual inventory on a paper format.
Question #431	54. RFP states the contractor must follow the current MAR format. Please provide a copy of a current MAR template.
Answer #431	See Exhibit C, Health Services Forms, Forms # DC4-701A.
Question #432	55. RFP states contractor is responsible for all delivery costs. Does this also include the cost of delivery charges for couriers and/or delivery fees submitted by local backup pharmacies? Can these be billed as a pass through charge?
Answer #432	If the department retains pharmacy services, the department will pay for delivery of prescriptions filled by the department's pharmacy only. All other delivery fees are the responsibility of the vendor. No pass through charges.
Question #433	56. The RFP speaks of the need to provide a copy of all approved or dis-approved DER requests. Please elaborate on how this function is currently reported? If they exist, please provide examples of historic approved and dis-approved DER requests.
Answer #433	Currently, DER requests are submitted by institutional staff to the Regional Medical Executive Directors. The RMED approves or disapproves the DER and return them back to the institution. The CI faxes approved DERs to the pharmacy. See Exhibit C, Procedure 403.007 for more information. See RFP Questions & Answers Documents\Pharmacy Data including RFP Questions & Answers Documents\Pharmacy Data\question 433.
Question #434	57. Would the Department permit paper reporting or would electronic reporting be required?
Answer #434	Paper or electronic is appropriate until the EMR is functional
Question #435	58. Please provide the following: a. Average daily population b. Average number of prescriptions filled per month
Answer #435	a. See RFP Questions & Answers Documents\Data\2011-10 Monthly ADP.xls b. See RFP Questions & Answers Documents\Pharmacy Data\question 521
Question #436	59. What percentage of medication orders are dispensed as stock medications?
Answer #436	This information is not available, but we estimate less than 5%
Question #437	60. What percentage of stock medications are dispensed in blister cards?
Answer #437	Zero
Question #438	61. Is there a current barcode management system in place? a. If so, does the system account for every dose administered? b. Is the system used for inventory reconciliation, returns and order placement only? c. Would the Department consider an alternate system to implement?

Answer #438	a. No, the system is not a dose accounting system b. No, the system is not used for inventory control c. Yes, the Department is open to an alternate system The pharmacy and main institutions use bar codes to process and document shipping prescriptions from the pharmacy and receiving prescriptions at the major institutions.
Question #439	62. Would the Department please provide a sample or copy of current inmate medication leaflets being used for patient education?
Answer #439	See RFP Questions & Answers Documents\Pharmacy Data including RFP Questions & Answers Documents\Pharmacy Data\question 439
Question #440	63. Do med carts need to be provided as part of the proposal? Are current carts able to be purchased or are new carts required? How many med carts would the vendor need?
Answer #440	A current inventory of medication carts was included in Exhibit L. Some institutions do not need medication carts. The vendor will have to determine if additional medication carts are needed. See section 3.27 for information on equipment transfers.
Question #441	64. Is it a requirement that a subcontracted pharmacy vendor be a Verified-Accredited Wholesale Distributor at time of proposal/bid submittal?
Answer #441	No. However, all subcontractors are subject to DOC approval.
Question #442	65. How will you require bidders to prove that they are utilizing a Florida licensed drug wholesaler as required by the state of Florida? Will it be necessary that the pharmacy they are utilizing have prior experience as a wholesaler?
Answer #442	The Contractor will provide a copy of the license. No
Question #443	66. How will you require bidders to demonstrate they can provide stock medications in blister cards through an FDA registered repacker? Will you require prior experience as a repacker?
Answer #443	The vendors are not required to provide stock medication in blister cards.
Question #444	67. How will you require bidders to demonstrate they are able to provide the required drug pedigrees for stock medication? Will you require that drug pedigrees be provided electronically?
Answer #444	Follow F.S. 499.01212 Drug pedigrees will not be required to be provided electronically
Question #445	68. Please provide a complete formulary management report.
Answer #445	Question is not clear. There is no section reference, and we are not sure what information the vendor is requesting.
Question #446	69. Is the Department currently utilizing a web based pharmacy ordering system? If not, would you consider using one?
Answer #446	The Department currently utilizes an intranet-based pharmacy refill ordering system that is available at all major institution. Yes, we would consider using a web-based pharmacy ordering system.
Question #447	70. Please provide the most recent inventory of pharmaceuticals in each regional pharmacy and correctional institution including stock medications. a. What is the current inventory's estimated value?

Answer #447	See RFP Questions & Answers Documents\Pharmacy Data including RFP Questions & Answers Documents\Pharmacy Data\question 447 Note: Data retrieved from cips and institutional inventory. Institutional inventories are not totaled.
Question #448	71. Has the inventory been stored/handled properly? Is compliance verifiable?
Answer #448	Yes Yes
Question #449	72. Can the financial transition of the inventory be clarified? (i.e. purchase inventory/credit inventory?)
Answer #449	See Section 3.27 Administrative Requirements, Space, Equipment & Commodities
Question #450	73. How is the transition management of the inventory envisioned to assure Florida Pharmacy law compliance?
Answer #450	Follow FAC Rule 64B16-28.203
Question #451	74. Please provide medication costs for Region IV for the prior year, a list of the top medications purchased, a breakdown of cost by psychotropic, infectious disease, and other medications, and a cost detail by brand.
Answer #451	See RFP Questions & Answers Documents\Pharmacy Data including RFP Questions & Answers Documents\Pharmacy Data\question 451
Question #452	75. How many inmates are in the evaluation state for Hepatitis C treatment?
Answer #452	Unknown at this time
Question #453	76. How many liver biopsies are done every month to evaluate Hepatitis C status?
Answer #453	This data is not collected as requested
Question #454	77. How many inmates are current under active treatment for Hepatitis C?
Answer #454	The Department has approximately 50 inmates under treatment.
Question #455	78. Due to the highly unpredictable nature of future Hepatitis C drug treatment costs, will the Department accept proposals for pharmacy that allow for a carve out of Hepatitis C drugs whereby the cost of these drugs is incurred directly by the DOC?
Answer #455	No
Question #456	79. What regions are currently using 340b pricing? Please provide the medications utilization numbers with dose, strength, quantity and cost over the last 12 months.
Answer #456	Regions I, II, III
Question #457	80. Does the Department have plans to expand access to 340b medications to include conditions other than HIV? If so, will that be carved out of the at risk pharmacy proposals submitted by vendors? And if yes, can you describe how the decrease in reimbursement to the vendor shall be calculated?
Answer #457	Not at the present time.

Question #458	81. May the vendor initiate 340b programs of its own to cut costs that will be included in the at risk pharmacy proposal?
Answer #458	No. The Department is committed to maintaining its collaborative relationship with the Department of Health and the participating County Health Departments. The 340b program will be handled as a service carve-out.
Question #459	82. Will the vendor be responsible for the cost of the medications covered under the 340b programs?
Answer #459	No.
Question #460	83. Will the cost of HIV and infectious disease medications ordered for inmates at institutions not covered by current inter-agency agreements with 340b pricing be the responsibility of the State or the Contractor?
Answer #460	Contractor
Question #461	84. Does the current 340b program cover all medications classified as Infectious Disease medications? If not, which medications are included in the 340B program?
Answer #461	No. Generally, it includes medications used to treat STDs and HIV.
Question #462	85. During some of the site visits, the total population of inmates differed greatly from that number given in the RFP. Will the Department please provide an up to date inmate count for each site?
Answer #462	Med Grades; S Grades: ADP, CSU Pop; TCU Pop as of Sept 30, 2011.pdf in located in Questions & Answers Documents\Data
Question #463	86. Are there any anticipated changes in institutional population numbers of the next 5 years and what projections have been made?
Answer #463	Criminal Justice Estimating Conference (CJEC) projections and located in Questions and Answers Document\Data\Executive Summary – Estimating Inmate Population.pdf
Question #464	87. Please provide the number of inmates that went through the intake process at each reception center each month for the last 12 months. Please provide a breakdown of the intake process by the regions that each inmate came from and went to in each month.
Answer #464	See RFP Questions & Answers Documents\Data\Reception Center Statistics – Jan 1999 Thru August 2011.xls
Question #465	88. Is there a current EHR/EMR system in place? a. If so, would an interface be required to connect with system? b. Would you consider an alternate system to implement?
Answer #465	There is not a true EHR/EMR system in place currently. At a minimum the vendor must provide capabilities as described in section 3.16.6.1. This capability shall allow data exchanges to occur with the Offender Based Information System (OBIS). The vendor must provide an EHR system.
Question #466	89. What are the triggers that will inspire interface information to enter the selected EMR? At what intervals? Is this data uni-directional only TO the EMR or will data be sent back to OBIS? If so, at what interval or what trigger?
Answer #466	The Department expects data exchanges to be bi-directional and occur near real-time when/if possible.
Question #467	90. Please provide the element data specifications, namely the HL7 interface data specs.
Answer #467	At a minimum the vendor must provide capabilities as described in section 3.16.6.1. This capability shall allow data exchanges to occur with the Offender Based Information System (OBIS). However,

exchanges of data are dependent on the negotiation with the selected vendor. Please see the attached example, HL7Examples.rtf, of HL7 records used currently between the Department and other vendors. Please also see references to CARP and OBIS in section 3.34.1 Performance Outcomes, Measures, and Standards.

Example of an HL7 record containing information:

Example of an HL7 record containing inmate information.

```
.MSH|¬~\&|FLDOCOBIS|FLDOC¬FLDOCMEDICAL|WEST|SPECTRA|201110200307||ADT
¬A01|000001|P|2.3|||||||.
PID||DC#XXX|||DOE¬JOHN¬E||19XX01XX|M||1|02|U|||||||||||||||||||...

.MSH|¬~\&|FLDOCOBIS|FLDOC¬FLDOCMEDICAL|WEST|SPECTRA|201110200307||ADT
¬A01|000002|P|2.3|||||||.
PID||DC#XXX|||DOE¬JOHN¬E||19XX08XX|M||2|07|U|||||||||||||||||||...
```

Example of an HL7 record containg staff information.

```
FU61|I|FULFORD, ELIZABETH|5305|ARNP SPECIALIST
F/C|
GU19|I|GUILLAUME,
ENIDE|
HO76|I|CHILDERS,
KRISTA|
```

Example of an HL7 record containg lab results information.

```
MSH|^~\&|ClinLab App|ClinLab Facility at RMC|Rec App|Florida
Department of
Corrections|20100916124054||ORU^R01|634202376546666250|P|2.5
ZPG|N|
PID|1|DC#XXX|DC#XXX||DOE^JOHN^E||19XX0804|M||2^BLACK
|^210||||||||||07
PV1||U|^210^210^^^^^^210|||||||||||||^^BALA|||||||||||||||||||||||
||199810150000
ORC|RE|20102580083|20102580083||R
OBR|1|20102580083|20102580083|CBC^COMPLETE BLOOD
COUNT|R|201009150000|201009150000|||||||||||||||F
OBX|1|NM|WBC^WBC||7.8|^K/uL|3.7-
12.5|N|||F|||20100915085700|||||20100916113700
OBX|2|NM|3195^RBC||3.9|^M/uL|4.1-
6.2|L|||F|||20100915085700|||||20100916113700
OBX|3|NM|3135^HEMOGLOBIN||12.7|^g/dL|12.9-
17.0|L|||F|||20100915085700|||||20100916113700
OBX|4|NM|3130^HEMATOCRIT||35.6|^%|38.7-
52.3|L|||F|||20100915085700|||||20100916113700
OBX|5|NM|3160^MCV||91|^fl|77-
100|N|||F|||20100915085700|||||20100916113700
OBX|6|NM|3150^MCH||33|^pg|25-
34|N|||F|||20100915085700|||||20100916113700
OBX|7|NM|3155^MCHC||36|^g/dL|31-
36|N|||F|||20100915085700|||||20100916113700
OBX|8|NM|3200^RDW||12|^%|11-
15|N|||F|||20100915085700|||||20100916113700
OBX|9|NM|PLT^PLATELET COUNT||245|^K/uL|124-
380|N|||F|||20100915085700|||||20100916113700
OBX|10|NM|3175^MPV||8|^fl|7-
12|N|||F|||20100915085700|||||20100916113700
```

	OBX|11|NM|3180^NEUTROPHIL %||52|^%|39- 79|N|||F|||20100915085700||||20100916113700 OBX|12|NM|3140^LYMPHOCYTE %||40|^%|11- 47|N|||F|||20100915085700||||20100916113700 OBX|13|NM|3165^MONOCYTE %||5|^%|4- 13|N|||F|||20100915085700||||20100916113700 OBX|14|NM|3110^EOSINOPHIL %||3|^%|0- 5|N|||F|||20100915085700||||20100916113700 OBX|15|NM|3100^BASOPHIL %||0|^%|0- 2|N|||F|||20100915085700||||20100916113700 OBX|16|NM|3185^NEUTROPHIL, ABSOLUTE||4.1|^K/uL|1.2- 8.6|N|||F|||20100915085700||||20100916113700 OBX|17|NM|3145^LYMPHOCYTE, ABSOLUTE||3.1|^K/uL|0.8- 3.7|N|||F|||20100915085700||||20100916113700 OBX|18|NM|3170^MONOCYTE, ABSOLUTE||0.4|^K/uL|0.2- 1.4|N|||F|||20100915085700||||20100916113700 OBX|19|NM|3115^EOSINOPHIL, ABSOLUTE||0.2|^K/uL|0.0- 0.4|N|||F|||20100915085700||||20100916113700 OBX|20|NM|3105^BASOPHIL, ABSOLUTE||0|^K/uL|0.0- 0.2|N|||F|||20100915085700||||20100916113700 OBR|2|20102580083|20102580083|BMP^BASIC METABOLIC PANEL|R|201009150000|201009150000||||||||||||||||F OBX|1|NM|NA^SODIUM||142|^mEq/L|137- 143|N|||F|||20100915085700||||20100916122400 OBX|2|NM|K^POTASSIUM||3.9|^mEq/L|3.5- 4.7|N|||F|||20100915085700||||20100916122400 OBX|3|NM|CL^CHLORIDE||104|^mEq/L|101- 109|N|||F|||20100915085700||||20100916122400 OBX|4|NM|CO2^CARBON DIOXIDE||30|^mEq/L|24- 31|N|||F|||20100915085700||||20100916122400 OBX|5|NM|GLUR^GLUCOSE (RANDOM)||94|^mg/dL|65- 200|N|||F|||20100915085700||||20100916122400 OBX|6|NM|BUN^BUN||17|^mg/dL|9- 21|N|||F|||20100915085700||||20100916122400 OBX|7|NM|CREA^CREATININE||1.2|^mg/dL|0.6- 1.2|N|||F|||20100915085700||||20100916122400 OBX|8|ST|GFRA^eGFR AFRICAN AMERICAN||>60|||N|||F|||20100915085700||||20100916122400 OBX|9|ST|GFRN^eGFR NON AFRICAN AMERICAN||>60|||N|||F|||20100915085700||||20100916122400 OBX|10|NM|ANGP^ANION GAP||12||8- 16|N|||F|||20100915085700||||20100916122400 OBR|3|20102580083|20102580083|LIPR^FASTING LIPID PROFILE|R|201009150000|201009150000||||||||||||||||F OBX|1|NM|TCHO^TOTAL CHOLESTEROL||233|^mg/dL||N|||F|||20100915085700||||20100916122400 OBX|2|NM|HDL^HDL CHOLESTEROL||54|^mg/dL||N|||F|||20100915085700||||20100916122400 OBX|3|NM|LDL^LDL CHOLESTEROL (CALCULATED)||157|^mg/dL||N|||F|||20100915085700||||20100916122400 OBX|4|NM|TRIG^TRIGLYCERIDES||109|^mg/dL||N|||F|||20100915085700||||2 0100916122400 OBR|4|20102580083|20102580083|UA^URINALYSIS|R|201009150000|2010091500 00||||||||||||||||F OBX|1|ST|7015^COLOR||YELLOW||YELLOW|N|||F|||20100915085700|||||201009 16122200 OBX|2|ST|7020^APPEARANCE||CLEAR||CLEAR|N|||F|||20100915085700|||||201 00916122200 OBX|3|NM|7025^SPECIFIC GRAVITY||1.01||1.005- 1.030|N|||F|||20100915085700||||20100916122200

	OBX|4|NM|7030^PH||6||6.0- 7.0|N|||F|||20100915085700||||20100916122200 OBX|5|ST|7035^GLUCOSE||NEGATIVE|^mg/dL|NEG|N|||F|||20100915085700|||| |20100916122200 OBX|6|ST|7040^KETONES||NEGATIVE|^mg/dL|NEG|N|||F|||20100915085700|||| |20100916122200 OBX|7|ST|7045^PROTEIN||NEGATIVE|^mg/dL|NEG|N|||F|||20100915085700|||| |20100916122200 OBX|8|ST|7050^BILIRUBIN||NEGATIVE|^mg/dL|NEG|N|||F|||20100915085700|| |||20100916122200 OBX|9|NM|7055^UROBILINOGEN||0.2|^mg/dL|0.2- 1.0|N|||F|||20100915085700||||20100916122200 OBX|10|ST|7060^NITRITE||NEGATIVE||NEG|N|||F|||20100915085700||||2010 0916122200 OBX|11|ST|7057^BLOOD||MODERATE||NEG|N|||F|||20100915085700||||201009 16122200 OBX|12|ST|7065^LEUKOCYTE ESTERASE||NEGATIVE||NEG|N|||F|||20100915085700||||20100916122200 OBR|5|20102580083|20102580083|UMIC^URINE MICROSCOPIC|R|201009150000|201009150000||||||||||||||||F OBX|1|ST|7070^URINE WBC||0|^#/HPF|NONE SEEN|N|||F|||20100915085700||||20100916122200 OBX|2|ST|7075^URINE RBC||<5|^#/HPF|NONE SEEN|N|||F|||20100915085700||||20100916122200 OBX|3|ST|7085^BACTERIA||0|^/HPF||N|||F|||20100915085700||||201009161 22200 OBX|4|ST|7080^EPITHELIAL CELLS||0|^#/HPF||N|||F|||20100915085700||||20100916122200 OBX|5|ST|7090^OTHER SEDIMENTS||0|||N|||F|||20100915085700||||20100916122200
Question #468	91. Please provide a listing of all computer equipment that will be available to the vendor to support the EMR? Please include the model and age of each computer.
Answer #468	See revised Section 3.16 on Revised Page 51, included with Addendum #3, regarding PCs and Printers.
Question #469	92. Prior to the implementation of the EMR, will the vendor be required to use the current Department's forms for documenting care? If so, What will the cost to the vendor be?
Answer #469	Yes. PRIDE's standard costs.
Question #470	93. Regarding the Offender Based Information System requirement 3.31 Offender Based Information System (OBIS) – "The Contractor shall utilize the Offender Based Information System (OBIS)," how is OBIS accessed? Can it be accessed externally via a web browser?
Answer #470	OBIS can be accessed on the Department's network via a 3270 emulator. Please see section 3.16 on accessing the Department's network via a VPN.
Question #471	94. Will the vendor be responsible for the costs of data cabling for IT services (including EMR and telemedicine) inside of Florida DC facilities?
Answer #471	Yes. See section 3.16.4 Contractor's Network.
Question #472	95. Will the Department provide labor to perform data cabling services inside facilities, or will the vendor be responsible for performing cabling work?
Answer #472	It will be the awarded vendor's responsibility; however, the vendor may work with individual Wardens at institutions to utilize inmate labor crews for this service. All associated costs with the use of inmate work crews are the responsibility of the vendor.

Question #473	96. What level computer cabling is currently available in the medical areas of each institution?
Answer #473	The amount and type of computer cabling varies by sites but consists of: Internal building wiring, or LAN drops is either CAT5, CAT5e, CAT6 UTP, unshielded twisted pair.
Question #474	97. Who is the current internet provider? What is the guaranteed band width access for each facility?
Answer #474	The vendor is responsible for defining and establishing their own data network and data (Internet) communications. See section 3.16.4 Contractor's Network.
Question #475	98. Please provide the current network/telecomm architecture, type and speed of connections between facilities, as well as current internet connections at the facilities?
Answer #475	The vendor is responsible for defining and establishing their own data network and data (Internet) communications. See section 3.16.4 Contractor's Network.
Question #476	99. Page 51 Section 3.16 states the Contractor must have an automated, integrated tracking and reporting system. What system/functions/data is this paragraph referring to?
Answer #476	Answer to be furnished in later addendum.
Question #477	100. Since the Department of Corrections does not have an encryption system for email, is the Department looking for Contractor to implement encryption on the Florida DC network, which requires administrative permissions on the Florida DC network to interface with Florida DC Email system, or will Department's staff be allowed to use Contractor's Email system that provides encryption that will have a different email address?
Answer #477	We can encrypt internal emails. Mail messages destined for addresses outside of DC are not encrypted and the vendor would have to provide a solution to meet encryption requirements for data within and leaving their network and the ability for the Department to read the information.
Question #478	101. Please provide an IT equipment inventory list to include OS version, CPU, Memory specifications.
Answer #478	See revised Section 3.16 on Revised Page 51, included with Addendum #3, regarding PCs and Printers.
Question #479	102. In Section 3.16.4 the RFP states that contractor will provide and maintain equipment at the local facilities. To what extent will contractor be given administrative privileges on the Department network, or this is simply hardware troubleshooting and replacement support?
Answer #479	The vendor will not have direct access to the Department network and will not need administrative privileges. See section 3.16.4 Contractor's Network and 3.16.1 Corporate Access to the Departments Network.
Question #480	103. The RFP lists a number of technical requirements for a telemedicine system. In our experience, there may be more effective telemedicine systems that are not PC based. These, however, do not meet the requirements set in the RFP. Will proposals containing plans to utilize integrated, dedicated (non-PC based) telemedicine equipment be rejected?
Answer #480	Section 3.15, Telehealth, has been deleted, this will be considered as a value added feature. See Revised Pages 50 and 51, included with Addendum #3.
Question #481	104. Is an annually renewable surety bond acceptable in satisfying the performance bond requirements?
Answer #481	Yes
Question #482	105. The bonding requirement of $82 million required under Section 7.29 of the Region I, II, and III RFP seems excessive given the potential annual value of the contract. Would the Department consider a more reasonable bonding level based on the annual contract value? For example, a bonding level of 5%

	of the annual contract amount.
Answer #482	See Revised Page 179 for RFP #11-DC-8324, included with Addendum #3.
Question #483	106. Section 5.5 of the RFP states that "all parties to the joint venture shall be required to submit a performance bond." Please confirm that if proposers are submitting as a joint venture that one bond in the name of the joint venture for the total specified bond amount will meet the requirements of the RFP.
Answer #483	No, all parties to the joint venture must submit a performance bond.
Question #484	107. If Section 5.5 of the RFP intends that parties to the joint venture submit separate performance bonds, please indicate the amount of each joint venture party's bonding requirement or how the required bonding amount per party should be determined to meet the RFP requirements.
Answer #484	This is a decision of the parties in the joint venture; however, the total sum must equal the nind amount as stated in the RFP.
Question #485	108. What are the costs associated with the Health Services Contract Monitors?
Answer #485	Each regional health services monitoring team will be comprised of clinical and administrative staff. There will be 25 FTE total for all 4 regions, with 6 ½ FTE per region for Regions I and II, and 6 FTE for Regions III & IV (regions I & II will split an additional mental health monitor). Total cost statewide is $2,333,000 in salary and benefits, as follows: Regions I and II - approximately $609,500 per year in salary and benefits; Regions III & IV - approximately $557,000 per year in salary and benefits.
Question #486	109. Referring to section 7.4.1, how is the last payment determined? This is a multi-year contract—is this referring to the last payment of each year, the last payment before renewal or the last payment of the 5 year contract? If the 5 year contract is renewed, does this carry over to the new contract?
Answer #486	Section 7.4.1 refers to the final payment at the end of the contract.
Question #487	110. In order to provide the FL DC with an accurate/cost effective bid while still allowing bidders to fully understand the utilization and cost of caring for the underlying population, we request that the state provide a seriatim claim listing (in a text file or other suitable database file) of all claims for the last two complete contract years for all off-site care. For example, bidders need to know not simply the diagnosis and length of stay of a hospital admission. We need to know the severity of the admission and to fully understand the procedures performed during the stay. A complete claims file would include at a minimum: For all claim types: *a.* originating facility (prison unit the patient came from), prisoner ID, provider ID (could be a facility or a professional), Place of service (inpatient, outpatient, office), Inmate DOB, Inmate Gender, Claim Financial information (Billed charges, allowed/paid amounts) For specified claim types: *Inpatient Services* *b.* all ICD9 Diagnosis (generally up to 10), all ICD9 Procedure codes (up to 5) , Admit and discharge dates *Outpatient Facility Services:* *c.* ICD9 Diagnosis codes (generally up to 10), UB Revenue Codes, HCPCS codes (all levels which would include CPT4 codes) *Professional Services:* *d.* CPT4 codes, Provider specialty, Place of service We request this data for dates of service July 1, 2009 through June 30, 2011, and which have been paid through September 30, 2011.

	We request this data for dates of service July 1, 2009 through June 30, 2011, and which have been paid through September 30, 2011.
Answer #487	Data is not readily available.
Question #488	111. If a seriatim claim file cannot be provided, please provide actuarial cost models that will show utilization rates per 1,000 and average costs per service by claim cost category for incurred dates a) July 2009 to June 2010, and b) July 2010 to June 2011, with claims paid through September 30, 2011. Bidders need to be able to understand the current utilization and cost per service that underlie the total costs shown for example in the Health Services Cost Data (Exhibit E). These cost models at a minimum should include the following claim cost categories: Inpatient Hospital a. Medical, Surgical, Other Hospital Outpatient b. Emergency Room, Surgery, Radiology, Pathology/Lab, Other Professional c. Surgery ,inpatient Visit, Office Visit, ER Visit, Other Visit, Radiology, Lab/Pathology, Other professional Other d. Ambulance , DME/Prosthetics , Dental
Answer #488	Data is not readily available.
Question #489	112. How has the Department administered the claims payment function for care provided by community doctors and hospitals? Has the Department retained a Third Party Administrator, and if so, who is it?
Answer #489	Claims are submitted, certified and paid based on either State Law or contractual compensation. The Department does not use a Third Party Administrator.
Question #490	113. Is the Department using a qualified actuary to handle data compilation, data validation, capitation analysis, and related professional functions? If so, what firm has the Department retained?
Answer #490	Not for health care data.
Question #491	114. Please provide the specific numbers of Medical (M) grades and Psychological (S) for each institution within all 4 regions.
Answer #491	For Psychological (S) see attachment "10-14-2011 Mental Health Breakdown Report and Med Grades; S Grades: ADP, CSU Pop; TCU Pop as of Sept 30, 2011.pdf in located in Questions & Answers Documents\Data
Question #492	115. Are there any established medical or psychological grade caps? Or are they kept within a certain percentage of a certain level?
Answer #492	Refer to Population Management; see Exhibit K, "Baseline Staffing Notes"
Question #493	116. What is the Subcontractor approval process and how long does it take?
Answer #493	Approval of any/all subcontractors is in accordance with Section 3.24.1 Communications.
Question #494	117. In the RFP for prison privatization, the 1% transaction fee for MyFloridaMarketPlace was not applicable. Why was there an exception and can vendors for this RFP qualify for that exception?

Answer #494	The Transaction Fee Exemption is approved for this contract. Therefore, the 1% transaction fee is waived.
Question #495	118. Please provide a history of outcomes of all inmate/family lawsuits for the last 5 years.
Answer #495	This information is not available.
Question #496	119. Are there any facilities that have not successfully passed the healthcare portion of ACA or a CMA visit in the last two years?
Answer #496	No, all facilities have successfully passed the ACA healthcare standards and have received accreditation. Only one institution was cited by CMA with an emergency finding during the last two years: Lake CI (August 2010).
Question #497	120. Do all of the UR/UM, chronic clinic, and cost numbers include the data from the private institutions?
Answer #497	The data indicates the requested information as defined in the attachment.
Question #498	121. The following link allows the download of inmate information for Oct 2011: http://www.dc.state.fl.us/pub/obis_request.html . Can you provide the same datasets for August 2011, October 2010, and April 2011?
Answer #498	This is a data base searchable by inmate name or DC number and includes all inmates released since 1997. By definition it includes data added in August, 2011; October, 2010; and April 2011. The data base cannot be recreated to provide information for past dates.
Question #499	122. For the next five years, what are the plans for closing, opening and expanding FL prisons?
Answer #499	Other than the closing of Glades CI, Brevard CI, and Hendry CI, there are no planned new facilities expansions or closures of existing facilities, nor changes in missions.
Question #500	123. If the FL DC awards contracts to different MCOs by region, what mechanisms will exist to fairly compensate the MCO for the influx of inmates that have a higher need of medical care from another region?
Answer #500	See Answer #13
Question #501	124. How many mental health inmates have been taken to off-site facilities in the past year?
Answer #501	No inmate has been seen in outside facilities strictly for mental health services.
Question #502	125. What is the process for communicating scope changes from the Department to Contractor?
Answer #502	See Section 3.24 Communications.
Question #503	126. Definition of equitable adjustments—basis for decision?
Answer #503	This would be determined by a cost benefit analysis applied to any changes or modifications which may affect the cost of delivery or performance.
Question #504	127. Which is the definitive retention of records? What is the expectation for access to retained records over the 7 years before destruction?

Answer #504	See Exhibit C, HSB 15.12.03, Appendix J.
Question #505	128. Please identify how many cells for self harm observation status are certified at each institution in each region.
Answer #505	Region I: 49 Region II: 46 Region III: 33 Region IV: 34
Question #506	129. In reviewing monthly statistics by region, the admissions are normally low, but with a higher length of stay during the month of June. What is the reason for this increase in June?
Answer #506	Admissions are unpredictable; there are no specific reasons for this trend.
Question #507	130. Are there any methadone clinics within the FL DC system, specifically in the reception centers?
Answer #507	Yes, Broward CI has an outside purchase order with a local methadone clinic.
Correctional Medical Associates	
Question #508	1. (Section 3.3.13): Please identify the Acute Mental Health Services providers for Region I (Off-Site Care).
Answer #508	All mental health services are provided on-site at DOC institutions.
Question #509	(Section 3.3.13): Please identify the Acute Mental Health Services providers for Region III (Off-Site Care).
Answer #509	All mental health services are provided on-site at DOC institutions.
Question #510	2. RFP, p. 35: Please provide a copy of Exhibit C regarding Mental Health levels of Care.
Answer #510	See Section 2.7 for instructions on how to obtain Exhibit C, Health Services Bulletins\Medical\HSB 15.03.13.
Question #511	3. Is the Initial Mental Health Screen conducted at Intake by Nursing / Medical Personnel with subsequent referral to Mental Health Professionals as required?
Answer #511	Yes
Question #512	4. Please provide a copy of Mental Health Annual Statistics by Facility for the Fiscal Years 2010, 2011.
Answer #512	See attachment "10-14-2011 Mental Health Breakdown" and Exhibit A "Facility Profiles" and Questions & Answers Documents\Data\Mental Health Data 2010-11.xlsx
Question #513	5. Please identify by Facility the number of inmates housed in the CSU, TCU and MHTF for the Fiscal Years 2010, 2011.
Answer #513	Med Grades; S Grades: ADP, CSU Pop; TCU Pop as of Sept 30, 2011.pdf in located in Questions & Answers Documents\Data
Question #514	6. Please identify by Facility the number of inmates classified as: S-1, S-2, S-3, S-4, S-5, S-6.

Answer #514	See attachment "10-14-2011 Mental Health Breakdown Report" and Med Grades; S Grades: ADP, CSU Pop; TCU Pop as of Sept 30, 2011.pdf in located in Questions & Answers Documents\Data
Question #515	7. Please identify by Facility the number of Mental Health inmates housed in the Infirmary per month and the average length of stay for Mental Health inmates, if available.
Answer #515	Not available.
Question #516	8. Exhibit W provides a description of the APA Internship Program for the Florida Department of Corrections. Please provide: (a) Funding provided for the current Internship Training Director for Fiscal Year 2011?; (b) Funding provided for Interns for Fiscal Year 2011; (c) Confirm the number of program interns for Fiscal 2011.
Answer #516	a. & b. See Answer #92 c. Four (4)
Question #517	9. Location of Juvenile Offenders in Region III? Number of Juvenile Offenders by Facility, as applicable?
Answer #517	See Exhibit A, Institutional Profiles, Facility Profiles
Question #518	10. Please identify the current number of FTE staff assigned for each Facility by Staffing Position type.
Answer #518	See Exhibit E
Question #519	11. By Facility, the Number of Re-Entry Mental Health "After-Care Plan" inmates identified with Mental Health Grades of S-2 to S-6 during the Fiscal Year 2011?
Answer #519	See RFP Questions & Answers Documents\Data\Releases by Psych Grades FY2010-11.xls.
Question #520	12. By Facility, the number of Telehealth / Telepsychiatry encounters during Fiscal Year 2011 by Facility? Number of encounters by type of specialty?
Answer #520	None; however, telehealth is being finalized at RMC for inmates in dialysis treatment.
Question #521	13. By Facility, please provide a copy of the Monthly Pharmacy Report (or Annual Pharmacy Report) for: (a) Total # of Mental Health prescriptions issued, total cost of mental health medications and the number of inmates receiving mental health medications.
Answer #521	Assume FY 10-11 from RFP Questions & Answers Documents\Pharmacy Data\question 523. See pharmacy data including Answer #521 and #415 retrieved from cips, cardinal data. See RFP Questions & Answers Documents\Pharmacy Data including RFP Questions & Answers Documents\Pharmacy Data\question 521 6-6a Institutional Management Report
Question #522	14. By Facility, please provide a copy of the Monthly Pharmacy Report (or Annual Pharmacy Report) for the total number of prescriptions issued, total cost of all medications issued and total number of inmates receiving medications.
Answer #522	Assume FY 10-11 from RFP Questions & Answers Documents\Pharmacy Data\question 523 See pharmacy data including answer 521 and 415 retrieved from cips, cardinal data, oncology Total Expenditures by Location FY 2009-2010 Revised - 10-24-2011 Summary
Question #523	15. By Facility, please provide a copy of the Monthly Pharmacy Report (or Annual Pharmacy Report) for the total number of inpatient mental health prescriptions issued at the inpatient mental health units, total cost of mental health inpatient medications, and number of inmates receiving mental health inpatient medications. FY 2011

Answer #523	RFP Questions & Answers Documents\Pharmacy Data\question 521 for cips data. Also see cardinal data at RFP Questions & Answers Documents\Pharmacy Data
Question #524	16. By Facility, please provide a copy of the Monthly (or Annual Report) for: (a) Aftercare Status Report; Mental Health Emergency and Admission/ Discharge Reports. FY 2011
Answer #524	See RFP Questions & Answers Documents\Data\Releases by Psych Grades FY2010-11.xls. and Mental Health Contacts FY 2010-11.xls (NOTE: this files does not include all the emergencies that occur in the inpatient unit).
Question #525	17. By Facility, please provide a copy of the Monthly Mental Health "Outside Medical Care Report" FY 2011.
Answer #525	Data is not available.
Question #526	18. Please provide a Copy of Exhibit K - Department Current Baseline Staffing Plan (FY 2011) by facility as well as for 2009 - 2010 if available.
Answer #526	Baseline Staffing did not change significantly from 09/10 to 10/11.
Question #527	19. Please provide a copy of Exhibit E - Departmental Fiscal Expenditures 2009- 2010.
Answer #527	See Exhibit E, Expenditures 08_Jan 2011
Question #528	Please provide a copy of Exhibit K - Department Current Baseline Staffing Plan" by facility.
Answer #528	6-6a Institutional Management Report.
QUALITY COMPLIANCE CONSULTING	
Question #529	1. With regard to maximum capacity within region IV have any of these facilities reach maximum capacity with the past two years?
Answer #529	No.
Question #530	2. What do freight expenses consist of?
Answer #530	Shipping charges for various equipment and supplies
Question #531	3. Within the past year within region IV what are the statistics on Hepatitis C, MRSA, TB, HIV and Aids broken down by facility if possible?
Answer #531	See RFP Questions & Answers Documents\Data\HIV and AIDS Cases as of Sep 30, 2011.pdf and the MWUR
Question #532	4. Section 5.6.10 Question3: Special Population Management: What other state correctional mental health care contracts are current in place?
Answer #532	This is a vendor requirement as part of the response to the submission of bid documents.
Question #533	5. With regard to Exhibit C Health Services Administration Rules: who absorbs the cost for Medical consultations for parole, courts, court orders, other agencies or medical concentrations, etc.

Answer #533	The vendor. These functions are all required.
Question #534	6. Inmates requiring substance abuse detox medications and substance abuse counseling are part of which department: medical or mental health?
Answer #534	Medications are prescribed by a qualified health services clinician; substance abuse counseling is provided by the Bureau of Substance Abuse
Question #535	7. Section 5.6.14 Question 3: Utilization Review of high-cost medication management must be provided. What does the DOC classify as high cost medication?
Answer #535	$100.00 per month
Question #536	8. With regard to durable equipment for elderly population are inmate's Medicare benefits eligible and utilized?
Answer #536	Department of Correction's inmates do not quality for/under Medicaid and/or Medicare benefits and/or services.
Question #537	9. Is there a policy in place that allows the inmate to elect for living will procedures not just for palliative care i.e. stroke, CHF, brain injury, dialysis and/or life saving devices?
Answer #537	Yes see Exhibit C, HSB 15.02.15.
Question #538	10. Now that prisons are considered nonsmoking facilities what services i.e. medications, education are utilized to assist with smoking cessation?
Answer #538	See Exhibit C, Procedure 403.002
Question #539	11. Within the 3 locations of Reception Medical Center in Lake Butler, Kendall Regional and Memorial Jacksonville, how many of these beds are allocated as ICU and step-down at each facility? 12. What are they
Answer #539	Bed allocations are as follows; Reception Medical Center medical - surgical floor care 100 beds including 1 – 2 bed long-term vent care unit, Memorial Hospital Jacksonville – 33 floor care 13 of which have telemetry and 7 CCU beds, Kendall Regional – 24 floor care all of which are telemetry equipped and 6 of those can convert to CCU beds.
Question #540	12. What are the pay scales for the following disciplines: Director of Health Care Services, Medical Director, Nurse Practitioner, Physician Assistant, Pharmacists, Pharmacy Tech, Senior Registered Nurse, Registered Nurse, Infection Disease Nurse, Senior Licensed Practical Nurse, Licensed Practical Nurse, Nursing Assistant, Laboratory Technician, and Phlebotomy Technician? HIM supervisor, HIM clerk, HIM data clerk, HIM Clinical secretary, Consult Coordinator, Regional Health Service Manager and Clinical quality management.
Answer #540	Our class titles may vary from the titles listed in the question. As a state agency we are required to follow the Department of Management Services (DMS) discipline classification and pay scales. See RFP Questions & Answers Documents\Staffing Data\Pay Band – Question 540.pdf and Question 540.pdf
Question #541	13. How long is Orientation for each discipline?
Answer #541	See Exhibit C Procedure 209.101 Training Requirement – refers to a "Master Training Plan" as developed by Bureau of Staff Development and Training that identifies required departmental in-service training for employees. See RFP Questions & Answers Documents\In-Service Training

Question #542	14. What is the benefit package for state employees?
Answer #542	See Answer #222
Question #543	15. What are 340B medications?
Answer #543	http://www.hrsa.gov/opa/
Question #544	16. Are all inmates receiving dialysis sent to Lake Butler for care or can it be done at any of the corrected facilities?
Answer #544	Yes, except those female inmates assigned to Broward CI. The awarded vendor may be allowed the option to provide services at individual institutions; however, dialysis services shall be provided on-site and within the institution.
Question #545	17. With regard to expenditures fiscal year 08-09 the janitorial maintenance expense was just over $125,000 and dramatically increased to $1.394 Million dollars fiscal 09-10. What would cause this substantial increase and would this be considered an unforeseen event i.e. communicable disease breakout, expansion and/or increase inmates?
Answer #545	The $1.394M total is not correct. The correct total for janitorial/maintenance supplies for FY 09-10 is $504,772.
Question #546	18. Same question as in #16 in regards to Data process supplies fiscal year 08-09 with just over $129,000 compared to fiscal year 09-10 $1.79 Million?
Answer #546	Most of the increase in FY 09-10 resulted from the purchase of computer equipment
Question #547	19. What is Risk Management Insurance and what does it cover?
Answer #547	Insurance & Surety - General Liability Insurance, Workers' Comp. Insurance and Civil Rights Insurance
Question #548	20. Section 3.5.3 states a “newly arriving inmate who is classified as S-2 or S-3” What types of inmates are S-2 and S-3?
Answer #548	See Exhibit C HSB 15.03.13 Assignment of Health Classification Grades To Inmates S = Mental Health Grade - An inmate patient who: S 1 = Requires routine care, (sick call, emergency). S 2 = Needs ongoing services of outpatient psychology (intermittent or continuous). S 3 = Needs ongoing services of outpatient psychiatry (case management, group and/or individual counseling, as well as psychiatric or psychiatric ARNP care). Clinical management may require periodic administration of psychotropic medication, although the inmate may exercise her/his right to refuse the medication. S 3 is also assigned routinely to an inmate who is determined to need psychotropic medication, even if the inmate may be exercising the right to refuse such medication. S 4 = Is assigned to a transitional care unit (TCU). S 5 = Is assigned to a crisis stabilization unit (CSU) level of care.
Question #549	21. The RFP contains severe penalties for untimely healthcare deliver to inmates; historically what is the percentage of untimely healthcare services being facilitated?
Answer #549	The liquidated damages are tied to requirements outlined in statute, rule, procedure or health services bulletin. The Department has never had a statewide contractor for comprehensive health care services; therefore; there is no historical data on untimely healthcare services available.

Question #550	22. Given there is a copay to have an inmate seen by physician, what occurs when an inmate does not have any money to cover this visit. Are they denied coverage?
Answer #550	Healthcare services cannot be denied to an inmate based on their ability to pay.
Question #551	23. Section 5.6.1 Would the contractor who is providing healthcare services excluding mental health and dental be able to facilitate inpatient care where the contractor has established a substantial cost savings to the state?
Answer #551	Yes
Question #552	24. Would the contractor be paid similar to that of an HMO where dollars are deposited for the current month and the contractor is expected to provide care and services from that agreed dollar amount
Answer #552	No. The awarded contractor will be paid according to the contract terms and conditions, including compensation.
Question #553	25. Is the contractor solely responsible for its employees in regards to disciplinary actions?
Answer #553	Yes; however, the Warden has overall responsible for all activities occurring within their institution, and they can deny contracted staff access to the institution for security reasons.
Question #554	26. Section 3.7.1.10: The Contractor shall provide a signature strip for each Keep-On-Person (KOP) prescription an inmate receives. What is KOP?
Answer #554	Keep on Person
Question #555	27. Section 3.6: The Contractor shall provide nutritional supplements (inclusive of all required and/or prescribed maintenance solutions and/or hyper-alimentation products) that are medically prescribed by a licensed physician. Are these categorized under medical or pharmacy?
Answer #555	This is generally charged to the category Inmate Health Services.
Question #556	28. Section 3.7.1.1: The contractor shall comply with all Pedigree requirements such as mandated by Florida Statutes. What are Pedigree requirements and which ones is the DOC mandated to follow?
Answer #556	See F.S. 499.01212 The Department is required to follow F.S. 499.01212
Question #557	29. Section 3.5.11: What types of restraints are currently in use when an inmate in is psychiatric restraints or seclusion is ordered?
Answer #557	See Exhibit C, HSB 15.05.10.
Question #558	30. Where is the State of Florida with regards to the lawsuit to stop privatization?
Answer #558	The lawsuit involves prison privatization and is not applicable to this health services RFP.
CHC | Correctional Healthcare Companies	
Question #559	1. What medical and pharmaceutical services is the Contractor expected to provide for the following facilities: a. All Road Prisons b. All Work and Forestry Camps

	c. Work Release Centers d. Treatment Centers e. Re-Entry Centers?
Answer #559	See Exhibit C, HSB15.07.02
Question #560	2. What services and devices are provided as part of Vocational Rehabilitation? (p.14)
Answer #560	Durable medical devices not otherwise provided.
Question #561	3. Does Florida have a compassionate release statute? How many inmates have been released in the past year under this statute?
Answer #561	HSB 15.02.14 Conditional Medical Release in accordance with following FS & FAC: Section 947.149, Florida Statutes Rule 33-401.201, Florida Administrative Code Rule 23-24.020, Florida Administrative Code Ten (10) inmates have been approved under this statute.
Question #562	4. Is the Contractor expected to collect DNA as part of laboratory services? (3.3.9)
Answer #562	Yes, if ordered by a clinician. See Exhibit C, HSB 15.02.18, Genetic Testing and court-ordered testing procedures (http://dor.myflorida.com/dor/)
Question #563	5. How many Department security employees were given the Hepatitis B vaccine in the last fiscal year? (3.3.20, 3.34.1.1.33.1)
Answer #563	Not available.
Question #564	6. Are all sites expected to have AEDs? How many AEDs are expected per population? (3.3.21)
Answer #564	See Answer #85
Question #565	7. What items are contained and/or expected in the Personal Protective Equipment (PPE)? (3.3.21)
Answer #565	See Exhibit C Bloodborne Pathogens Exposure Control Plan
Question #566	8. Please clarify whether the Contractor is required to supply security staff with PPE. If so, what is the number of Department employees in this category? What is the turnover rate for Department employees in this category? (3.3.21)
Answer #566	The vendor would supply personal protective equipment necessary for security staff to perform their duty responsibilities within the health services section, including specialized units where health service and security personnel jointly come in contact and directly oversee inmates.
Question #567	9. What is the expected number of inmates discharged/released per year? What percentage of these asks to be tested for HIV? (3.34.1.1.4)
Answer #567	See RFP Questions & Answers Documents\Data Releases FY 2010-11 with region totals.xls All inmates are required to be tested for HIV prior to release unless they refuse. However, an inmate who is known to the department to be HIV positive or who has been tested within the previous year and does not request retesting need not be tested. Reference Exhibit C, Chapter 945.355, F.S. and HSB 15.03.08

Question #568	10. What sites currently have infirmary beds? How many infirmary beds are located at each site? (3.34.1.1.20)
Answer #568	See RFP Questions & Answers Documents\Data\Infirmary Beds.pdf
Question #569	11. What has been the historical number of edentulous inmates in this Region? (3.34.1.3.9)
Answer #569	The Department does not track the number of edentulous inmates. The number and types of removable prosthetic cases/treatments are tracked. See RFP Questions & Answers Documents – Dental Data- Removable Prosthetics Cases.pdf.
Question #570	12. What has been the historical number of suicides in this Region?
Answer #570	For the period FY2003-04 through FY2010-11 there have been a total of 31 suicides in Regions I and III, for an average of 3.875 per year for that period.
Question #571	13. What has been the historical number of pregnant women in this Region?
Answer #571	Beginning in 2009, Broward CI became the base institution for pregnant inmates. The Department treats approximately 80 pregnant inmates per year.
Question #572	14. Staff nurses are required to have 12 months experience (5.6.5). Does this apply to both RNs and LPNs?
Answer #572	Yes RN - Licensure as a Registered Professional Nurse in accordance with Florida Statute 464 or eligible to practice nursing in accordance with Chapter 64B9-3.003, Florida Administrative Code, and one year of professional nursing experience; or A bachelor's degree from an accredited college or university with a major in nursing and licensure as a Registered Professional Nurse in accordance with Florida Statute 464 or eligible to practice nursing in accordance with Chapter 64B9-3.003, Florida Administrative Code LPN - Licensure as a practical nurse in accordance with Florida Statute 464 or eligible to practice nursing in accordance with Chapter 64B9-3.003, Florida Administrative Code, and one year of experience in providing practical nursing services.
Question #573	15. Will the Contractor be held to any contracts in Exhibit O and Exhibit P?
Answer #573	The status of existing contract will be determined at a later date. However, during the transition period, the Department will facilitate introductions between vendors and existing contractors.
Question #574	16. Will current technological equipment (e.g. computers, printers, copiers, etc.) and medical equipment (e.g. exam tables, stretchers, thermometers, etc.) remain and be available for use by the Contractor?
Answer #574	See revised Section 3.16 on Revised Page 51, included with Addendum #3, regarding PCs and Printers.
Question #575	17. Will Contractor be responsible for replacing any equipment provided by the state that is no longer functional? Will this equipment remain the property of the state if the contract is terminated?
Answer #575	See Section 3.27
Question #576	18. Are Business/Corporate References within the correctional industry preferred? (5.3.4)
Answer #576	Yes.

Question #577	19. Are any unions or existing collective bargaining agreements expected to be in place and/or negotiated?
Answer #577	See Answer #158
Question #578	20. Are any current facilities not under the State's current AFSCME union contract?
Answer #578	All state institutions have position classes that are covered by AFSCME
Question #579	21. In Attachment 11 – Pricing Matrix, the file "ADP – Comprehensive – R1" includes Graceville CF as a Region 1 facility for the Contractor to propose. Elsewhere in the Exhibits, it is listed with the private contract facilities. Please clarify if the Contractor is to propose healthcare services for Graceville CF.
Answer #579	No
Question #580	22. In Attachment 11 – Pricing Matrix, the file "ADP – Comprehensive – R3" includes the Lafayette County Jail as a Region 3 facility for the Contractor to propose. Elsewhere in the Exhibits, it is included with the Region 2 facilities. Please clarify which Region the Lafayette County Jail is assigned to.
Answer #580	Lafayette County Jail is a Region II facility.
Question #581	23. In Attachment 11 – Pricing Matrix, the file "ADP – Comprehensive – R3" does not include the Hillsborough CI among the list of sites. Elsewhere in the Exhibits, it is included in Region 3. Please clarify if the Contractor is to propose healthcare services for Hillsborough CI.
Answer #581	Hillsborough CI is in Region III.
Question #582	24. The following facilities are described in the Exhibits as belonging to Region 3: a. Bridges of Orlando Work Release Center b. Largo Residential Re-Entry Center c. Orlando Transition Center d. Orlando Work Release Center e. Re-Entry of Ocala f. Suncoast Work Release Center (Female) g. Suncoast Work Release Center (Male) h. The Transition House, Inc. However, they are not listed in the file "ADP – Comprehensive – R3" in Attachment 11 – Pricing Matrix. Please clarify if the Contractor is to propose healthcare services for these eight locations.
Answer #582	The facilities listed, except for the Orlando Work Release Center, are contracted facilities in Region III. In addition, the Bradenton Transition Center (Female) should be included in the pricing matrix as a Region II facility.
Question #583	25. Is a foreign corporation registered to do business in the State of Florida required to obtain a Business License at the State level or at the individual County level? If a Business License at the County level is required, will a license be required in each County the Contractor will perform services, or is there a "universal" Business License that covers multiple Counties? (5.2.6)
Answer #583	The Contractor is responsible for determining and securing proper licensing under federal and state law.
Question #584	26. What is the desired length of time for the transition to Electronic Health Records? (3.16.16)
Answer #584	By January 2014. See revised Section 3.16.16, Electronic Health Record (EHR), on Revised Page 57, and Revised Page 15; included with Addendum #3.

Question #585	27. Is there an existing set of standards the Contractor's Electronic Health Records solution should follow to ensure compatibility with the EHR systems in other Regions? (3.16.16) Is the Department ultimately looking for uniformity in EHR across the State?
Answer #585	If multiple Vendors are selected, then each can use their own EHR system. The Vendors, at their own cost, will be responsible for integrating their systems to each other.
Question #586	28. Will historical medical records be required to be scanned and stored as part of the Electronic Health Records implementation?
Answer #586	No.
Question #587	29. Is there a cost to health services for OBIS use? If so, what is it? (3.31.3)
Answer #587	Yes. The Contractor shall have an account number associated with their company and each contracted staff person working for the Contractor shall have that account number tied to them while using OBIS. All CPU utilization under that account number will be tracked in OBIS, summed at the end of every month, and calculated as a percentage of all the CPU utilized for that month in OBIS. This percentage will then be applied to the OBIS service bill cost we receive from the State's Shared Resource Center. This cost will then be deducted in the monthly payment made to the Contractor by the Department. The Department does not have an estimate for the cost.
Question #588	30. Is there a cost to health services for CARP use? If so, what is it? (3.34.1.1.3)
Answer #588	No, not at this time
Question #589	31. Is there data room availability at each site?
Answer #589	Yes; however, available space varies by location
Question #590	32. Does internet connectivity exist at each site? If not, which sites do not have internet connectivity, and can it be installed at these sites?
Answer #590	The Vendor must provide their own ISP and internet connections at all sites.
Question #591	33. Will the Contractor be responsible for contracting with and paying for an internet provider at each site?
Answer #591	Yes. See answer to question 590 an section 3.16.4 Contractor's Network.
Question #592	34. Does network wiring exist at each site? If not, which sites do not have network wiring?
Answer #592	The vendor is responsible for defining and establishing their own data network and data (Internet) communications. See section 3.16.4 Contractor's Network.
Question #593	35. Will IT infrastructure improvements (for example, additional network wiring) be completed at the expense of the Contractor?
Answer #593	Yes.
Question #594	36. Is it preferred that the primary data center be located in Florida?

Answer #594	Yes, but not required
Question #595	37. Will service, support, and maintenance for all computers, printers and other equipment at each site be provided by the Contractor?
Answer #595	Yes. See section 3.16.4 Contractor's Network
Question #596	38. What is the number of mental health inmate transfers weekly and/or monthly from the Private Prisons to the Department of Corrections Institutions in this Region?
Answer #596	Information not available.
Question #597	39. Mental Health Staffing Credentials and Licensure: a. Please give a definite position on the Contractor's ability to use unlicensed Mental Health Professionals to meet the service requirements of this RFP. b. Does the Florida Statute for unlicensed Mental Health Professional Practice and its use in the FLDOC sites extend to the Contractor? c. If the Contractor is not able to use unlicensed Mental Health Professionals, what is the expectation for continued employment of unlicensed Mental Health Professionals currently employed by FLDOC? For example, will the Contractor be expected to replace all current unlicensed Mental Health Professionals? If so, will the Contractor be given a grace period for replacing these positions? Will a grace period be extended to allow existing unlicensed Mental Health Professionals the opportunity to obtain a license? d. Will the FLDOC accept an alternate plan for the use of unlicensed Mental Health Professionals, such as allowing them to practice under the supervision of a Senior Behavioral Analyst? e. Has the FLDOC had particular difficulty staffing any of the facilities in this Region with Mental Health Professionals? Which facilities? f. Which mental health positions are difficult to staff due to a shortage of qualified professionals in the Region or area? g. Will the Department provide a list of Locum Tenens or PRN staff used to fill short-term vacancies? h. Considering the history of staffing difficulties and challenges, will the department grant special consideration with regards to determining fines or liquidated damages for mental health positions? i. What is the average pay for the following positions in this Region: • Psychiatrists • Licensed Clinical Psychologists • Licensed Masters-level Clinicians • AR Nurse Practitioner j. Just to clarify, are Senior Behavioral Analysts equivalent to licensed Clinical Psychologists? k. Just to clarify, are Behavioral Analysts equivalent to Licensed MA level clinicians?
Answer #597	a. Mental health clinicians (psychiatrists, senior behavior analysts, behavior specialists must have a clear and active Florida license b. No

	c. This is a statutory issue d. No e. Yes; at S-3+ institutions f. Psychiatrists and Senior Behavior Analysts g. See Exhibit O for current contracts h. No i. Average pay: Psychiatrists (Sr. Physician) - $184,169 * Licensed Clinical Psychologists (Sr. Behavioral Analysts F/C) - $70,722 * Licensed Masters level Clinicians (Behavioral Specialist F/C) - $47,401 ARNP (mental) only 1 filled position - $77,000 There are no mental health FTE's in Region IV, only Regions I, II and III * Human Resources cannot determine who is licensed without pulling personnel files. j. Education and training requirements are similar k. Behavior Specialists' Education and training requirements are similar
Question #598	40. Please provide a description for mental health category and level of mental health care for each facility in this Region.
Answer #598	Exhibit A includes "Facility Profiles" from which this information may be obtained.
Question #599	41. Is the department willing to accept Telemedicine as an alternative solution for staffing vacancies for Psychologists and Mental Health Professionals?
Answer #599	Depends on the clinical activity e.g. not in Inpatient units, Reception Centers, or Crisis interventions/Infirmary Mental Health Care.
Question #600	42. Which sites in this Region are classified as a CMHTF?
Answer #600	See Exhibit A, Facility Profiles, beginning on page 37.
Question #601	43. Which sites in this Region contain CSUs?
Answer #601	See Exhibit A, Facility Profiles, beginning on page 37.
Question #602	44. Which sites in this Region contain TCUs?
Answer #602	See Exhibit A, Facility Profiles, beginning on page 37.
Question #603	45. Please clarify the Contractor's role in maintaining the student internship program in this Region. Is the contractor required to submit pricing for the internship and Director of internship position? If so, please clarify how many internship positions and Directors of Interns are expected to be paid by the Contractor in this Region.
Answer #603	YES; four doctoral psychology interns and a training director
Question #604	46. Please provide a more detailed description of the department's aftercare services and what challenges the department faces in providing these services? Does discharge planning occur in each facility? Is the department satisfied with the current level of discharge planning occurring at each facility in this Region?
Answer #604	See Exhibit C, HSB 15.05.21 under Health Services Bulletins-Policies\Mental Health

Question #605	47. Please provide a list of community resources frequently used for aftercare services in this Region. Is the department satisfied with the results from these community resources?
Answer #605	See Exhibit O, Interagency Agreements\IA-09-1051 DCF MH
Question #606	48. What is the annual number of offsite trips per location exceeding 45 miles round-trip? (3.3.19)
Answer #606	Information not available
Question #607	49. Is the FLDOC willing to accept offsite costs up to a certain threshold, after which the vendor would be held responsible?
Answer #607	No.
Question #608	50. Will the Department please provide actual redacted offsite referral data, including cost, for each offsite referral by facility for the previous three fiscal years?
Answer #608	Unable to complete within the time frame for this RFP. Available utilization management data has been provided in Exhibit G and RFP Questions & Answers Documents\UM Data
Question #609	51. Please clarify the difference between the "Contracted Physician Services" cost center and the "Physician's Fees – Prison Visit" cost center as contained in the reports in Exhibit E.
Answer #609	Contracted Physician Services – Physicians contracted to work in the institutions to cover vacant positions. Physician's Fees – Prison Visit – Community physicians providing specialty consults at the prison.
Question #610	52. When is a decision expected to be made on the DMS solicitation for pharmaceuticals? (3.7.1.2)
Answer #610	Follow the below link to the DMS advertisement for pharmaceuticals: http://myflorida.com/apps/vbs/vbs_www.ad.view_ad?advertisement_key_num=96737
Question #611	53. At what specific institutions do County Health Departments provide HIV and STD care?
Answer #611	See Answer 73.
Question #612	54. Can the Contractor assume the State and County health department qualification for 340B pricing can and will be made available to the Contractor in order that the Contractor may consistently provide and distribute pharmaceuticals through a single distribution entity?
Answer #612	No
Question #613	55. How does the State define telehealth versus telemedicine?
Answer #613	The use of telehealth, telemedicine and telepsychiatry are interchangeable as it references the use within the document.
Question #614	56. How does the State and Department of Corrections visualize telehealth applications integrating into the EMR?
Answer #614	Yes, to the extent possible based on available technology.
Question #615	57. Are there any existing "interactive audiovisual technology systems" currently in use which need to be compatibility matched?

Answer #615	There are currently no interactive A/V systems under Health Services or OIT control.
Question #616	58. What volumes of patient demand for telehealth are anticipated for which specific specialties?
Answer #616	Unknown.
Question #617	59. Does the FLDOC expect the Contractor selected for Region 2 to assume all UM functions for that region, including the RMC facility?
Answer #617	Yes. However, see Answer # 13.
Question #618	60. Will the Contractor in Region 2 have unilateral authority to accept or deny referrals from other Regions through this UM function?
Answer #618	See Answer # 13.
Question #619	61. What criteria will the Region 2 Contractor be expected to use for determining whether to approve or deny a referral from another Region?
Answer #619	See Answer # 13.
Question #620	62. Will dialysis and radiotherapy patients from Regions outside of Region 2 automatically be transferred to and treated exclusively at RMC? Will all of these costs then be assumed by the Contractor in Region 2 for these services?
Answer #620	Dialysis – No Radiotherapy – Yes.
Question #621	63. Will RMC continue to see inmates from Regions outside of Region 2 for specialty clinics and other referrals?
Answer #621	See Answer #13.
Question #622	64. Please clarify the anticipated billing arrangement at RMC for patients from Regions outside Region 2.
Answer #622	See Answer # 13.

ADDENDUM ACKNOWLEDGEMENT FORM
RFP #11-DC-8328
A D D E N D U M #4

Department of Corrections
4070 Esplanade Way
Tallahassee, Florida 32399-2500

SOLICITATION NO.: RFP #11-DC-8328

SOLICITATION TITLE: Comprehensive Healthcare Services in Region IV

PROPOSAL DUE: December 19, 2011

OPENING DATE: December 20, 2011

ADDENDUM NO.: Four (4) DATE: November 23, 2011

PLEASE BE ADVISED THAT THE FOLLOWING CHANGES ARE APPLICABLE TO THE ORIGINAL SPECIFICATIONS OF THE ABOVE-REFERENCED RFP:

This addendum includes the following:

1. Pages 51, and 53 are being replaced with Revised Pages 51 (Revision #2), and 53. Pages 53A has been added, and Page 51A (included with Addendum #3) has been removed. Revisions are highlighted in yellow.
2. Supplemental Responses to Written Inquiries for Questions #44a, #44i, #158, #310, #468, #476, #478, #525, and #574. Revisions are highlighted in gray.
3. "Self Injurious Admissions & ER Visits July - September 2011" Report.

If you have any difficulty in downloading any of the attached documents, please call or e-mail a request for copies to the Procurement Manager.

THIS ADDENDUM NOW BECOMES A PART OF THE ORIGINAL RFP.

THE ADDENDUM ACKNOWLEDGMENT FORM SHALL BE SIGNED BY AN AUTHORIZED COMPANY REPRESENTATIVE, DATED AND RETURNED WITH THE PROPOSAL AS INSTRUCTED IN SECTION 5, PROPOSAL SUBMISSION REQUIREMENTS. FAILURE TO DO SO MAY SUBJECT THE PROPOSER TO DISQUALIFICATION.

Failure to file a protest within the time prescribed in Section 120.57(3), Florida Statutes, or failure to post the bond or other security required by law within the time allowed for filing a bond shall constitute a waiver of proceedings under Chapter 120, Florida Statutes.

PROPOSER: _____ BY: _____

ADDRESS: _____ PHONE: _____

CITY, STATE: _____ DATE: _____

AUTHORIZED SIGNATURE: _____

~~transportation. The Contractor shall use telemedicine for clinical consultations whenever possible, unless directed otherwise by the Department.~~

~~The Contractor will be responsible for the cost of the acquiring and maintaining the necessary telemedicine communication system, equipment and consultations provided by telemedicine. The contractor will also be responsible for paying for all telemedicine service line charges for calls related to provision of health care to Department inmates.~~

~~The proposed solution must meet the following minimum requirements, and shall be approved by the Department's Office of Information Technology (OIT):~~

- ~~Platform –~~
- ~~Browser IE6, IE7, IE8~~
- ~~Useable at 800x600 resolutions~~
- ~~Runs on a 64-bit platform Windows 2003 server & above~~
- ~~Application runs on Microsoft SQL 2008 or 2005 environment and above~~
- ~~Application capable of running in a 64-bit environment~~
- ~~Network –~~
- ~~Application supports clients connecting at T1, T3, WAN speed, and 100 mbps~~
- ~~Must integrate with supporting single sign-on User ID~~
- ~~Must support HL7 compatibility as well as other data standards~~

~~The proposed solution will be Intranet web-based and users will need Internet Explorer to access the application. The personal computer shall have a minimum of MS XP Pro, 512 MB RAM & 1GHz CPU. Users will not be required to have a client module on their PC. Must be Windows Active Directory compliant, capable of supporting single sign-on and be centrally managed by User ID. Updates (including white papers), patches and fixes must be approved by the Department's Office of Information Technology; however, the Contractor will be responsible for any up-load and install.~~

~~Software offered must have the ability to:~~

~~Be compliant with the Health Insurance Portability and Accountability Act (HIPAA) and the HITECH Act. Any service, software, or process to be acquired by the Department that handles and/or transmits electronic protected health information must do so in full HIPAA compliance and with encryption provided as a part of the service, software, or process. In addition, the transmission and encryption scheme supplied by the vendor must be approved by the Department prior to acquisition. Confidential or personal health information includes but is not limited to, all social security numbers, all health information protected by HIPAA, and addresses of law enforcement officers, judges, and other protected classes. Pursuant to Florida Statute 119.071(5)(a)5, social security numbers are confidential information and therefore exempt from public record or disclosure.~~

3.16 Computer and Information Systems

~~The Contractor must have an automated, integrated tracking and reporting system. The Contractor must provide all computer equipment where needed, technical, and clerical support necessary to support the automated, integrated tracking and reporting system.~~

3.16.1 Corporate Access to the Departments Network

Any access to the Departments network from an outside non-law enforcement entity must be done via a LAN to LAN Virtual Private Network (VPN). This service is provided by the Florida Department of Management Services. Once the corporate entity has made the request thru DMS, the Department will require a copy of their security policies and a network diagram. After review by the Departments network staff, Information Security staff, the Chief Information Officer will make the final decision on granting access.

3.16.2 LAN to LAN Connections

operating the latest available software versions and applicable patches, and have the following implemented with supporting policies or procedures available for review by the Department:

- Active and effective network device, server and workstation operating system and layered software patch or update processes
- Department approved, up-to-date server and workstation anti-virus/malware software (all components) installed with active and effective patch or update processes in place

Outside entity workforce members with VPN access privileges to the Department's network shall not use non-Department email accounts (i.e., Hotmail, Yahoo, AOL), or other external information resources to conduct Department business, ensuring a reduced risk to Department data and that Department business is never confused with personal business.

With regard to VPN connections used by outside entities that are provided by Department-approved VPN providers, the Department bears no responsibility if the installation of VPN software, or the use of any remote access systems, causes system lockups, crashes or complete or partial data loss on any outside entity computing or network equipment. The outside entity is solely responsible for protecting (backing up) all data present on its computing and network equipment and compliance with all regulatory legislation.

3.16.4 Contractor's Network

In addition to the contractor providing their own data network and connectivity devices, all associated IT hardware at the local correctional facility level will be provided by and maintained by the Contractor. This includes, but is not all inclusive, hardware such as personal computers and laptops (including software licenses), tablet PC's, thin clients, printers, fax machines, scanners, video conferencing, switches, and UPS for switches.

The Department will make available to the Contractor, at the Contractor's expense, PCs and printers currently being used by Health Services staff and that said equipment is the property of the Department. If the Contractor decides to use the equipment then the Contractor assumes responsibility for the equipment and the equipment will be treated like other Contractor equipment. This responsibility will include, but is not all inclusive, configuration, maintenance, support, upgrade, replacement and other requirements specified within this RFP. The equipment will not reside on the Department's network. The equipment (or its replacement) shall remain the property of the Department upon expiration or termination of the contract. Other references in regards to ownership, usage, transfer, end of contract and related subjects, apart from PCs and printers, still apply.

3.16.5 Transmitting Health Information via E-mail

The Department does not currently have an e-mail encryption solution for the use of Health Services to accommodate confidential email transmission in accordance with applicable state and federal law. In conducting its mission the Department is required to communicate with parties outside of its internal email and information systems. These communications include electronic protected health information (ePHI) or other confidential information governed by any of the Health Insurance Portability and Accountability Act (HIPAA), The Health Information Technology for Economic and Clinical Health (HITECH) Act or the Florida Administrative Code, Rule Chapter 71-A. These and other regulations require that electronic transmission of ePHI or confidential information be encrypted.

The current practice requires passing health or other confidential information by way of phone calls, faxing, and traditional paper mail.

If the Contractor requires using e-mail to transport ePHI or other confidential health information it must establish and host an e-mail encryption solution. The solution must be approved by the Department's Office

of Information Technology (OIT) and meet or exceed the federal and state regulations mentioned above before implementation.

3.16.6 Contractor Data Availability

3.16.6.1 The Contractor shall have the capability for the Department to send data to and pull data from the Contractor's provided health service information technology system via a secure transport method (SFTP, Secure Web Services, etc.); furthermore, the data format should either be XML-based or delimiter-separated values. It is the Contractor's responsibility to provide all necessary documentation to assist in the integration of data which includes but is not limited to crosswalk tables for code values, schemas, and encodings.

Responses to Written Inquiries
RFPs #11-DC-8324, #11-DC-8325, #11-DC-8326, #11-DC-8327, & #11-DC-8328
Comprehensive Healthcare Services in Regions I, II, III, and IV

Questions are color-coded as follows:

Highlighted in YELLOW→ RFP #11-DC-8324 Comp HS Regions I, II, & III
Highlighted in GREEN → RFP #11-DC-8325 Comp HS Region I
Highlighted in BLUE → RFP #11-DC-8326 Comp HS Region II
Highlighted in PINK → RFP #11-DC-8327 Comp HS Region III
With text in GREEN → RFP #11-DC-8328 Comp HS Region IV
With normal text (black font/white background) → All 5 RFPs
With text in BLUE → Apply only to individual RFPs #11-DC-8325, #11-DC-8326, #11-DC-8327, and #11-DC-8328
With text in RED → Apply only to individual RFPs #11-DC-8325, and #11-DC-8327

Q&As highlighted in GRAY correspond to any new/revised information provided in Addendum #4.

All written inquiries are reproduced in the same format as submitted by the Contractor, unless otherwise indicated.

CORIZON	
Question #44	31. Section 3.16, Page 51-57; Computer and Information Systems: a. *Question: Can you please define the requirements for the "automated, integrated tracking and reporting system"? What systems and information should be available in this reporting system?* b. *Question: In regards to software licenses, since some companies like Microsoft do not allow licenses to transfer from one company to another, will the contractor be allowed to purchase these in the DOC's name as a pass through cost? This can alleviate a lot of transition issues at the end of a contract* c. *Question: Will the DOC accept HL7 and NCPDP as valid transactions for interfacing?* d. *Question: Please identify the Work Camps, Forestry Camps, Road Prisons, and Re-Entry Centers that share a common network wiring infrastructure with Major Institutions.* The RFP states that the EHR must integrate and exchange encounter data in XML format including documentation version control and signature encryption. e. *Question: Does the Department have a specific need or requirement regarding this data such as integration with a Health Exchange or RHIO?* f. *Question: Is the Department's email server capable of using TRANSPORT LAYER SECURITY (TLS) encryption?* The RFP states that the EHR must be able to exchange data with other systems as approved by OIT and OHS. g. *Question: Can the Department identify the systems that will need to exchange data with the EHR as*

	part of the initial deployment? Please include a list of unique systems requiring interfaces including Offender Management, Lab, Pharmacy, and Digital Imaging. h. *Question: Does the Department have any requirements regarding the integration protocols that must be used? Will the Department support standard interface protocols including HL7, NCPDP for integration with various systems including Offender Management Systems, Lab Systems, and Pharmacy System?* The RFP states that the EHR must be able to combine patient records including scanned documents and dynamic (keyed) data entry document types. i. *Question: Please confirm that dynamic (keyed) data entry document types are common EHR documents such as structured progress notes, orders, telephone encounter notes, etc... If this assumption is incorrect, please specify what is meant by this requirement.* The Department states that the contractor must not utilize a Virtual Private Network (VPN). j. *Question: Will the Department allow an exception for using VPN when the main network is down or during a Disaster Recovery/Business Continuity incident?* k. *Question: Would the Department approve the use of a Private MPLS secure network to connect from the DOC facilities to the hosted (EHR) application?* l. *Question: If regions are awarded to different contractors, how does the department intend to handle deployment of the EMR? Will there be a single solution and what contractor(s) will be responsible for implementation and cost?* The RFP states that the contractor must not utilize a Virtual Private Network (VPN). m. *Question: Would the Florida Department of Corrections approve the use of a private MPLS secure network to connect from the facilities to the hosted (HER) application?*
Answer #44	a. See revised Section 3.16 on Revised Page 51 (Revision #2), included with Addendum #4. b. No, see section 3.16. The Vendor is responsible for obtaining the proper licenses. The Department cannot purchase licenses for a private company. c. The Department will accept HL7; however, the Department will need to review the version number and layout before approving the format. Please see sections 3.31.1 and 3.16.6.1 for more information. d. The vendor is responsible for defining and establishing their own data network and data (Internet) communications. e. The data must integrate with existing Department systems: i.e., OBIS. f. Yes g. At a minimum, the vendor must provide capabilities as described in section 3.16.6.1. This capability shall allow data exchanges to occur with the Offender Based Information System (OBIS). However, other exchanges of data are dependent on the negotiation with the selected

	vendor. Please see section 3.31.1 and 3.16.6.1 for more information as well as references to CARP and OBIS in section 3.34.1 Performance Outcomes, Measures, and Standards. h. The Department requires that the Vendor system integrate with OBIS. The Department will accept HL7; however, the Department will need to review the version number and layout before approving the format. i. The assumption is correct. j. No, the standard is to use a VPN to connect into the Department's network. The Department does not allow a direct connect into systems that would provide a feasible alternative to circumvent an outage to the network. k. The Department may approve a separate network that meets the standards required by the Department of Management Services and any CJIS security policies. l. If multiple Vendors are selected, then each can use their own EHR system. The Vendors, at their own cost, will be responsible for integrating their systems to each other. m. The Department will approve a separate network that meets the standards required by the Department of Management Services and any CJIS security policies.
ARMOR CORRECTIONAL HEALTH SERVICES	
Question #158	2. Are we to assume the Collective Bargaining Agreements will remain in effect? a. If so, what portion of the rate does the Department pay for health insurance premiums broken down by tier (i.e. employee, employee spouse, employee children, employee family)? b. How much does the Department contribute to employee retirement (% of salaries)? Clarification requested by CORIZON, on November 22, 2011 In order to conduct a fair comparison and for bidders to demonstrate the required 7% reduction in costs, it is imperative that the total costs of the DC healthcare staff be included in the baseline costs as reported in the Total Expenditures by Location 2009-2010 Revised Summary included on the CD as part of Addendum #3. Are the DC healthcare staff employee retirement costs of 4.91% for regular retirement and 14.1% for special risk included in the Total Expenditures by Location 2009-2010 Revised Summary included on the CD as part of Addendum #3? If the above costs are not included in the total expenditure report, given the fact these are costs the state is currently incurring that will no longer be incurred once privatized, will the state incorporate these costs into the Total Expenditure Report and revise it accordingly so that a true comparison of total costs can be measured? Are there any other costs, such as employee health insurance, workers compensation insurance, etc. that are not included in the Total Expenditure Report? If so, will you include these costs?
Answer #158	No, employees will be the responsibility of the contractor. Former employees of the Department will no longer be represented by CBA's with the State of Florida. a. N/A b. Regular retirement – 4.91%; Special risk – 14.10% All costs are included in the Total Expenditure Report. The retirement rates in effect in FY 2009-2010 were 9.85% for regular retirement and 20.92% for special risk retirement.

WEXFORD HEALTH SOURCES	
Question #310	98. The *Price Information Sheet* requires bidders to submit a single Per-Inmate-Per-Day price that will remain the same throughout the first five years of the contract. Bidders must therefore build four years of inflationary increases — averaging more than 4% annually in Florida (2006-2010) — into this single Per-Inmate-Per-Day price. Given this fact, how does the DC want bidders to present their Year One pricing that demonstrates the required cost savings of at least seven percent less than the Department's Fiscal Year 2009-2010 healthcare expenditures? Clarification requested by CORIZON, on November 22, 2011 The combination of the requirement to reduce costs by at least 7% and to hold pricing level for 5 years results in a requirement in essence to reduce costs over the five year term by significantly more than the 7% required in the proviso language of SB2000. A reasonable interpretation of the proviso language would be to reduce costs by 7% in year one of the contract. Future year costs could then be limited to annual increases in costs no more than medical CPI for the region. The proviso language included in SB 2000 does not contain any language or requirement regarding a single per diem to be held flat for the first five years of the contract. Industry experience in providing correctional healthcare services indicates the requirement to achieve 7% savings in combination with the requirement for a single flat per diem for five years could be impossible for any responsible bidder to achieve given ongoing healthcare inflation. This could result in a procurement where no bidder can meet the RFP specifications and could result in a "no award" that causes the state to forgo significant savings that could otherwise be achieved through this procurement. Therefore, will the state revise the pricing form to enable vendors to submit separate per diems for each year of the contract? This will still enable the state to evaluate costs appropriately, meet the intent of SB 2000 and provide a known, reduced cost to the state for the entire contract period.
Answer #310	Proposers must meet the requirement of SB 2000, see Exhibit X. The Department will not change the terms of the procurement relating to the 7% savings, or provide a CPI escalator. The proviso states: Any intent to award for comprehensive health services is contingent upon a cost savings of at least 7 percent less than the department's Fiscal Year 2009-2010 healthcare expenditures. The proviso allows costs savings in excess of 7 percent of the department's Fiscal Year 2009-2010 healthcare expenditures. Your proposal could result in cost savings of less than 7 percent of the department's Fiscal Year 2009-2010 healthcare expenditures.
MHM Services	
Question #468	91. Please provide a listing of all computer equipment that will be available to the vendor to support the EMR? Please include the model and age of each computer.
Answer #468	See revised Section 3.16.4 on Revised Page 53, included with Addendum #4, regarding PCs and Printers.
Question #476	99. Page 51 Section 3.16 states the Contractor must have an automated, integrated tracking and reporting system. What system/functions/data is this paragraph referring to?
Answer #476	See revised Section 3.16 on Revised Page 51 (Revision #2), included with Addendum #4.
Question #478	101. Please provide an IT equipment inventory list to include OS version, CPU, Memory specifications.

Answer #478	See revised Section 3.16.4 on Revised Page 53, included with Addendum #4, regarding PCs and Printers.
Correctional Medical Associates	
Question #525	17. By Facility, please provide a copy of the Monthly Mental Health "Outside Medical Care Report" FY 2011.
Answer #525	See "Self Injurious Admissions & ER Visits July - September 2011" report included with Addendum #4.
CHC | Correctional Healthcare Companies	
Question #574	16. Will current technological equipment (e.g. computers, printers, copiers, etc.) and medical equipment (e.g. exam tables, stretchers, thermometers, etc.) remain and be available for use by the Contractor?
Answer #574	See revised Section 3.16.4 on Revised Page 53, included with Addendum #4, regarding PCs and Printers.

Hospital Code	Hospital Name	Region	Originating Institution	Days	Diagnosis	COSTS
ATM	TALLAHASSEE MEM REG	1	103 - JEFFERSON C.I.	2	e950.0 - SUICIDE-ANALGESICS	$ 19,896.58
ABM	BAY MEDICAL CENTER	1	110 - NWFRC MAIN UNIT.	1	938 - FOREIGN BODY GI NOS	$ 990.00
ABM	BAY MEDICAL CENTER	1	110 - NWFRC MAIN UNIT.	2	938 - FOREIGN BODY GI NOS	$ 4,000.00
BMM	MEM. MED CT. OF JAX	1	135 - SANTA ROSA ANNEX	7	938 - FOREIGN BODY GI NOS	$ 11,638.57
ABH	BAPTIST HOSPITAL	1	135 - SANTA ROSA ANNEX	1	e956 - SUI/SELF-INJ BY CUT INST	$ 12,000.00
ABH	BAPTIST HOSPITAL	1	135 - SANTA ROSA ANNEX	1	e956 - SUI/SELF-INJ BY CUT INST	$ 22,280.50
ABH	BAPTIST HOSPITAL	1	135 - SANTA ROSA ANNEX	2	e956 - SUI/SELF-INJ BY CUT INST	$ 37,434.15
ABH	BAPTIST HOSPITAL	1	135 - SANTA ROSA ANNEX	2	e956 - SUI/SELF-INJ BY CUT INST	$ 23,339.50
ABH	BAPTIST HOSPITAL	1	135 - SANTA ROSA ANNEX	2	e956 - SUI/SELF-INJ BY CUT INST	$ 32,330.60
ASR	SANTA ROSA MED CT	1	135 - SANTA ROSA ANNEX	3	e956 - SUI/SELF-INJ BY CUT INST	$ 52,025.35
ABH	BAPTIST HOSPITAL	1	135 - SANTA ROSA ANNEX	5	e956 - SUI/SELF-INJ BY CUT INST	$ 81,138.50
ABH	BAPTIST HOSPITAL	1	135 - SANTA ROSA ANNEX	2	e956 - SUI/SELF-INJ BY CUT INST, e958 - SUICIDE/SELF-INJ NEC/NOS	$ 29,747.00
BMM	MEM. MED CT. OF JAX	2	201 - COLUMBIA C.I.	1	938 - FOREIGN BODY GI NOS	$ 3,306.94
BMM	MEM. MED CT. OF JAX	2	201 - COLUMBIA C.I.	7	938 - FOREIGN BODY GI NOS	$ 15,639.00
BMM	MEM. MED CT. OF JAX	2	201 - COLUMBIA C.I.	3	977.9 - POISON-MEDICINAL AGT NOS	$ 3,350.19
BMM	MEM. MED CT. OF JAX	2	201 - COLUMBIA C.I.	3	977.9 - POISON-MEDICINAL AGT NOS	$ 4,416.81
BMM	MEM. MED CT. OF JAX	2	209 - R.M.C.- MAIN UNIT	7	938 - FOREIGN BODY GI NOS	$ 15,528.14
BMM	MEM. MED CT. OF JAX	2	209 - R.M.C.- MAIN UNIT	2	938 - FOREIGN BODY GI NOS	$ 3,880.67
BMM	MEM. MED CT. OF JAX	2	209 - R.M.C.- MAIN UNIT	20	938 - FOREIGN BODY GI NOS	$ 126,925.07
BMM	MEM. MED CT. OF JAX	2	209 - R.M.C.- MAIN UNIT	1	939.0 - FB BLADDER & URETHRA	$ 1,784.56
BMM	MEM. MED CT. OF JAX	2	209 - R.M.C.- MAIN UNIT	1	939.0 - FB BLADDER & URETHRA	$ 1,394.95
BMM	MEM. MED CT. OF JAX	2	209 - R.M.C.- MAIN UNIT	2	939.0 - FB BLADDER & URETHRA	$ 6,051.35
BMM	MEM. MED CT. OF JAX	2	209 - R.M.C.- MAIN UNIT	2	939.0 - FB BLADDER & URETHRA	$ 5,254.51

Hospital Code	Hospital Name	Region	Originating Institution	Days	Diagnosis	COSTS
BMM	MEM. MED CT. OF JAX	2	209 - R.M.C.- MAIN UNIT	2	939.0 - FB BLADDER & URETHRA	$ 8,534.45
BMM	MEM. MED CT. OF JAX	2	209 - R.M.C.- MAIN UNIT	8	939.0 - FB BLADDER & URETHRA	$ 6,794.36
BMM	MEM. MED CT. OF JAX	2	209 - R.M.C.- MAIN UNIT	1	939.3 - FOREIGN BODY PENIS	$ 5,703.52
BMM	MEM. MED CT. OF JAX	2	209 - R.M.C.- MAIN UNIT	3	977.9 - POISON-MEDICINAL AGT NOS	$ 8,090.47
BMM	MEM. MED CT. OF JAX	2	209 - R.M.C.- MAIN UNIT	14	995.2 - ADV EFF MED/BIOL SUB NOS	$ 36,322.80
BSH	SHANDS TEACHING HOSP	2	209 - R.M.C.- MAIN UNIT	1	E953.0 - SUICIDE-HANGING	$ 20,359.52
BMM	MEM. MED CT. OF JAX	2	209 - R.M.C.- MAIN UNIT	1	E958 - SUICIDE/SELF-INJ NEC/NOS	$ 545.56
BMM	MEM. MED CT. OF JAX	2	213 - UNION C.I.	1	977.9 - POISON-MEDICINAL AGT NOS	$ 3,626.86
BMM	MEM. MED CT. OF JAX	2	218 - TAYLOR C.I.	22	938 - FOREIGN BODY GI NOS	$ 72,713.31
ATM	TALLAHASSEE MEM REG	2	218 - TAYLOR C.I.	7	e956 - SUI/SELF-INJ BY CUT INST	$ 25,981.93
BMM	MEM. MED CT. OF JAX	2	230 - SUWANNEE C.I	1	938 - FOREIGN BODY GI NOS	$ 2,349.36
BMM	MEM. MED CT. OF JAX	2	250 - HAMILTON ANNEX	2	977.9 - POISON-MEDICINAL AGT NOS	$ 2,698.88
BMM	MEM. MED CT. OF JAX	2	251 - COLUMBIA ANNEX	3	977.9 - POISON-MEDICINAL AGT NOS	$ 2,535.33
BMM	MEM. MED CT. OF JAX	3	312 - LAKE C.I.	1	937 - FOREIGN BODY ANUS/RECTUM	$ 1,219.85
BMM	MEM. MED CT. OF JAX	3	312 - LAKE C.I.	1	938 - FOREIGN BODY GI NOS	$ 5,541.96
COG	FLA HOSPITAL, E.ORL	3	312 - LAKE C.I.	2	938 - FOREIGN BODY GI NOS	$ 4,828.10
COG	FLA HOSPITAL, E.ORL	3	312 - LAKE C.I.	2	938 - FOREIGN BODY GI NOS	$ 11,611.95
CSL	SOUTH LAKE MEM. HOSP	3	312 - LAKE C.I.	2	938 - FOREIGN BODY GI NOS	$ 7,979.19
COG	FLA HOSPITAL, E.ORL	3	312 - LAKE C.I.	3	938 - FOREIGN BODY GI NOS	$ 17,971.89
COG	FLA HOSPITAL, E.ORL	3	312 - LAKE C.I.	3	938 - FOREIGN BODY GI NOS	$ 15,030.49
CSL	SOUTH LAKE MEM. HOSP	3	312 - LAKE C.I.	3	938 - FOREIGN BODY GI NOS	$ 5,128.10
CSL	SOUTH LAKE MEM. HOSP	3	312 - LAKE C.I.	3	938 - FOREIGN BODY GI NOS	$ 17,815.46
COG	FLA HOSPITAL, E.ORL	3	312 - LAKE C.I.	6	938 - FOREIGN BODY GI NOS	$ 16,597.99
COG	FLA HOSPITAL, E.ORL	3	312 - LAKE C.I.	6	938 - FOREIGN BODY GI NOS	$ 7,945.17
COG	FLA HOSPITAL, E.ORL	3	312 - LAKE C.I.	8	938 - FOREIGN BODY GI NOS	$ 44,867.70
COG	FLA HOSPITAL, E.ORL	3	312 - LAKE C.I.	9	938 - FOREIGN BODY GI NOS	$ 43,957.91
COG	FLA HOSPITAL, E.ORL	3	312 - LAKE C.I.	2	939 - FOREIGN BODY GU TRACT	$ -
COG	FLA HOSPITAL, E.ORL	3	312 - LAKE C.I.	1	e915 - FB ENTERING OTH ORIFICE	$ 10,157.27
COG	FLA HOSPITAL, E.ORL	3	312 - LAKE C.I.	2	e956 - SUI/SELF-INJ BY CUT INST	$ 4,130.94

Hospital Code	Hospital Name	Region	Originating Institution	Days	Diagnosis	COSTS
COG	FLA HOSPITAL, E.ORL	3	312 - LAKE C.I.	2	e956 - SUI/SELF-INJ BY CUT INST	$ 13,648.43
CSL	SOUTH LAKE MEM. HOSP	3	312 - LAKE C.I.	3	e956 - SUI/SELF-INJ BY CUT INST	$ 5,072.35
CSL	SOUTH LAKE MEM. HOSP	3	312 - LAKE C.I.	4	e956 - SUI/SELF-INJ BY CUT INST	$ 13,006.54
DKR	KENDALL REG MED CT	4	401 - EVERGLADES C.I.	7	938 - FOREIGN BODY GI NOS	$ 80,260.50
DKR	KENDALL REG MED CT	4	402 - S.F.R.C.	14	938 - FOREIGN BODY GI NOS	$ 183,702.04
DKR	KENDALL REG MED CT	4	402 - S.F.R.C.	1	e956 - SUI/SELF-INJ BY CUT INST	$ 53,263.00
DKR	KENDALL REG MED CT	4	402 - S.F.R.C.	1	e956 - SUI/SELF-INJ BY CUT INST	$ 17,195.00
DKR	KENDALL REG MED CT	4	402 - S.F.R.C.	1	e956 - SUI/SELF-INJ BY CUT INST	$ 12,793.00
DKR	KENDALL REG MED CT	4	402 - S.F.R.C.	1	e956 - SUI/SELF-INJ BY CUT INST	$ 4,136.00
DKR	KENDALL REG MED CT	4	430 - MARTIN C.I.	3	937 - FOREIGN BODY ANUS/RECTUM	$ 12,966.00
DKR	KENDALL REG MED CT	4	463 - DADE C.I.	1	E956 - SUI/SELF-INJ BY CUT INST	$ 82,006.00
DKR	KENDALL REG MED CT	4	463 - DADE C.I.	1	e956 - SUI/SELF-INJ BY CUT INST	$ 16,147.08
DKR	KENDALL REG MED CT	4	463 - DADE C.I.	1	e956 - SUI/SELF-INJ BY CUT INST	$ 10,898.00
DKR	KENDALL REG MED CT	4	463 - DADE C.I.	2	e956 - SUI/SELF-INJ BY CUT INST	$ 36,304.65
DKR	KENDALL REG MED CT	4	475 - BROWARD C.I.	1	e956 - SUI/SELF-INJ BY CUT INST	$ 75.00
DKR	KENDALL REG MED CT	4	501 - HARDEE C.I.	1	938 - FOREIGN BODY GI NOS	$ 24,051.20
DKR	KENDALL REG MED CT	4	501 - HARDEE C.I.	4	938 - FOREIGN BODY GI NOS	$ 49,933.41
DKR	KENDALL REG MED CT	4	510 - CHARLOTTE C.I.	1	e956 - SUI/SELF-INJ BY CUT INST	$ 11,085.59
DKR	KENDALL REG MED CT	4	510 - CHARLOTTE C.I.	1	e956 - SUI/SELF-INJ BY CUT INST	$ 6,240.00
DKR	KENDALL REG MED CT	4	510 - CHARLOTTE C.I.	2	e956 - SUI/SELF-INJ BY CUT INST	$ 17,404.50
BMM	MEM. MED CT. OF JAX		207 - R.M.C. HOSPITAL	1	938 - FOREIGN BODY GI NOS	$ 2,999.48
						$ 1,578,581.03

SELF-INJURIOUS EMERGENCY ROOM VISITS
JULY THROUGH SEPTEMBER, 2011

Current Institution	Originating Facility Code	Originating Facility Name	Originating Region	Service Location	Diagnosis Code(s)	COSTS
SANTA ROSA ANNEX	135	SANTA ROSA ANNEX	1	ABH	e956 - SUI/SELF-INJ BY CUT INST	$ 10,339.00
SANTA ROSA ANNEX				CSL	e956 - SUI/SELF-INJ BY CUT INST	$ 291.76
GULF C.I.	109	GULF C.I.	1	ABM	e956 - SUI/SELF-INJ BY CUT INST	$ 2,516.84
ORANGE	110	NWFRC MAIN UNIT.	1	ABM	E956 - SUI/SELF-INJ BY CUT INST	$ -
UNION C.I.	573	ZEPHYRHILLS C.I.	3	COG	977.9 - POISON-MEDICINAL AGT NOS	$ 2,277.00
S.F.R.C.	110	NWFRC MAIN UNIT.	1	ABM	938 - FOREIGN BODY GI NOS	$ 800.00
SANTA ROSA C.I.	135	SANTA ROSA ANNEX	1	ABH	938 - FOREIGN BODY GI NOS	$ 5,971.00
LAKE C.I.	320	CFRC-MAIN	3	COG	e956 - SUI/SELF-INJ BY CUT INST	$ 6,089.76
SANTA ROSA C.I.	110	NWFRC MAIN UNIT.	1	ABM	E956 - SUI/SELF-INJ BY CUT INST	$ -
UNION C.I.				ABH	E956 - SUI/SELF-INJ BY CUT INST	$ 37,434.15
TOMOKA C.I.	282	TOMOKA C.I.	3	BHX	977.9 - POISON-MEDICINAL AGT NOS	$ -
JEFFERSON C.I.	105	CALHOUN C.I.	1	ACH	977.9 - POISON-MEDICINAL AGT NOS	$ 16,340.37
ZEPHYRHILLS C.I.	573	ZEPHYRHILLS C.I.	3	EPM	e956 - SUI/SELF-INJ BY CUT INST	$ 1,732.28
R.M.C.- MAIN UNIT	230	SUWANNEE C.I	2	BSU	E956 - SUI/SELF-INJ BY CUT INST	$ 11,596.06
JEFFERSON C.I.	282	TOMOKA C.I.	3	BHX	977.9 - POISON-MEDICINAL AGT NOS	$ -
DADE C.I.	104	JACKSON C.I.	1	AJH	977.9 - POISON-MEDICINAL AGT NOS	$ 1,912.00

SELF-INJURIOUS EMERGENCY ROOM VISITS
JULY THROUGH SEPTEMBER, 2011

Current Institution	Originating Facility Code	Originating Facility Name	Originating Region	Service Location	Diagnosis Code(s)	COSTS
LAKE C.I.	312	LAKE C.I.	3	CSL	939 - FOREIGN BODY GU TRACT	$ 633.76
LAKE C.I.	312	LAKE C.I.	3	COG	939 - FOREIGN BODY GU TRACT	$ 161.14
UNION C.I.	312	LAKE C.I.	3	CSL	e956 - SUI/SELF-INJ BY CUT INST	$ 1,597.55
CHARLOTTE C.I.	430	MARTIN C.I.	4	DMA	E956 - SUI/SELF-INJ BY CUT INST	$ 7,362.07
LAKE C.I.	101	APALACHEE WEST UNIT	1	AJH	977.9 - POISON-MEDICINAL AGT NOS	$ 2,305.00
ZEPHYRHILLS C.I.	510	CHARLOTTE C.I.	4	ELE	E956 - SUI/SELF-INJ BY CUT INST	$ 2,106.50
ZEPHYRHILLS C.I.	510	CHARLOTTE C.I.	4	ELE	E956 - SUI/SELF-INJ BY CUT INST	$ 1,288.00
I.N.S	219	LAKE CITY C.F.	2	BLS	789.0 - ABDOMINAL PAIN, 977.9 - POISON-MEDICINAL AGT NOS	$ -
TAYLOR ANNEX	251	COLUMBIA ANNEX	2	BLS	977.9 - POISON-MEDICINAL AGT NOS	$ 2,535.33
LEVY	107	HOLMES C.I.	1	BDM	939.3 - FOREIGN BODY PENIS	$ 331.00
LAKE C.I.	118	WAKULLA C.I.	1	ATM	938 - FOREIGN BODY GI NOS	$ -
APALACHEE WEST UNIT	101	APALACHEE WEST UNIT	1	AJH	977.9 - POISON-MEDICINAL AGT NOS	$ 1,586.00
APALACHEE EAST UNIT	120	LIBERTY C.I.	1	ACH	E956 - SUI/SELF-INJ BY CUT INST	$ 172.00
TENNESSEE	109	GULF C.I.	1	ABM	938 - FOREIGN BODY GI NOS	$ 6,650.94
LAKE C.I.	312	LAKE C.I.	3	CSL	938 - FOREIGN BODY GI NOS	$ 4,880.36
APALACHEE WEST UNIT				AJH	977.9 - POISON-MEDICINAL AGT NOS	$ 3,286.00

SELF-INJURIOUS EMERGENCY ROOM VISITS
JULY THROUGH SEPTEMBER, 2011

Current Institution	Originating Facility Code	Originating Facility Name	Originating Region	Service Location	Diagnosis Code(s)	COSTS
TOMOKA C.I.	214	PUTNAM C.I.	3	BPC	e956 - SUI/SELF-INJ BY CUT INST	$ -
UNION C.I.	312	LAKE C.I.	3	COG	938 - FOREIGN BODY GI NOS	$ 828.41
UNION C.I.	312	LAKE C.I.	3	CSL	938 - FOREIGN BODY GI NOS	$ 4,657.48
UNION C.I.	312	LAKE C.I.	3	CSL	e956 - SUI/SELF-INJ BY CUT INST	$ 4,130.94
UNION C.I.	320	CFRC-MAIN	3	CSL	e956 - SUI/SELF-INJ BY CUT INST	$ 667.08
LOWELL ANNEX	367	LOWELL ANNEX	3	BSH	938 - FOREIGN BODY GI NOS	$ 2,269.38
NWFRC MAIN UNIT.	110	NWFRC MAIN UNIT.	1	ABM	E956 - SUI/SELF-INJ BY CUT INST	$ -
R.M.C.- MAIN UNIT	510	CHARLOTTE C.I.	4	ELE	884.0 - OPEN WOUND ARM MULT/NOS	$ 3,958.00
R.M.C.- MAIN UNIT	510	CHARLOTTE C.I.	4	EMC	E956 - SUI/SELF-INJ BY CUT INST, 879.3 - OPN WND ANT ABDOMEN-COMP	$ 2,991.93
CHARLOTTE C.I.	210	NEW RIVER CI	2	BSH	977.9 - POISON-MEDICINAL AGT NOS	$ 3,734.04
JACKSON C.I.	104	JACKSON C.I.	1	AJH	977.9 - POISON-MEDICINAL AGT NOS	$ 4,356.51
UNION C.I.	282	TOMOKA C.I.	3	BHX	e956 - SUI/SELF-INJ BY CUT INST	$ -
ESCAMBIA	219	LAKE CITY C.F.	2	BLS	977.9 - POISON-MEDICINAL AGT NOS	$ -
UNION C.I.	135	SANTA ROSA ANNEX	1	ABH	938 - FOREIGN BODY GI NOS	$ 2,909.00
LAKE C.I.	312	LAKE C.I.	3	CSL	939 - FOREIGN BODY GU TRACT	$ 2,926.06
LAKE C.I.	312	LAKE C.I.	3	COG	939 - FOREIGN BODY GU TRACT	$ 105.02

SELF-INJURIOUS EMERGENCY ROOM VISITS
JULY THROUGH SEPTEMBER, 2011

Current Institution	Originating Facility Code	Originating Facility Name	Originating Region	Service Location	Diagnosis Code(s)	COSTS
R.M.C.- MAIN UNIT	312	LAKE C.I.	3	COG	939 - FOREIGN BODY GU TRACT	$ 1,163.12
UNION C.I.	119	SANTA ROSA C.I.	1	ABH	E956 - SUI/SELF-INJ BY CUT INST	$ 3,357.00
UNKNOWN-2				ABM	E958 - SUICIDE/SELF-INJ NEC/NOS, E956 - SUI/SELF-INJ BY CUT INST	$ -
BROWARD C.I.	367	LOWELL ANNEX	3	CMC	e956 - SUI/SELF-INJ BY CUT INST	$ 1,157.23
SUWANNEE C.I	230	SUWANNEE C.I	2	BSU	884.0 - OPEN WOUND ARM MULT/NOS, 789.0 - ABDOMINAL PAIN, E956 - SUI/SELF-INJ BY CUT INST	$ 565.52
NWFRC MAIN UNIT.	110	NWFRC MAIN UNIT.	1	ABM	884.0 - OPEN WOUND ARM MULT/NOS, E956 - SUI/SELF-INJ BY CUT INST	$ -
ZEPHYRHILLS C.I.	573	ZEPHYRHILLS C.I.	3	EPM	977.9 - POISON-MEDICINAL AGT NOS	$ 8,518.76
R.M.C.- MAIN UNIT	103	JEFFERSON C.I.	1	ATM	E958 - SUICIDE/SELF-INJ NEC/NOS, E983 - UNDETERM CIRC-SUFFOCATN	$ 4,881.73
LAKE C.I.	312	LAKE C.I.	3	COG	938 - FOREIGN BODY GI NOS	$ 9,649.61
LANCASTER C.I.	281	LANCASTER C.I.	2	BSH	939.3 - FOREIGN BODY PENIS	$ 5,744.48
MARTIN C.I.	312	LAKE C.I.	3	COG	939 - FOREIGN BODY GU TRACT	$ 1,691.38
LAKE C.I.	135	SANTA ROSA ANNEX	1	AJH	972.6 - POIS-ANTIHYPERTEN AGENT	$ 2,186.51
UNION C.I.	205	FLORIDA STATE PRISON	2	BMM	977.9 - POISON-MEDICINAL AGT NOS	$ 3,329.18

SELF-INJURIOUS EMERGENCY ROOM VISITS
JULY THROUGH SEPTEMBER, 2011

Current Institution	Originating Facility Code	Originating Facility Name	Originating Region	Service Location	Diagnosis Code(s)	COSTS
OKALOOSA C.I.	107	HOLMES C.I.	1	ADM	977.9 - POISON-MEDICINAL AGT NOS	$ 2,419.00
SANTA ROSA C.I.	110	NWFRC MAIN UNIT.	1	EMC	E956 - SUI/SELF-INJ BY CUT INST	$ -
DESOTO WORK CAMP	564	DESOTO ANNEX	4	EDM	879.8 - OPEN WOUND SITE NOS	$ 1,892.92
						$ 212,286.16

ADDENDUM ACKNOWLEDGEMENT FORM
RFP #11-DC-8328
A D D E N D U M #5

Department of Corrections
4070 Esplanade Way
Tallahassee, Florida 32399-2500

SOLICITATION NO.: RFP #11-DC-8328

SOLICITATION TITLE: Comprehensive Healthcare Services in Region IV

PROPOSAL DUE: December 19, 2011

OPENING DATE: December 20, 2011

ADDENDUM NO.: Five (5) DATE: November 30, 2011

PLEASE BE ADVISED THAT THE FOLLOWING CHANGES ARE APPLICABLE TO THE ORIGINAL SPECIFICATIONS OF THE ABOVE-REFERENCED RFP:

This addendum includes the following:

1. Revised Page 12 is being provided for clarification purposes, since it includes revisions from Addendum #1 and Addendum #3.
2. Revised Pages 53, 57, 123, 124, 149, and 178, have been replaced with Revised Pages 53 (Revision #2), 57 (Revision #2), 123 (Revision #2), 124 (Revision #2), 149 (Revision #2), and 178 (Revision #2). Revisions are highlighted in green.
3. Pages 113, 121, 125, 127, 128, 129, 130, 131, 132, 133, and 134, have been replaced with Revised Pages 113, 121, 125, 127, 128, 129, 130, 131, 132, 133, and 134. Revisions are highlighted in green.
4. "Health Services Salaries Benefits by Region" Report.
5. "HS Filled Vacant Positions FY0 9-10 2011-11-29" Report.

If you have any difficulty in downloading any of the attached documents, please call or e-mail a request for copies to the Procurement Manager.

THIS ADDENDUM NOW BECOMES A PART OF THE ORIGINAL RFP.

THE ADDENDUM ACKNOWLEDGMENT FORM SHALL BE SIGNED BY AN AUTHORIZED COMPANY REPRESENTATIVE, DATED AND RETURNED WITH THE PROPOSAL AS INSTRUCTED IN SECTION 5, PROPOSAL SUBMISSION REQUIREMENTS. FAILURE TO DO SO MAY SUBJECT THE PROPOSER TO DISQUALIFICATION.

Failure to file a protest within the time prescribed in Section 120.57(3), Florida Statutes, or failure to post the bond or other security required by law within the time allowed for filing a bond shall constitute a waiver of proceedings under Chapter 120, Florida Statutes.

PROPOSER: _____ BY: _____

ADDRESS: _____ PHONE: _____

CITY, STATE: _____ DATE: _____

AUTHORIZED SIGNATURE: _____

The Contractor must understand that the institutions are first charged with the responsibility for maintaining custody and security for inmates. Therefore, the Department retains authority to assign inmates to the most appropriate institution. The Contractor shall not dispute or refuse acceptance of any inmate assignment based on any medical, dental and/or mental health condition (s).

Proposers shall ensure that any person performing work under the Contract(s) agrees to adhere to all Department procedures, policies, and codes of conduct, including procedures concerning fraternization and contact with inmates. The Proposer shall ensure compliance with all applicable statutes, promulgated rules, court orders, and administrative directives pertaining to the delivery of health care services. The Proposer shall employ health care professionals whose licenses or certifications are clear, active and unrestricted.

Telehealth and/or telemedicine is not currently utilized in any region; however, the Contractor ultimately selected through this RFP process may utilize telehealth at Contractor's own expense to facilitate provision of services where such services can be appropriately provided by these means. Telehealth may only be utilized if it is designed toward and results in improving responsiveness of care, reducing security costs by reducing medical escorts and improving public safety. This service will be considered under any resultant contract as a value added service to be delivered at no cost to the state.

For additional general description of services, see Section 3, Scope of Services Sought.

2.3 Statement of Purpose

For administrative purposes throughout this document, the Department is referring to a vendor, offeror or proposer as "Contractor" and any contract to be issued as a result of this RFP as "the Contract" or "this Contract". This does not mean or imply that any person or firm submitting a response to the RFP as a vendor, offeror or proposer will ultimately be awarded a contract or otherwise become a Contractor as that term is commonly understood. By utilizing the term "Contractor" and "this Contract" or "the Contract" throughout this RFP, the Department will be able to more quickly and efficiently transfer terms and conditions from this RFP document into a Contract document.

All services to be performed by, or under the direction of the Contractor under any resultant contract shall meet or exceed the minimum requirements outlined in this RFP. Under no circumstances shall service delivery meeting less than the minimum service requirements be permitted without the prior written approval of the Department. Otherwise, it shall be considered that services proposed will be performed in strict compliance with the requirements and rules, regulations and governance contained in this RFP and proposers shall be held responsible therefore.

The Department is requesting proposals from qualified vendors who have at least five (5) years of business/corporate experience with appropriately experienced management and at least three (3) years of business/corporate experience, within the last five (5) years, in the provision of comprehensive healthcare services to an aggregate patient population of a minimum of 15,000 ~~inmate~~ patients at any one time in prison, jail or other comparable managed healthcare settings. The Department understands that, due to the size and complexity of the inmate healthcare program, the service solution may require partnerships, joint ventures, and/or subcontracting between two or more companies, and therefore will consider the combined experience and qualifications of any such partnerships meeting these requirements. To ensure the bidding entity is qualified to serve inmate populations in prison settings, the vendor(s), whether responding independently, as a partnership, as a joint venture, or with a response that proposes utilization of subcontractor(s), must collectively have at least five (5) total years of business/corporate experience with appropriately experienced management and at least three (3) total years of business/corporate experience within the last five (5) years, providing comprehensive healthcare with sufficient levels of service in all areas (dental, mental health and physical healthcare) comparable to the service levels sought via this RFP to an ~~inmate~~ patient population of at least 15,000 ~~inmates~~ patients.

Throughout the term of the resultant contract, it will be the policy of the Department to maintain the institutional capacities and functional grades shown in EXHIBIT A at or near the maximum level at each institution. Note: The actual population at each institution may not currently be at maximum capacity; however, the proposer shall be prepared to deliver healthcare services up to and including the identified maximum capacity level during the term of the resultant contract.

Comprehensive healthcare services shall be made available to inmates according to the program definitions and specifications outlined in this RFP and any applicable exhibits. Access to and provision of comprehensive healthcare services will be in accordance with minimum constitutionally adequate levels of healthcare and in compliance with Department Policies and Procedures, court orders, Health Services' Bulletins (HSB's), Technical Instructions (TI's), Department Healthcare Standards, and Department Memoranda regardless of place of assignment or disciplinary status.

operating the latest available software versions and applicable patches, and have the following implemented with supporting policies or procedures available for review by the Department:

- Active and effective network device, server and workstation operating system and layered software patch or update processes
- Department approved, up-to-date server and workstation anti-virus/malware software (all components) installed with active and effective patch or update processes in place

Outside entity workforce members with VPN access privileges to the Department's network shall not use non-Department email accounts (i.e., Hotmail, Yahoo, AOL), or other external information resources to conduct Department business, ensuring a reduced risk to Department data and that Department business is never confused with personal business.

With regard to VPN connections used by outside entities that are provided by Department-approved VPN providers, the Department bears no responsibility if the installation of VPN software, or the use of any remote access systems, causes system lockups, crashes or complete or partial data loss on any outside entity computing or network equipment. The outside entity is solely responsible for protecting (backing up) all data present on its computing and network equipment and compliance with all regulatory legislation.

3.16.4 Contractor's Network

In addition to the contractor providing their own data network and connectivity devices, all associated IT hardware at the local correctional facility level will be provided by and maintained by the Contractor. This includes, but is not all inclusive, hardware such as personal computers and laptops (including software licenses), tablet PC's, thin clients, printers, fax machines, scanners, video conferencing, switches, and UPS for switches.

The Department's PCs and printers currently being used by Health Services staff, which are the property of the Department, are available for use by the Contractor. The use of Department equipment is the Contractor's choice. If the Contractor decides to use the equipment then the Contractor assumes responsibility for the equipment and the equipment will be treated like other Contractor equipment. The Contractor's responsibility for the equipment includes, but is not limited to, configuration, maintenance, support, upgrade, replacement and other requirements specified within this RFP. The equipment will not reside on the Department's network. The equipment (or its replacement) shall remain the property of the Department upon expiration or termination of the contract. Other references in this RFP with regard to the ownership, use, transfer and end of contract and related subjects, for equipment and property other than PCs and printers still apply.

3.16.5 Transmitting Health Information via E-mail

The Department does not currently have an e-mail encryption solution for the use of Health Services to accommodate confidential email transmission in accordance with applicable state and federal law. In conducting its mission the Department is required to communicate with parties outside of its internal email and information systems. These communications include electronic protected health information (ePHI) or other confidential information governed by any of the Health Insurance Portability and Accountability Act (HIPAA), The Health Information Technology for Economic and Clinical Health (HITECH) Act or the Florida Administrative Code, Rule Chapter 71-A. These and other regulations require that electronic transmission of ePHI or confidential information be encrypted.

The current practice requires passing health or other confidential information by way of phone calls, faxing, and traditional paper mail.

If the Contractor requires using e-mail to transport ePHI or other confidential health information it must establish and host an e-mail encryption solution. The solution must be approved by the Department's Office

2. Controlled access procedures for electronic connections to the contractor's network;
3. A process designed to control and monitor outside agencies access to the contractor's information network;
4. A Firewalling device;
5. Server based antivirus/malware software;
6. Client based antivirus/malware software;
7. Use of unique userIDs with expiring passwords;
8. A process that involves collection of userID activities and regular review of these activities for unauthorized access;
9. A process that ensures up to date software patches are applied to all information resources

The contractor shall maintain an Information Security Awareness program. This program will be designed to keep users knowledgeable on information security best practices.

3.16.16 Electronic Health Record (EHR)

The Department requires a paperless health record in compliance with the Health Care Reform Act, but no later than January 2014. Contractor must submit a plan for moving from a paper-based record system to a paperless health record. The plan must address such issues as hardware, software, transition, technical support, and ownership at the termination of the contractual period.

If multiple vendors are awarded contracts to provide health care, then those providers must ensure that their electronic health records are compatible so that files can be transferred between different systems.

The Contractor's EHR:

- Must integrate and exchange encounter data in XML format including documentation version control and electronic signature encryption.
- Must be able to exchange data with other systems as approved by OIT and/or required by OHS.
- Must integrate single sign on access for all users to physician and patient medical reference library such as Up-to-date.
- Must provide Hosted solutions with no server hardware onsite. The contractor is to provide complete disaster recovery services including fail over data centers.
- Should combine patient records including scanned documents and dynamic (keyed) data entry document types.
- Should provide the feature of Electronic signature workflows on all document types.
- There should be an option to electronically verify medications on demand with outside providers via RXHUB or similar data sources.
- Should have a device level security for individual PC's and Laptops to access the EHR.
- Must not utilize a Virtual Private Network (VPN).

In addition, the Contractor's electronic health record shall have the capability to record substance abuse information (assessments, etc.) for inmates.

The Department will make all final decisions regarding compliance requirements for the federal Health Care Reform Act and all other applicable state or federal requirements.

3.17 Health Records

All inmates must have a health record that is up-to-date at all times, and that complies with problem-oriented health record format, Department's policy and procedure, and ACA and/or NCCHC standards. The record must accompany the inmate at all health encounters and will be forwarded to the appropriate institution in the event the inmate is transferred. All procedures (including HIPAA and the HITECH Act) concerning confidentiality must be followed.

All health records both electronic and paper remain the property of the Department.

The Contractor's physician or designee will conduct a health file review for each inmate scheduled for transfer to other institution sites. A health/medical records summary sheet is to be forwarded to the receiving institution at the time of transfer.

Health Records, at a minimum, contain the following information:

3.34.1.4.2 Medication Administration Review (MAR)

Outcome: Medication Administration Review (MAR) is completed
Measure: Review the institutional Medication Administration Review (MAR) records
Critical Standard: Achievement of outcome must be ninety-five percent (95%).
Reference: TI 15.14.04 app A; TI 15.14.14 app B; Procedure 403.007; HSB 15.05.19; 64B16-28.501 F.A.C.; 64B16-28.502 F.A.C.; 64B16-28.702 F.A.C.

3.34.1.4.3 Medication Administration Review (MAR) Clinical

Outcome: Drug therapy indicated on Medication Administration Review (MAR) is appropriate as indicated or pursuant to an approved DER..
Measure: Review drug therapy indicated on the Medication Administration Review (MAR)
Critical Standard: Achievement of outcome must be ninety-five percent (95%)
Reference: Current editions of Drug Facts and Comparisons, Physicians' Desk Reference, or the package insert.

3.34.1.4.4 Pyschotropic Drugs

1. Outcome: Inmates prescribed four or more psychotropic drugs have an approved Drug Exception Request (DER) for "Four of more psychotropic drugs".
   Measure: Review Medication Administration Report (MAR) and medical records
   Critical Standard: Achievement of Outcome must be ninety-five percent (95%).
   Reference: HSB 15.14.03; HSB 15.05.19

2. Outcome: Inmates on two or more psychotropic drugs in the same class have an approved Drug Exception Request (DER) for "two or more psychotropic drugs in the same class".
   Measure: Review Medication Administration Report (MAR) and medical records
   Critical Standard: Achievement of Outcome must be ninety-five percent (95%)
   Reference: HSB 15.14.03; HSB 15.05.19

3.34.1.4.5 Pharmacy Inspections

1. Outcome: Compliant on monthly Consultant Pharmacist inspections
   Measure: Review monthly Consultant Pharmacist inspections
   Critical Standard: Achievement of Outcome must be ninety percent (90%)
   Reference: TI 15.14.04 app A; 64B16-28.501 F.A.C.; 64B16-28.502 F.A.C.; 64B16-28.702 F.A.C.; 465 F.S.

2. Outcome: Deficiencies in previous Consultant Pharmacist Monthly Inspection Report are corrected
   Measure: Review monthly Consultant Pharmacist inspections
   Critical Standard: Achievement of Outcome must be ~~one hundred~~ ninety percent (~~100%~~ 90%)

- desk review of records related to service delivery maintained at Department facilities serviced by the Contract (shall include any documents and databases pertaining to the contract and may be based on all documents and data or a sampling of same whether random or statistical);
- on-site review of records maintained at Contractor's business location, if applicable;
- interviews with Contractor and/or Department staff;
- review of grievances filed by inmates regarding Contractor's service delivery; and
- review of monitoring, audits, investigations, reviews, evaluations, or other actions by external agencies (e.g., American Correctional Association and/or National Commission on Correctional Health Care, Department of Health, etc.).

A Contract Monitoring tool will be developed and administered by the Department's Office of Health Services in accordance with the requirements in this contract. The monitoring tool will be utilized in review of Contractor's performance.

To further assist in the contract monitoring process, the Department has established a Contractor's Self-Certification of Compliance checklist, which will be incorporated as an attachment to the Contract Monitoring tool to be developed. The Self-Certification of Compliance will be retained in the Contract Manager's file and the official Contract file. The Contractor shall complete the Self-Certification of Compliance checklist within thirty (30) days of execution of this Contract and forward the original to the Contract Manager. All documents referenced in the Self-Certification of Compliance checklist shall be maintained by the Contractor and copies shall be provided to the Department upon request, within three (3) business days.

3.35.1 Monitoring Performance Outcomes, Measures, and Standards

Performance will be continuously monitored for contract compliance and measured against the requirements as contained in this Contract and all other applicable standards in accordance with Department policies. The Department's Office of Health Services will conduct quarterly site visits, and annual assessments of contract performance and compliance. For those Performance Outcomes that have monthly standards, monitoring shall be conducted quarterly, but will measure monthly performance. Performance shall be measured as specified beginning no sooner than the sixty-first (61st) day after services have been implemented.

If the Department determines the Contractor has failed a Performance Outcome and Standard, the Contractor will be sent a formal Contract communication in accordance with Section 3.24, Communications.

The Contractor will be provided with information-specific to any such non-compliance, in order to adequately investigate the issue. Contractor will be given thirty (30) days, a reasonable time frame to create and implement a corrective action plan.

The Contractor shall have an opportunity to respond to and request a review of the Department's Office of Health Services findings of non-compliance within ten (10) days of receipt of the written notice. The Assistant Secretary will make a final decision on the corrective action within fifteen (15) days of the review.

Corrective action shall be completed within the reasonable time frame given in the written notice or, if a review is requested, within thirty (30) days of final decision. Failure to cure an issue of non-compliance to the reasonable satisfaction of the Department will result in liquidated damages and / or cancellation of this contract.

~~Note: The Contractor shall correct all identified non-compliant service delivery issues related to the Contractor's failure to meet the Performance Outcomes and Standards identified in Section 3.34.1, Performance Outcomes, Measures, and Standards; however, this shall not negate the fact that a Performance Outcome and Standard has not been met and that liquidated damages will be imposed in accordance with Section 3.36, Liquidated Damages.~~

Notwithstanding the above, liquidated damages will be assessed as prescribed in Section 3.36, Liquidated Damages. The thirty (30) day cure period applies to the time for corrective action and not the assessment of liquidated damages.

During follow-up monitoring, any noted failure by the Contractor to correct deficiencies for Other Contract Requirement violations identified in the monitoring report within the time frame specified in the CAP shall result in application of liquidated damages as specified in Section 3.36.11, Liquidated Damages for Other Contract Requirements.

3.35.4 Repeated Instances

Repeated instances of failure to meet either the Performance Outcomes and Standards or Other Contract Requirements Outcomes and Standards or to correct deficiencies thereof may, in addition to imposition of liquidated damages, result in determination of Breach of Contract and/or termination of the Contract in accordance with Section 7.3, Termination.

3.36 Liquidated Damages

By executing any Contract that results from this RFP, the Contractor expressly agrees to the imposition of liquidated damages, in addition to all other remedies available to the Department by law.

The Department's Contract Manager will provide written notice to the Contractor's Representative of all liquidated damages assessed, accompanied by detail sufficient for justification of assessment. Within ten (10) days of receipt of a written notice of demand for damages due, the Contractor shall forward payment to the Contract Manager. Payment shall be for the appropriate amount, be made payable to the Department, and be in the form of a cashier's check or money order. As an alternative, the Contractor may issue a credit, for the amount of the liquidated damages due, on the next monthly invoice following imposition of damages; documentation of the amount of damages imposed shall be included with the invoice.

3.36.1 Accreditation

Liquidated damages will be assessed for the failure to maintain compliance with mandatory health standards or lack of sufficient compliance with non-mandatory health standards which result in the failure any of the institutions within the Department to be reaccredited (Section 3.34.1.5.1), provided any such failure is the sole result of Contractor's actions or omission. Contractor agrees to pay liquidated damages in the amount of $50,000 per institution. In addition, the Contractor shall be responsible for any fee associated with a re-audit by ACA and/or NCCHC, provided such re-audit is the sole result of Contractor's actions or inactions.

If Contractor becomes aware of actions or omissions by the Department or a third party that interferes with Contractor meeting or maintaining ACA and/or NCCHC health standards, Contractor must immediately notify the Department and the third party in writing, as appropriate.

3.36.2 Staffing

3.36.2.1 Positions Not Staffed per Staffing Plan

In the event that on any day and/or shift, one or more healthcare staff positions are not staffed as agreed upon in the contract by a person or persons possessing qualifications at least as high as those required by that position(s), a ~~$1,000~~ deduction equal to the salary and benefits of the vacant staff per vacancy shall be made from the monthly contractual payment to the Contractor. Cross-coverage (one individual assigned to two positions simultaneously) will not be considered coverage under the contract. However, the Department will allow the Contractor to utilize contracted staffing options to staff positions full-time. In addition, the Contractor may utilize temporary ~~part-time~~ employees to fill vacancies for a period not to exceed ~~one~~ two weeks, without penalty.

3.36.2.2 90% of Required Staffing within 30 Days

A transition penalty of $5,000 per week per institution shall be assessed against the Contractor for failing to have at least 90% of the required staffing hours on site as of 30 days after the transition implementation effective date of the contract. However, the Department will allow the contractor to utilize contracted staffing options to staff positions full-time. In addition, the contractor may utilize part-time employees to fill vacancies for a period not

to exceed ~~one~~ two weeks, without penalty. The transition penalty will apply, even if the aggregate staffing exceeds 90% of the required staffing hours, if the facility does not have a designated health service administrator, designated primary care physician, or designated senior registered nurse supervisor.

3.36.2.3 Staffing Levels Deficiencies

In the event staffing levels fall below five percent (5%) of staffing plan as required in Section 3.34.1.5.9, liquidated damages in the amount of one thousand dollars ($1,000) per day, per institution shall be imposed until such time as the deficiency is corrected. However, the Department will allow the contractor to utilize contracted staffing options to staff positions full-time. In addition, the Contractor may utilize temporary ~~part-time~~ employees to fill vacancies for a period not to exceed ~~one~~ two weeks, without penalty.

3.36.3 Medical Services

3.36.3.1 Access to Care

For failure to maintain compliance with Section 3.34.1.1.1, liquidated damages in the amount of two hundred fifty dollars ($250) times the number of inmates who did not have access to care will be assessed for each institution for each calendar quarter of non-compliance.

3.36.3.2 Reception

For failure to maintain compliance with Section 3.34.1.1.3.1, liquidated damages in the amount of two hundred fifty dollars ($250) times the number of inmates for whom screening were not completed will be assessed for each institution for each calendar quarter of non-compliance.

3.36.3.3 Health Appraisals

For failure to maintain compliance with Section 3.34.1.1.3.2, liquidated damages in the amount of two hundred fifty dollars ($250) times the number of inmates for whom health appraisals were not completed within fourteen (14) days of arrival will be assessed for each institution for each calendar quarter of non-compliance.

3.36.3.4 Pre-release Planning

For failure to maintain compliance with Section 3.34.1.1.4, liquidated damages in the amount of two hundred fifty dollars ($250) times the number of inmates whom HIV Testing was not performed will be assessed for each institution for each calendar quarter of non-compliance.

3.36.3.5 Specialized Medical Care

For failure to maintain compliance with Section 3.34.1.1.6, liquidated damages will be assessed for the individual measures outlined below at each institution as follows:

1. Inmates who need specialized care that cannot be provided by the contractor will receive a specialty consultation appointment as clinically indicated - liquidated damages in the amount of two hundred fifty dollars ($250) times the number of inmates who were not referred for specialty care when needed will be assessed for each institution for each calendar quarter of non-compliance.
2. Follow up care after Specialty Consultation - liquidated damages in the amount of two hundred fifty dollars ($250) times the number of inmates who were not referred for specialty care when needed will be assessed for each institution for each calendar quarter of non-compliance.

3.36.3.6 Chronic Illness Clinics

For failure to maintain compliance with Section 3.34.1.1.10.2, liquidated damages in the amount of two hundred fifty dollars ($250) times the number of inmates who were not seen by a clinician for chronic illness care according to HSB 15.03.05 will be assessed for each institution for each calendar quarter of non-compliance.

3.36.3.7 Lab Testing and Results

For failure to maintain compliance with Section 3.34.1.1.11.3, liquidated damages in the amount of two hundred fifty dollars ($250) times the number of patients for whom the clinician failed to order and implement a plan of care for abnormal diagnostics labs results will be assessed.

3.36.3.8 OB/GYN Care

For failure to maintain compliance with Section 3.34.1.1.12, liquidated damages will be assessed for the individual measures outlined below at each institution as follows:

1. Routine screening mammograms are performed in accordance with policy - liquidated damages in the amount of ~~five~~ two hundred and fifty dollars (~~$500~~ $250) times the number of inmates who did not receive a mammogram as outlined in HSB 15.03.24 will be assessed for each institution for each calendar quarter of non-compliance.

2. Mammography shall be performed on all inmates with suspicious breast masses or lumps - liquidated damages in the amount of five hundred dollars ($500) times the number of inmates who did not receive a mammogram as outlined in HSB 15.03.24 will be assessed for each institution for each calendar quarter of non-compliance.

3.36.3.9 Sick Call Request Process

1. For failure to maintain compliance with Section 3.34.1.1.13.2.a, liquidated damages in the amount of two hundred fifty dollars ($250) times the number of inmates who were not able to access Sick Call in Confinement will be assessed for each institution for each calendar quarter of non-compliance.

2. For failure to maintain compliance with Section 3.34.1.1.13.2.b, liquidated damages in the amount of two hundred fifty dollars ($250) times the number of sick call requests not triaged within twenty four (24) hours time frame will be assessed for each institution for each calendar quarter of non-compliance.

3.36.3.10 Infirmary Services

1. For failure to maintain compliance with Section 3.34.1.1.20.2, liquidated damages in the amount of two hundred fifty dollars ($250) will be assessed for every twenty four (24) hour period there was not an on-call physician at each institution for each calendar quarter of non-compliance.

2. For failure to maintain compliance with Section 3.34.1.1.20.3, liquidated damages in the amount of two hundred fifty dollars ($250) will be assessed for each day a physician did not perform infirmary rounds at each institution for each calendar quarter of non-compliance.

3. For failure to maintain compliance with Section 3.34.1.1.20.7, liquidated damages in the amount of two hundred fifty dollars ($250) times the number inmates who did not

3.36.4 Mental Health Services

3.36.4.1 Informed Consent

For failure to maintain compliance with Section 3.34.1.2.1, liquidated damages in the amount of ~~$10,000~~ $2,500 for each institution will be assessed for each calendar quarter of non-compliance.

3.36.4.2 Inpatient Referrals

For failure to maintain compliance with Section 3.34.1.2. 2, liquidated damages in the amount of ~~$10,000~~ $1,000 for each institution will be assessed for each calendar quarter of non-compliance.

3.36.4.3 Discharge from Inpatient/Infirmary

For failure to maintain compliance with Section 3.34.1.2.3, liquidated damages in the amount of ~~$10,000~~ $5,000 for each institution will be assessed for each calendar quarter of non-compliance.

3.36.4.4 Isolation Management Rooms and Observation Cells

For failure to maintain compliance with Section 3.34.1.2.4, liquidated damages in the amount of ~~$10,000~~ $1,000 for each institution will be assessed for each calendar quarter of non-compliance.

3.36.4.5 Access to Care (Mental Health)

For failure to maintain compliance with Section 3.34.1.2.5, liquidated damages will be assessed for the individual measures outlined below at each institution as follows:

1. Mental Health Assessment - For failure to maintain compliance with Section 3.34.1.2.5.1, liquidated damages in the amount of ~~$10,000~~ $5,000 for each institution will be assessed for each calendar quarter of non-compliance.

2. Orientation - For failure to maintain compliance with Section 3.34.1.2.5.2, liquidated damages in the amount of ~~$5,000~~ $1,000 for each institution will be assessed for each calendar quarter of non-compliance.

3. Inmate Requests - For failure to maintain compliance with Section 3.34.1.2.5.3, liquidated damages in the amount of $5,000 for each institution will be assessed for each calendar quarter of non-compliance.

4. Inmate-Declared Emergencies/Emergent Staff referrals - For failure to maintain compliance with Section 3.34.1.2.5.4, liquidated damages in the amount of ~~$10,000~~ $7,500 for each institution will be assessed for each calendar quarter of non-compliance.

3.36.4.6 Reception Center Services

For failure to maintain compliance with Section 3.34.1.2.6, liquidated damages will be assessed for the individual measures outlined below at each institution as follows:

1. Continuity of Care – Psychotropic Medications - For failure to maintain compliance with Section 3.34.1.2.6.1, liquidated damages in the amount of ~~$10,000~~ $5,000 for each institution will be assessed for each calendar quarter of non-compliance.

2. Psychiatry Referral – Past History - For failure to maintain compliance with Section 3.34.1.2.6.2, liquidated damages in the amount of ~~$10,000~~ $5,000 for each institution will be assessed for each calendar quarter of non-compliance.

3. Intake Screening – Psychological Testing - For failure to maintain compliance with Section 3.34.1.2.6.3, liquidated damages in the amount of ~~$1,000~~ $500 for each institution will be assessed for each calendar quarter of non-compliance.

4. Suicide Profile - For failure to maintain compliance with Section 3.34.1.2.6.4, liquidated damages in the amount of ~~$10,000~~ $5,000 for each institution will be assessed for each calendar quarter of non-compliance.

5. Mental Retardation Classification - For failure to maintain compliance with Section 3.34.1.2.6.5, liquidated damages in the amount of ~~$1,000~~ $500 for each institution will be assessed for each calendar quarter of non-compliance.

6. Prior Records - For failure to maintain compliance with Section 3.34.1.2.6.6, liquidated damages in the amount of ~~$1,000~~ $500 for each institution will be assessed for each calendar quarter of non-compliance.

3.36.4.7 Treatment Plan

For failure to maintain compliance with Section 3.34.1.2.7, liquidated damages will be assessed for the individual measures outlined below at each institution as follows:

1. Outpatient Individualized Service Plan- For failure to maintain compliance with Section 3.34.1.2.7.1, liquidated damages in the amount of ~~$1,000~~ $500 for each institution will be assessed for each calendar quarter of non-compliance.

2. Inpatient Individualized Service Plan- For failure to maintain compliance with Section 3.34.1.2.7.2, liquidated damages in the amount of ~~$1,000~~ $500 for each institution will be assessed for each calendar quarter of non-compliance.

3.36.4.8 Outpatient Mental Health Services

For failure to maintain compliance with Section 3.33.1.2.8, liquidated damages will be assessed for the individual measures outlined below at each institution as follows:

1. Case Manager Assignment - For failure to maintain compliance with Section 3.34.1.2.8.1, liquidated damages in the amount of ~~$5,000~~ $1,000 for each institution will be assessed for each calendar quarter of non-compliance.

2. Case Management - For failure to maintain compliance with Section 3.34.1.2.8.2, liquidated damages in the amount of ~~$1,000~~ $500 for each institution will be assessed for each calendar quarter of non-compliance.

3. Level of Care - For failure to maintain compliance with Section 3.34.1.2.8.3, liquidated damages in the amount of ~~$5,000~~ $2,500 for each institution will be assessed for each calendar quarter of non-compliance.

3.36.4.9 Suicide and Self-Injury Prevention

For failure to maintain compliance with Section 3.34.1.2.9, liquidated damages will be assessed for the individual measures outlined below at each institution as follows:

1. Suicide Prevention - For failure to maintain compliance with Section 3.34.1.2.9.1, liquidated damages in the amount of ~~$10,000~~ $5,000 for each institution will be assessed for each calendar quarter of non-compliance.

~~2. Suicide and Self-Injury Prevention Training - For failure to maintain compliance with Section 3.34.1.2.9.2, liquidated damages in the amount of $10,000 for each institution will be assessed for each calendar quarter of non-compliance.~~

3. Self-Harm Observation Status Initial Orders - For failure to maintain compliance with Section 3.34.1.2.9.3, liquidated damages in the amount of ~~$10,000~~ $5,000 for each institution will be assessed for each calendar quarter of non-compliance.

4. SHOS/IMR Observations - For failure to maintain compliance with Section 3.34.1.2.9.4, liquidated damages in the amount of ~~$10,000~~ $5,000 for each institution will be assessed for each calendar quarter of non-compliance.

5. Property Restrictions - For failure to maintain compliance with Section 3.34.1.2.9.5, liquidated damages in the amount of ~~$10,000~~ $5,000 for each institution will be assessed for each calendar quarter of non-compliance.

~~6. Self-Harm Observations Status Observation Frequency - For failure to maintain compliance with Section 3.34.1.2.9.6, liquidated damages in the amount of $10,000 for each institution will be assessed for each calendar quarter of non-compliance.~~

7. Daily Counseling - For failure to maintain compliance with Section 3.34.1.2.9.7, liquidated damages in the amount of ~~$5,000~~ $1,000 for each institution will be assessed for each calendar quarter of non-compliance.

8. Infirmary Mental Health Care – Continued Stay - For failure to maintain compliance with Section 3.34.1.2.9.8, liquidated damages in the amount of ~~$10,000~~ $7,500 for each institution will be assessed for each calendar quarter of non-compliance.

9. Post-Discharge Continuity of Care - For failure to maintain compliance with Section 3.34.1.2.9.9, liquidated damages in the amount of $5,000 for each institution will be assessed for each calendar quarter of non-compliance.

3.36.4.10 Inpatient Mental Health Services

For failure to maintain compliance with Section 3.34.1.2.10, liquidated damages will be assessed for the individual measures outlined below at each institution as follows:

1. Case Manager Assignment - For failure to maintain compliance with Section 3.34.1.2.10.1, liquidated damages in the amount of ~~$10,000~~ $1,000 for each institution will be assessed for each calendar quarter of non-compliance.

2. Psychiatric Evaluation at Intake - For failure to maintain compliance with Section 3.34.1.2.10.2, liquidated damages in the amount of ~~$10,000~~ $5,000 for each institution will be assessed for each calendar quarter of non-compliance.

3. Risk Assessment - For failure to maintain compliance with Section 3.34.1.2.10.3, liquidated damages in the amount of ~~$10,000~~ $2,500 for each institution will be assessed for each calendar quarter of non-compliance.

4. Planned Scheduled Services - For failure to maintain compliance with Section 3.34.1.2.10.4, liquidated damages in the amount of $~~$10,000~~ $2,500 for each institution will be assessed for each calendar quarter of non-compliance.

5. Assessments - For failure to maintain compliance with Section 3.34.1.2.10.5, liquidated damages in the amount of $1,000 for each institution will be assessed for each calendar quarter of non-compliance.

3.36.4.11 Psychiatric Restraints

For failure to maintain compliance with Section 3.34.1.2.11, liquidated damages will be assessed for the individual measures outlined below at each institution as follows:

1. Physician Orders – Clinical Rationale - For failure to maintain compliance with Section 3.34.1.2.11.1, liquidated damages in the amount of ~~$10,000~~ $7,500 for each institution will be assessed for each calendar quarter of non-compliance.

2. Physician Orders – Duration - For failure to maintain compliance with Section 3.34.1.2.11.2, liquidated damages in the amount of ~~$10,000~~ $7,500 for each institution will be assessed for each calendar quarter of non-compliance.

3. Physician Orders – Less Restrictive Measures Considered - For failure to maintain compliance with Section 3.34.1.2.11.3, liquidated damages in the amount of ~~$10,000~~ $7,500 for each institution will be assessed for each calendar quarter of non-compliance.

4. Psychiatric Restraints – Nursing Observations and assessments - For failure to maintain compliance with Section 3.34.1.2.11.4, liquidated damages in the amount of ~~$10,000~~ $7,500 for each institution will be assessed for each calendar quarter of non-compliance.

5. Physician Orders – Release Criteria - For failure to maintain compliance with Section 3.34.1.2.11.5, liquidated damages in the amount of ~~$10,000~~ $7,500 for each institution will be assessed for each calendar quarter of non-compliance.

3.36.4.12 Psychotropic Medication Management

For failure to maintain compliance with Section 3.34.1.2.12, liquidated damages will be assessed for the individual measures outlined below at each institution as follows:

1. Psychiatric Evaluation Prior to Initial Prescription - For failure to maintain compliance with Section 3.34.1.2.12.1, liquidated damages in the amount of ~~$10,000~~ $7,500 for each institution will be assessed for each calendar quarter of non-compliance.

2. Informed Consent - For failure to maintain compliance with Section 3.34.1.2.12.2, liquidated damages in the amount of ~~$10,000~~ $5,000 for each institution will be assessed for each calendar quarter of non-compliance.

3. Required Labs – Initial – For failure to maintain compliance with Section 3.34.1.2.12.3, liquidated damages in the amount of ~~$10,000~~ $5,000 for each institution will be assessed for each calendar quarter of non-compliance.

4. Required labs – Follow-Up - For failure to maintain compliance with Section 3.34.1.2.12.4, liquidated damages in the amount of ~~$10,000~~ $5,000 for each institution will be assessed for each calendar quarter of non-compliance.

5. Initial Psychiatric Follow-Up - For failure to maintain compliance with Section 3.34.1.2.12.5, liquidated damages in the amount of ~~$10,000~~ $5,000 for each institution will be assessed for each calendar quarter of non-compliance.

6. Rationale for Medication Adjustments - For failure to maintain compliance with Section 3.34.1.2.12.6, liquidated damages in the amount of ~~$10,000~~ $2,500 for each institution will be assessed for each calendar quarter of non-compliance.

7. AIMS testing – Antipsychotic Medications - For failure to maintain compliance with Section 3.34.1.2.12.7, liquidated damages in the amount of ~~$5,000~~ $1,000 for each institution will be assessed for each calendar quarter of non-compliance.

3.36.4.13 Use of Force

For failure to maintain compliance with Section 3.34.1.2.13, liquidated damages in the amount of $5,000 for each institution will be assessed for each calendar quarter of non-compliance.

3.36.4.14 Confinement/Special Housing Services

For failure to maintain compliance with Section 3.34.1.2.14, liquidated damages will be assessed for the individual measures outlined below at each institution as follows:

1. Confinement Evaluations (S3) - For failure to maintain compliance with Section 3.34.1.2.14.1, liquidated damages in the amount of ~~$5,000~~ $2,500 for each institution will be assessed for each calendar quarter of non-compliance.

2. Confinement Evaluations (S1/S2) - For failure to maintain compliance with Section 3.34.1.2.14.2, liquidated damages in the amount of ~~$5,000~~ $2,500 for each institution will be assessed for each calendar quarter of non-compliance.

3. Confinement Rounds - For failure to maintain compliance with Section 3.34.1.2.14.3, liquidated damages in the amount of $5,000 for each institution will be assessed for each calendar quarter of non-compliance.

4. Behavioral Risk Assessments (BRA) - For failure to maintain compliance with Section 3.34.1.2.14.4, liquidated damages in the amount of $1,000 for each institution will be assessed for each calendar quarter of non-compliance.

5. Close Management Out of cell Activities - For failure to maintain compliance with Section 3.34.1.2.14.5, liquidated damages in the amount of $1,000 for each institution will be assessed for each calendar quarter of non-compliance

3.36.4.15 Sex Offender Screening and Treatment

For failure to maintain compliance with Section 3.34.1.2.15, liquidated damages in the amount of $1,000 for each institution will be assessed for each calendar quarter of non-compliance.

3.36.4.16 Re-Entry Services

For failure to maintain compliance with Section 3.34.1.2.16, liquidated damages will be assessed for the individual measures outlined below at each institution as follows:

1. Initiation of Re-Entry Services - For failure to maintain compliance with Section 3.34.1.2.16.1, liquidated damages in the amount of ~~$10,000~~ $5,000 for each institution will be assessed for each calendar quarter of non-compliance.

2. Continuity of Care - For failure to maintain compliance with Section 3.34.1.2.16.2, liquidated damages in the amount of ~~$10,000~~ $5,000 for each institution will be assessed for each calendar quarter of non-compliance.

3.36.5 Dental Services

3.36.5.1 Wait Times

For failure to maintain compliance with Section 3.34.1.3.2, liquidated damages will be assessed for the individual measures outlined below at each institution as follows:

1. Initial Waiting Times for Routine Comprehensive Dental Care (Section 3.34.1.3.2.1) - Liquidated damages in the amount of ~~$5,000~~ two hundred and fifty dollars ($250) times the number of inmates for whom the initial wait after request for routine comprehensive dental care exceeds six (6) months will be assessed for each institution for each calendar quarter of non-compliance.

2. Wait time for Dental Appointments Between the First Appointment and Follow-Up Appointment (Section 3.34.1.3.2.2) - Liquidated damages in the amount of ~~$5,000~~ two hundred and fifty dollars ($250) times the number of inmates for whom the wait time for dental appointments between the first appointment and the follow-up appointment exceeds three (3) months will be assessed for each institution for each calendar quarter of non-compliance.

3.36.5.2 Complete Dentures

For failure to maintain compliance with Section 3.34.1.3.9, liquidated damages in the amount of ~~$5,000~~ $2,500 will be assessed for each institution for each calendar quarter of non-compliance.

3.36.5.3 Removable Partial Dentures

For failure to maintain compliance with Section 3.34.1.3.10, liquidated damages in the amount of ~~$5,000~~ $2,500 will be assessed for each institution for each calendar quarter of non-compliance.

3.36.5.4 Oral Pathology Consults/Referrals

For failure to maintain compliance with Section 3.34.1.3.12, liquidated damages in the amount of ~~$10,000~~ $5,000will be assessed for each institution for each calendar quarter of non-compliance.

3.36.5.5 Trauma/Cancer

For failure to maintain compliance with Section 3.34.1.3.15, liquidated damages in the amount of ~~$10,000~~ $5,000 will be assessed for each institution for each calendar quarter of non-compliance.

3.36.6 Medication Management/Pharmacy Services

3.36.6.1 Pharmacy Inspections

For failure to maintain compliance with Section 3.34.1.4.5, liquidated damages will be assessed for the individual measures outlined below at each institution as follows:

1. Compliant on Monthly Consultant Pharmacist inspections (Section 3.34.1.4.5.1) - Liquidated damages in the amount of ~~$5,000~~ $1,000 will be assessed for each institution for each calendar quarter of non-compliance.

2. Deficiencies in previous Consultant Pharmacist Monthly Inspection Reports are corrected (Section 3.34.1.4.5.2) - Liquidated damages in the amount of ~~$5,000~~ $1,000 will be assessed for each institution for each calendar quarter of non-compliance.

3. Successful completion on yearly State of Florida Board of Pharmacy Inspection (Section 3.34.1.4.5.3) - Liquidated damages in the amount of ~~$5,000~~ $1,000 will be assessed for each institution for each calendar quarter of non-compliance.

3.36.6.2 Dispensing Requirements

For failure to maintain compliance with Section 3.34.1.4.7, liquidated damages will be assessed for the individual measures outlined below at each institution as follows:

1. New regular prescription orders (Section 3.34.1.4.7.1) – Liquidated damages in the amount of $1,000 will be assessed for each institution for each calendar quarter of non-compliance.

2. Refill prescription orders (Section 3.34.1.4.7.2) - Liquidated damages in the amount of $1,000 will be assessed for each institution for each calendar quarter of non-compliance.

3. New non-formulary prescriptions (Section 3.34.1.4.7.3) - Liquidated damages in the amount of $1,000 will be assessed for each institution for each calendar quarter of non-compliance.

4. Drug Exception Request (DER) for non-formulary drugs (Section 3.34.1.4.7.4) - Liquidated damages in the amount of $1,000 will be assessed for each institution for each calendar quarter of non-compliance.

5. Stat Orders (Section 3.34.1.4.7.5) - Liquidated damages in the amount of $1,000 will be assessed for each institution for each calendar quarter of non-compliance.

6. Adherence to state and federal statutes, administration rules, and regulations (Section 3.34.1.4.7.6) - Liquidated damages in the amount of $1,000 will be assessed for each institution for each calendar quarter of non-compliance.

3.36.6.3 Licenses and Drug Pedigree

For failure to maintain compliance with Section 3.34.1.4.8, will be assessed for the individual measures outlined below at each institution as follows:

1. Possession of Pharmacy Licenses (Section 3.34.1.4.8.1) - Liquidated damages in the amount of $1,000 will be assessed for each institution for each calendar quarter of non-compliance.

2. Drug Pedigree (Section 3.34.1.4.8.2) - Liquidated damages in the amount of $1,000 will be assessed for each institution for each calendar quarter of non-compliance.

3.36.7 Corrective Action Plans

3.36.7.1 Timely Submission of Corrective Action Plans

In the event that the Contractor receives a Monitoring Report requiring a Corrective Action Plan (CAP) to be submitted and fails to submit a CAP responding to each specified written deficiency within the time frames specified in Section 3.34.1.5.3, liquidated damages in the amount of ~~one thousand~~ five hundred dollars (~~$1,000.00~~ $500) per day for each day the CAP is untimely submitted will be imposed.

3.36.7.2 Timely Corrections of Deficiencies per Timeframes Established in the Corrective Action Plan (CAP)

In the event the Contractor fails to correct deficiencies noted in the Department's monitoring report within the timeframes indicated in the CAP (Section 3.34.1.5.4), liquidated damages in the amount of one thousand dollars ($1,000.00) per day, per deficiency where deficiencies have not been timely corrected shall be imposed until such time as all noted deficiencies are corrected.

3.36.8 Timely Submission of Required Reports

In the event the Contractor fails to timely submit required reports as outlined in Section 3.32, Reporting Requirements (Section 3.34.1.5.5), liquidated damages in the amount of ~~one thousand~~ two hundred and fifty dollars (~~$1,000~~ $250) shall be imposed for each report submitted more than ten (10) business days after the due date.

3.36.9 IT Related Deficiencies

3.36.9.1 Data Exchanges

In the event the Contractor fails to provide data transfers as required (Section 3.34.1.5.12.1), liquidated damages in the amount of ~~$5,000~~ $2,500 per day shall be imposed until such time as all deficiencies are corrected.

3.36.9.2 Repeated Outages

In the event the Contractor fails to prevent unplanned outages from repeating, for the same reason, within the same day (Section 3.34.1.5.12.2), liquidated damages in the amount of ~~$5,000~~ $1,000 per day shall be imposed until such time as all deficiencies are corrected.

3.36.9.3 Recovery Time

In the event the Contractor fails to repair and/or restart services after an unplanned outage within one hour after being reported as unavailable (Section 3.34.1.5.12.3), liquidated damages in the amount of one ~~$5,000~~ $2,500 per day shall be imposed until such time as all deficiencies are corrected.

3.36.9.4 Minimum Acceptable Monthly Service Availability

In the event the Contractor fails to return services to operation within performance target timeframes (Section 3.34.1.5.12.4), liquidated damages in the amount of one ~~$5,000~~ $1,000 per day shall be imposed until such time as all deficiencies are corrected.

3.36.10 Liquidated Damages for Other Contract Requirements

For failure to meet Other Contract Requirements Outcomes and Standards, set forth in Section 3.34.2, Other Contract Requirements, liquidated damages will be imposed in the amount of ~~five~~ one thousand dollars (~~$5,000.00~~ $1,000) per day, per deficiency until such time as all noted deficiencies are corrected.

The Proposer shall provide, for the individuals identified for the positions identified in Section 5.4.1, a minimum of two (2) and a maximum of four (4) references utilizing the form provided as ATTACHMENT 3 of this RFP. Reference(s) shall be completed and signed by the individual offering the reference, and certified by a notary public. Reference(s) shall demonstrate, at a minimum, the required timeframe of work experience and shall include statements supporting the ability of the individual to perform on the Contract resulting from this RFP. Employees, or former employees, of the Department may not be used and will not be accepted as references. Further, references will not be accepted from persons currently or formerly supervised by the person for whom the reference is being submitted or related to that person in any way. References shall be from objective sources. The Department reserves the right to contact references not listed in the Contractor's proposal.

5.5 Tab 5 – Financial Documentation

5.5.1 Proposer shall provide financial documentation that is sufficient to demonstrate its financial viability to perform as required under the Contract that results from this RFP. Three of the following five minimum acceptable standards shall be met, one of which must be either item 4, or item 5, immediately below. Unless otherwise stated, the Proposer shall supply the following information, in TAB 5 of its Proposal, for the legally qualified corporation, partnership or other business entity submitting the Proposal under this RFP that will be performing as the Contractor.

1. Current ratio: ~~greater than or equal to~~ ≥ .9:1 (.9)
   Computation: Total current assets ÷ total current liabilities

2. Debt to tangible net worth: ~~less than or equal to~~ ≤ 5:1
   Computation: Total liabilities ÷ (net worth minus intangible assets)

3. Dun & Bradstreet Supplier Evaluation Risk (SER Score) Rating: ~~less than or equal to~~ ≤ 5 (on a scale of 1-9). If the proposer, in its own assessment of these financial viability requirements, needs this element to meet 3 of the 5 standards, the proposer must request a Supplier Qualifier Report (SQR) from Dun & Bradstreet (D&B) and provide a copy of the SQR to the Department with the original proposal package. Otherwise, it is not required to submit the SQR, unless the proposer is uncertain of the Department's evaluation of all of these requirements. Instructions to obtain the SQR are included in ATTACHMENT 9.

4. Minimum existing annual sales or revenue as reported in the calendar or fiscal year ended in 2010~~:~~ ~~greater than or equal to $170 million~~. Either Option A or B below:

Option A	OR	Option B*
$ 130 Million		$ 90 Million*

*With the additional requirement, that in the three, most recent calendar or fiscal years, the proposer has reported positive net income in two of the last three years, as evidenced by audited or reviewed financial statements. A proposer intending to apply this option is required to submit audited or reviewed financial statements for the three most recent calendar or fiscal years.

5. Total equity requirements; either Option A or B: ~~as reported in the calendar or fiscal year ended in 2010: greater than or equal to $17 million~~

   Option A: Total equity ≥ $13 Million.

   Option B: Total equity ≥ $ 9 Million.*

7.26 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 the Contract resulting from this RFP, which includes and incorporates ATTACHMENT 8, Business Associate Agreement, as part of this Contract.

In addition to complying with HIPAA requirements, the Contractor shall not disclose any information concerning inmates, specifically concerning inmate transfers/referrals, to parties outside the Department.

7.27 Reservation of Rights

The Department reserves the exclusive right to make certain determinations regarding the service requirements outlined in the 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 the Contract resulting from this RFP 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.

7.28 Cooperative Purchasing

Pursuant to their own governing laws, and subject to the agreement of the Contractor, other entities may be permitted to make purchases in accordance with the terms and conditions contained herein. The Department shall not be a party to any transaction between the Contractor and any other purchaser.

Other state agencies wishing to make purchases from this agreement are required to follow the provisions of Section 287.042(16)(a), F.S. This statute requires the 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.

7.29 Performance Guarantee

The Contractor shall furnish the Department with a Performance Guarantee in the amount of seven million dollars ($7,000,000.00) that shall be in effect yearly for a time frame equal to the term of the Contract.

The form of the guarantee shall be a bond, cashier's check, or money order made payable to the Department. The guarantee shall be furnished to the Contract Manager within thirty (30) days after execution of the Contract which may result from this RFP. No payments shall be made to the Contractor until the guarantee is in place and approved by the Department in writing. Upon renewal of the Contract, the Contractor shall provide proof that the performance guarantee has been renewed for the term of the Contract renewal. The performance bond shall specifically state that it will pay for any liquidated damages assessed under the Contract.

Based upon Contractor performance after the initial year of the Contract, the Department may, at the Department's sole discretion, reduce the amount of the bond for any single year of the Contract or for the remaining contract period, including the renewal.

7.30 Scrutinized Companies List

Pursuant to Chapter 287.135, F.S., an entity or affiliate who has been placed on either the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List is ineligible for and may not bid on, submit a proposal for, or enter into or renew a contract with an agency or local governmental entity for goods or services of $1 million or more.

In executing this contract and any subsequent renewals, the Contractor certifies that it is not listed on either the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, created pursuant to section 215.473, Florida Statutes. Pursuant to section 287.135(5), F.S., the Contractor agrees the Department may immediately terminate this contract for cause if the Contractor is found to have submitted a false certification or if Contractor is placed on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List during the term of the contract. Additionally, the submission of a false certification may subject company to civil penalties, attorney's fees, and/or costs.

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HEALTH SERVICES SCHEDULE OF ALLOTMENT BALANCES 2009-10

Sum of YTD_Expenditure

REGION	DESCRIPTION	Total
REGION I	STANDARD SALARIES	24,689,108.59
	STATE HEALTH PLAN	4,428,038.73
	STANDARD RETIREMENT	3,744,081.37
	STANDARD SOCIAL SECURITY	1,804,006.66
	OVERTIME/ON CALL SALARIES	873,147.47
	LEAVE PAY SALARIES	207,085.27
	OVERTIME RETIREMENT	122,019.71
	OVERTIME SOCIAL SECURITY	66,710.34
	PRETAX ASSESSMENT	61,838.07
	STATE LIFE - EMPLOYER	49,744.80
	TERMINATION RETIREMENT	17,096.67
	TERMINATION SOCIAL SECURITY	15,841.99
	DISABILITY - EMPLOYER	1,543.76
	OPTIONAL RETIREMENT PLAN	542.63
	REFUNDS	(247.92)
1 Total		**$ 36,080,558.14**
REGION II	STANDARD SALARIES	32,879,305.30
	STATE HEALTH PLAN	5,881,421.25
	STANDARD RETIREMENT	4,882,312.46
	STANDARD SOCIAL SECURITY	2,368,887.02
	OVERTIME/ON CALL SALARIES	1,106,080.33
	LEAVE PAY SALARIES	297,991.74
	OVERTIME RETIREMENT	144,173.95
	OVERTIME SOCIAL SECURITY	84,615.19
	PRETAX ASSESSMENT	82,854.94
	STATE LIFE - EMPLOYER	70,480.52
	TERMINATION RETIREMENT	19,800.68
	TERMINATION SOCIAL SECURITY	19,582.92
	OPTIONAL RETIREMENT PLAN	3,427.57
	DISABILITY - EMPLOYER	2,643.80
	REFUNDS	(737.34)
2 Total		**$ 47,842,840.33**
REGION III	STANDARD SALARIES	23,923,439.24
	STATE HEALTH PLAN	4,129,410.21
	STANDARD RETIREMENT	3,477,899.56
	STANDARD SOCIAL SECURITY	1,731,776.15
	OVERTIME/ON CALL SALARIES	913,859.47
	LEAVE PAY SALARIES	341,100.63
	OVERTIME RETIREMENT	121,437.88
	OVERTIME SOCIAL SECURITY	69,910.84
	PRETAX ASSESSMENT	64,240.49
	STATE LIFE - EMPLOYER	48,189.71
	TERMINATION RETIREMENT	26,068.93
	TERMINATION SOCIAL SECURITY	22,722.58
	OPTIONAL RETIREMENT PLAN	4,496.79
	DISABILITY - EMPLOYER	2,258.69
	REFUNDS	(500.00)
3 Total		**$ 34,876,311.17**

REGION IV	STANDARD SALARIES	18,341,445.55
	STATE HEALTH PLAN	3,131,549.25
	STANDARD RETIREMENT	2,676,634.04
	STANDARD SOCIAL SECURITY	1,345,443.02
	OVERTIME/ON CALL SALARIES	572,324.36
	OVERTIME RETIREMENT	82,502.73
	OVERTIME SOCIAL SECURITY	43,782.31
	PRETAX ASSESSMENT	39,509.63
	STATE LIFE - EMPLOYER	30,099.70
	LEAVE PAY SALARIES	27,872.03
	TERMINATION SOCIAL SECURITY	2,132.22
	DISABILITY - EMPLOYER	1,458.28
	TERMINATION RETIREMENT	1,223.49
	OPTIONAL RETIREMENT PLAN	(1.85)
	REFUNDS	(200.03)
4 Total		**$ 26,295,774.73**
CENTRAL OFFICE	STANDARD SALARIES	4,271,986.56
	STATE HEALTH PLAN	389,646.84
	STANDARD RETIREMENT	317,759.32
	STANDARD SOCIAL SECURITY	214,341.72
	LEAVE PAY SALARIES	22,232.36
	OPTIONAL RETIREMENT PLAN	13,050.68
	STATE LIFE - EMPLOYER	8,490.40
	PRETAX ASSESSMENT	5,301.04
	OVERTIME/ON CALL SALARIES	4,315.99
	TERMINATION SOCIAL SECURITY	1,666.34
	TERMINATION RETIREMENT	1,340.64
	OVERTIME RETIREMENT	852.41
	DISABILITY - EMPLOYER	598.43
	OVERTIME SOCIAL SECURITY	330.17
CO Total		**$ 5,251,912.90**
Grand Total - ALL FUNDS		**$ 150,347,397.27**

HS Filled Vacant Positions FY 09-10

Month	Filled	Vacant	Total
Jul	1,780	277	2,057
Aug	1,998	262	2,260
Sep	2,182	261	2,443
Oct	2,178	273	2,451
Nov	2,201	299	2,500
Dec	2,207	351	2,558
Jan	2,231	332	2,563
Feb	2,250	321	2,571
Mar	2,331	350	2,681
Apr	2,349	340	2,689
May	2,347	342	2,689
Jun	2,371	318	2,689

ADDENDUM ACKNOWLEDGEMENT FORM
RFP #11-DC-8328
A D D E N D U M #6

Department of Corrections
4070 Esplanade Way
Tallahassee, Florida 32399-2500

SOLICITATION NO.: RFP #11-DC-8328

SOLICITATION TITLE: Comprehensive Healthcare Services in Region IV

PROPOSAL DUE: January 30, 2012

OPENING DATE: January 31, 2012

ADDENDUM NO.: Six (6) DATE: January 18, 2012

PLEASE BE ADVISED THAT THE FOLLOWING CHANGES ARE APPLICABLE TO THE ORIGINAL SPECIFICATIONS OF THE ABOVE-REFERENCED RFP:

This addendum includes the following:

1. Pages 11, 13, 14, 15, 22, 27, 63, 64, 75, 78, 80, 81, 82, 85, 87, 92, 93, 94, 96, 97, 98, 99, 100, 101, 102, 103, 104, 105, 106, 107, 111, 112, 118, 120, 122, 126, 135, 160, 161, 162, 167, 172, and 195A have been replaced with Revised Pages 11, 13, 14, 15, 22, 27, 63, 64, 75, 78, 80, 81, 82, 85, 87, 92, 93, 94, 96, 97, 98, 99, 100, 101, 102, 103, 104, 105, 106, 107, 111, 112, 118, 120, 122, 126, 135, 160, 161, 162, 167, 172, and 195A. Revisions are highlighted in blue.
2. Revised Pages 50, 121, 125, 127, 128, 129, 130, 131, 132, 133, 134, 136, 137, 153, 154, 157, 166, 168, and 195, have been replaced with Revised Pages 50 (Revision #2), 121 (Revision #2), 125 (Revision #2), 127 (Revision #2), 128 (Revision #2), 129 (Revision #2), 130 (Revision #2), 131 (Revision #2), 132 (Revision #2), 133 (Revision #2), 134 (Revision #2), 136 (Revision #2), 137 (Revision #2), 153 (Revision #2), 154 (Revision #2), 157 (Revision #2), 166 (Revision #2), 168 (Revision #2), and 195 (Revision #2). Page 154A has been added. Revisions are highlighted in blue.
3. Revised Pages 12, 57 (Revision #2), 123 (Revision #2), 124 (Revision #2), and 178 (Revision #2), have been replaced with Revised Pages 12 (Revision #3), 57 (Revision #3), 123 (Revision #3), 124 (Revision #3), and 178 (Revision #3). Page 57A has been added. Revisions are highlighted in blue.
4. Revised Calendar of Events.
5 Responses to Follow-Up Questions in Response to Addenda #3 & #4
6. "Total Expenditures by Location FY 2009-2010 Summary by Region - Rev 10-24-11" Report.
7. Revised Attachment 11 – Can be accessed and downloaded by going to: http://www.dc.state.fl.us/business/docs/.
8. "ADP-Comprehensive" forms, included with Attachment 11, are no longer required.

If you have any difficulty in downloading any of the attached documents, please call or e-mail a request for copies to the Procurement Manager.

THIS ADDENDUM NOW BECOMES A PART OF THE ORIGINAL RFP.

THE ADDENDUM ACKNOWLEDGMENT FORM SHALL BE SIGNED BY AN AUTHORIZED COMPANY REPRESENTATIVE, DATED AND RETURNED WITH THE PROPOSAL AS INSTRUCTED IN SECTION 5, PROPOSAL SUBMISSION REQUIREMENTS. FAILURE TO DO SO MAY SUBJECT THE PROPOSER TO DISQUALIFICATION.

Failure to file a protest within the time prescribed in Section 120.57(3), Florida Statutes, or failure to post the bond or other security required by law within the time allowed for filing a bond shall constitute a waiver of proceedings under Chapter 120, Florida Statutes.

PROPOSER: _____ BY: _____

ADDRESS: _____ PHONE: _____

CITY, STATE: _____ DATE: _____

AUTHORIZED SIGNATURE: _____

Current Department of Corrections' employees who are affected by the health services privatization initiatives shall be given first preference for continued employment by the contractors. The Department shall make reasonable efforts to find a suitable job placement for employees who wish to remain state employees.

The complete Senate Bill 2000 proviso language for health services privatization is included in EXHIBIT X.

The Department is seeking proposals for comprehensive health services, which includes, but is not limited to, health services (including medical, dental, nursing services; routine urgent and emergent care; inpatient and outpatient services; specialty services; emergency medical transport; etc.); utilization management, behavioral health; nutrition services, quality management/quality assurance, ~~telehealth/telepsychiatry,~~ health information systems, pharmaceutical services, ~~electronic health record,~~ related supportive services, administrative oversight and support. However, the Department intends to retain pharmaceutical services pending the outcome of the Department of Management Services (DMS) solicitation for pharmaceuticals, and the resulting state term contract. At that time, the Department will conduct a cost/benefit analysis to determine whether to continue providing pharmaceutical services, or add these services to the Contract.

The Department requires proposals that demonstrate a thorough understanding of the scope of work and what is required by the contractor to satisfactorily provide services described in the RFP. To this end, the Proposer must submit a Proposal that will be used to create a consistent, coherent management plan of action that will be used to guide the outsourcing of health services. The Plan should include detail sufficient to give the Department an understanding of the Proposer's knowledge and approach. Specifically, the Proposer must fully describe its approach, methods, and specific work steps for doing the work and producing the deliverables. The Proposer must also provide a complete and detailed description of the services to be provided.

To be more accountable to the taxpayers of Florida, the Department is looking to the private sector with its flexibility, purchasing power, business acumen and innovation to apply managed care principles in the delivery of comprehensive health care services to all Department's institutions in Region IV. To this end, the Department is interested in a single Contractor for the provision and operation of comprehensive health care services to all Departments' facilities in the areas designated as Region IV in EXHIBIT A. The Department is committed to ensuring the availability of adequate healthcare services within recognized professional standards to all inmates. In addition, services shall be provided to inmates housed in road prisons, work/forestry camps, work release centers, treatment centers, and re-entry centers associated with these institutions.

Based on the unique operational needs of the correctional system and on available funding, in any contract resulting from this RFP, the Department reserves the right to require the Contractor to add or delete institutions and satellite facilities, in addition to those originally included under this RFP, and to adjust the number of inmates served at any contracted site. Therefore, the Contractor should be prepared in advance to make any necessary changes as required.

The Contractor must have all required services and staffing in place at the start of the contract, or as of a date agreed upon within the contract, and submit a plan of operation and implementation with a projected time line with the response to this RFP.

The Contractor is to establish a program for the provision of staffing and operation of health, mental/behavioral health, dental, healthcare network and utilization management, pharmacy, ~~electronic health record,~~ and any claims management services for all institutions. The program is to meet constitutional and community standards, the standards of the American Correctional Association (ACA) and/or National Commission on Correctional Health Care (NCCHC), Florida Statutes, Florida Administrative Code, court orders, applicable policies, procedures, and directives regarding the provision of health services in the Department. Department policy, procedure, or directive language will take precedence over the Contractor's policies and procedures in the event of any conflict between the two.

In some parts of this RFP, the Contractor is referred to as a single entity, and in others as multiple; the request should be interpreted as being offered in such a way that a Contractor must bid on comprehensive healthcare services, as defined on Section 1, Definitions.

The Contractor must understand that the institutions are first charged with the responsibility for maintaining custody and security for inmates. Therefore, the Department retains authority to assign inmates to the most appropriate institution. The Contractor shall not dispute or refuse acceptance of any inmate assignment based on any medical, dental and/or mental health condition (s).

Proposers shall ensure that any person performing work under the Contract(s) agrees to adhere to all Department procedures, policies, and codes of conduct, including procedures concerning fraternization and contact with inmates. The Proposer shall ensure compliance with all applicable statutes, promulgated rules, court orders, and administrative directives pertaining to the delivery of health care services. The Proposer shall employ health care professionals whose licenses or certifications are clear, active and unrestricted.

Telehealth and/or telemedicine is not currently utilized in any region; however, the Contractor ultimately selected through this RFP process may utilize telehealth at Contractor's own expense to facilitate provision of services where such services can be appropriately provided by these means. Telehealth may only be utilized if it is designed toward and results in improving responsiveness of care, reducing security costs by reducing medical escorts and improving public safety. This service will be considered under any resultant contract as a value added service to be delivered at no cost to the state.

The Department will assign all rights it has pursuant to Section 945.6041, F.S., related to pricing for health care providers, to the Contractor. However, the Department cannot guarantee such pricing will be honored by the health care provider, and Respondents should make their own judgment on whether the pricing will be effective.

For additional general description of services, see Section 3, Scope of Services Sought.

2.3 Statement of Purpose

For administrative purposes throughout this document, the Department is referring to a vendor, offeror or proposer as "Contractor" and any contract to be issued as a result of this RFP as "the Contract" or "this Contract". This does not mean or imply that any person or firm submitting a response to the RFP as a vendor, offeror or proposer will ultimately be awarded a contract or otherwise become a Contractor as that term is commonly understood. By utilizing the term "Contractor" and "this Contract" or "the Contract" throughout this RFP, the Department will be able to more quickly and efficiently transfer terms and conditions from this RFP document into a Contract document.

All services to be performed by, or under the direction of the Contractor under any resultant contract shall meet or exceed the minimum requirements outlined in this RFP. Under no circumstances shall service delivery meeting less than the minimum service requirements be permitted without the prior written approval of the Department. Otherwise, it shall be considered that services proposed will be performed in strict compliance with the requirements and rules, regulations and governance contained in this RFP and proposers shall be held responsible therefore.

The Department is requesting proposals from qualified vendors who have at least five (5) years of business/corporate experience with appropriately experienced management and at least three (3) years of business/corporate experience, within the last five (5) years, in the provision of comprehensive healthcare services to an aggregate patient population of a minimum of 15,000 ~~inmate~~ patients at any one time in prison, jail or other comparable managed healthcare settings. The Department understands that, due to the size and complexity of the inmate healthcare program, the service solution may require partnerships, joint ventures, and/or subcontracting between two or more companies, and therefore will consider the combined experience and qualifications of any such partnerships meeting these requirements. To ensure the bidding entity is qualified to serve inmate populations in prison settings, the vendor(s), whether responding independently, as a partnership, as a joint venture, or with a response that proposes utilization of subcontractor(s), must collectively have at least five (5) total years of business/corporate experience with appropriately experienced management and at least three (3) total years of business/corporate experience within the last five (5) years, providing comprehensive healthcare with sufficient levels of service in all areas (dental, mental health and physical healthcare) comparable to the service levels sought via this RFP to an ~~inmate~~ patient population of at least 15,000 ~~inmates~~ patients.

Throughout the term of the resultant contract, it will be the policy of the Department to maintain the institutional capacities and functional grades shown in EXHIBIT A at or near the maximum level at each institution. Note: The actual population at each institution may not currently be at maximum capacity; however, the proposer shall be prepared to deliver healthcare services up to and including the identified maximum capacity level during the term of the resultant contract.

Comprehensive healthcare services shall be made available to inmates according to the program definitions and specifications outlined in this RFP and any applicable exhibits. Access to and provision of comprehensive healthcare services will be in accordance with minimum constitutionally adequate levels of healthcare and in compliance with Department Policies and Procedures, court orders, Health Services' Bulletins (HSB's), Technical Instructions (TI's), Department Healthcare Standards, and Department Memoranda regardless of place of assignment or disciplinary status.

In addition, subsequent to establishing a contract resulting from this RFP, if the Department determines that additional services within the scope of the service, additional minimum specifications, modifications, or deletions are needed, and it is in the Department's best interest to change the scope of service with regards to the specified service delivery, then the Department reserves the right to amend the Contract with any Contractor receiving an award. Only changes within the general scope of service are allowed under Chapter 287, Florida Statutes. No additional compensation shall be granted to the Contractor unless the conditions under Chapter 287, Florida Statutes has been satisfactorily met and/or allowed. Successful Contractors should be prepared in advance to make required changes.

In the event any contract resulting from this RFP is terminated early by either party, the Department reserves the right to procure services from the next highest ranking responsive and responsible Proposer.

2.4 Start-up and Service Implementation

The Contractor must have the capability to implement service delivery as described herein on a date agreed upon between the Contractor and the Department; however, implementation shall be completed between the dates of April 1, 2012, and June 30, 2012. The Department reserves the right to revise the Calendar of Events and/or cancel this RFP as it deems necessary, in the best interest of the State of Florida.

To be included in the RFP, the Contractor shall develop a comprehensive transition plan on start dates for health services delivery at each institution. The schedule shall include a transition plan for each institution and each area of health services delivery within the Department, and must be agreed to in writing by the Department's Contract Manager.

2.5 Term of Contract

It is anticipated that the initial term of any Contract(s) resulting from this RFP shall be for a five (5) year period, with annual reviews, to be scheduled at the Department's discretion. At its sole discretion, the Department may renew the Contract for an additional five (5) year period. The renewal shall be contingent, at a minimum, on satisfactory performance of the Contract by the Contractor as determined by the Department and subject to the availability of funds. If the Department desires to renew the Contract resulting from this RFP, it will provide written notice to the Contractor no later than ninety (90) days prior to the Contract expiration date.

2.6 Pricing Methodology

The Department is seeking pricing that will provide the best value to the State; therefore, interested vendors must submit a Price Proposal utilizing the Price Information Sheets provided at the end of this document. Proposers are encouraged to submit an Price Proposal in such a manner as to offer the most cost effective and innovative solution for services and resources the Proposer can offer, as cost efficiency for the State will be a consideration in determining whether a contract will be awarded based on responses to the RFP and the selection of a service provider. Proposers shall provide the Price Proposal according to the instructions provided in Section 5.11, Price Proposal.

The Contract resulting from this RFP will be a full risk Contract without any caps or aggregate levels after which costs are shared. The successful Contractor will be responsible for all costs associated with the provision of comprehensive healthcare services, including costs for pharmaceuticals (if the Contractor is awarded the Pharmaceutical Services component), with the exception of including HIV/STD care and pharmaceuticals provided by the County Health Departments at selected institutions, through the Department's 340b Agreement with the Florida Department of Health (See EXHIBIT O). The Department reserves the right to add/delete sites, as well as other medical and or mental health services and related drugs that are covered under the 340b drug pricing program. The Contractor may be required to certify receipt or non-receipt of medications ordered for treatment purposes.

In addition, the Department reserves the right to access any programs under the new Federal Healthcare Reform Act, Federal State Local Grants, and Partnership opportunities, or any state initiatives, that result in savings on

healthcare costs. Changes will be made by formal contract amendment, as indicated in Section 7.6, Contract Modifications.

Proposers shall provide a single capitation rate, (per-inmate, per-day) for the delivery of comprehensive healthcare services in Region IV. The contract payment(s) will be based on the average monthly number of incarcerated inmates as reported in the Department's official Monthly Average Daily Population (ADP) report. If the Contractor is not awarded the Pharmaceutical Services component, the Departments' cost of all non-formulary pharmaceuticals and emergency pharmaceuticals filled at local pharmacies will be adjusted from the monthly payment.

The cost of the Health Services Contract Monitors will be a deduction from the monthly management payment to the Contractor. The actual cost for such deductions will be based upon the appropriated rate, salary and expense dollars for the function.

The Proposer shall provide a pricing breakdown for health services cost per discipline and area of service, annual/per-diem, for the following categories:

- Medical
- Dental
- Mental Health
- Pharmacy
- Administrative
- ~~EHR~~
- ~~Tele-health~~
- Off site Services(Hospital, Convalescent/Skilled Nursing Home care, Dialysis, Specialty Consults and Care)
- Other Staffing/personnel (Contractor's non-salaried employees)

Compensation will be based on provision of comprehensive health care services (see Section 3, Scope of Services Sought), which include, but is not limited to the following services:

Medical Services
- Primary and specialty care
- All other therapeutic and diagnostic ancillary services
- All emergency room, outpatient and inpatient hospital care
- All medical on or off-site specialty referrals
- Physical and occupational therapy
- All health related and assistive devices unless covered by vocational rehabilitation
- Hearing screening and diagnostic services necessary to identify and treat serious hearing impairment
- All optometry and podiatry services
- Ambulance and other medically related transportation

Mental/Behavioral Health Services
- All psychiatric, psychological and counseling services
- All mental health outpatient and inpatient care
- All mental health on or off-site specialty referrals
- Therapeutic and diagnostic ancillary services as listed under "Medical Services" when these are ordered as part of the mental health delivery process
- Psychological testing, evaluations and reports
- All psychological assessment instruments, scoring and interpretation reports

Dental Services
- All onsite dental care
- All on and off-site specialty care

- All onsite dental care
- All on and off-site specialty care
- All on and off-site oral surgery
- All dental supplies
- All dental equipment repair and/or purchases
- All dental laboratory costs
- All oral pathology costs
- ~~Ability to provide digital radiography within one year of execution of the contract~~
- All X-ray machine registration and inspection fees

Pharmacy Services
- All prescription medications (except for medications provided through the Federal 340b Drug Discount Program)
- Over-the-counter medications
- Acquire and maintain all pharmacy licenses
- Monthly consultant pharmacist inspections

Information Systems ~~Electronic Health Record~~
- ~~Development and implementation services~~
- Hardware and software costs, to include computer equipment (see Section 3.16.4) and user license fees for health care information systems
- Ongoing maintenance and updates
- Training of vendor ~~and the Department's~~ staff

Utilization Management
- Nationally accepted or recognized electronic program
- Program must contain basic audits and edits such as the federally required National Correct Coding Initiative edits
- System must include criteria for determination of healthcare treatment, procedures and specialty care
- Utilization Management system to include an electronic process for higher level review of denials

Other Costs across Service Categories

All direct and indirect costs associated with the delivery of health care services will be incurred by the vendor to include, but not limited to:
- All costs for medical/surgical and office supplies
- All costs for on-site medical and office equipment that are needed in addition to existing equipment
- Other costs not specifically identified but commonly associated with delivery of necessary health services
- Vendor required computer installations, software, etc.
- The Contractor shall not dispute or refuse acceptance of any inmate assignment based on any medical and/or mental health condition(s). Furthermore, no additional compensation shall be granted to the Contractor unless the conditions under Chapter 287, Florida Statutes has been satisfactorily met and/or allowed.

2.7 Exhibits & Resources CD

The Department is providing the following Exhibits and Resources via CD ROM for informational purposes to assist vendors in preparing proposals. Many exhibits contain multiple files. In addition, some exhibits contain information on correctional institutions that are not covered by this RFP. The proposer may disregard any information that does not pertain to correctional institutions located in the region(s) covered by this RFP (reference Section 2.2). All possible efforts have been made to ensure the information contained in the exhibits is accurate, complete, and current; however, the Department does not warrant the information contained in any of the exhibits referenced below is indeed accurate, complete, or current.

It is the sole responsibility of the Proposer to review the information available within this document and the exhibits for the purpose of proposal submission. The Department will not entertain any protest based on the Proposer's lack of review of the documents provided and/or referenced.

- test for communicable diseases, including appropriate laboratory and diagnostic tests (STD's and TB skin testing as appropriate); the Contractor's physician must test for HIV (HIV testing is offered at reception and upon transfer, but is optional until the required pre-release test);
- initiate and prescribe treatment, therapy, and/or referrals when appropriate;
- perform other tests and examinations as required and indicated, including physicals for work release inmates and food handlers when necessary, and
- Mental health status and history.

Information obtained during the health appraisal must be recorded on a form approved by the Department's Office of Health Services. This information will be reviewed by the contractor's physician for problem identification and entered in the patient's permanent health record.

A review of the initial health appraisal process shall be required each month from each institution through one or more of the following processes: Contractor's reports to the Department, the Department's Contract Monitoring staff review, and/or EHR data collection. ~~The Department shall have final authority over calculation methods and determination of the number of non-compliant receiving and transfer screenings requiring payment of liquidated damages.~~

- The findings of the preliminary screening and evaluation will be documented in the inmates' health records. Additionally, transferred inmates initial screening forms will be reviewed and verified for their accuracy by qualified health care staff.
- Health care professionals shall refer inmates exhibiting signs of acute mental illness, psychological distress, or danger of harm to self or others to the qualified mental health professional staff member for further evaluation.
- The preliminary health evaluation will include a review of the respective transferee's medical record from the transferring reception center, including:
    - Inquiry into:
        - Current illness
        - Communicable diseases
        - Alcohol and chemical abuse history
        - Medications currently being taken and special health care requirements
        - Dental health status
        - Chronic health problems
        - Immunizations
        - Dietary requirements
        - Suicide risk
    - Observation of:
        - Loss of consciousness
        - Mental status (including suicidal ideation)
        - Odd conduct, tremors, or sweating
        - Condition of skin and body orifices including signs of trauma, bruises, lesion, jaundice, rashes, infestations, and needle marks or other indications of drug abuse.
- Explanation of procedures necessary for inmates to access medical, mental health and dental services.
- Inmates will be classified into one of the following categories:
    - Immediate emergency treatment needed
    - Assignment to infirmary
    - Referral to an appropriate health service
    - Assignment to the general population

3.3.5 Daily Processing of Inmate Sick Call Request

The Department utilizes a written "Inmate Sick Call Request Form" to permit inmates to request health care services. These forms are collected and reviewed daily by nursing staff. Most Inmate Sick Call request forms require a face-to-face meeting with health services staff, which must occur within one working day.

As noted in Section 3.3.13, the Department is considering a mission change at Reception and Medical Center Hospital in Lake Butler. If the Department decides to continue operating RMC Hospital as a licensed hospital, inmate transfers/movement and/or referrals between other institutions and RMC hospital will not be subject to the $250 off-site transportation fee.

In addition, the institutions must have access to 24/7 on call availability of physician, psychiatrist, psychologist, dentist, and health care administrator services. The on-call coverage shall be made available by the service contractor responsible for on-site services.

When inmates experiencing emergent or urgent health problems are brought to the attention of institution personnel, health care personnel must be prepared to address them immediately. This response may consist of permitting the patient to report or be escorted to the health services unit/infirmary for evaluation, or sending health services personnel to the patient's location. The Contractor must plan in advance for the management of emergency services, and must maintain an "open" system capable of responding to emergency circumstances as they occur.

Contract employees shall not provide personal transportation services to inmates.

3.3.20 Infection Control Program

Infectious diseases of special concern within an institutional setting include TB, Hepatitis B, Hepatitis C, Human Immunodeficiency Virus (HIV), gonorrhea, syphilis, Chlamydia, influenza, Varicella and Methicillin Resistant Staphylococcus Aureus (MRSA). Communicable diseases must be monitored closely by all health care staff. When communicable diseases are diagnosed, the Contractor must take proper precautions and promptly transmit the appropriate reports to the Florida Department of Health, outside hospitals/healthcare delivery facilities and notify the Department's Office of Health Services. All Contractors' employees and sub-contractors must provide documentation of Hepatitis B immunizations, and annual TB screening and skin test clearance.

The Contractor shall implement an infection control program, which includes concurrent surveillance of inmates and staff, preventive techniques, and treatment and reporting of infections in accordance with local and state laws. The program shall be in compliance with CDC guidelines on universal precautions and OSHA regulations.

Other areas of concern include monitoring and management of nosocomial infection and pediculosis both in inpatient units and in the general institution units, sterilization and sanitation practices (especially in dental departments), management of isolation activities, and kitchen sanitation (monitored but not managed by health care services). Infection control workgroups should meet regularly at each institution and report their findings through the Quality Assurance process.

As part of the infection control program, the Contractor will administer an immunization program according to National Recommendations of Advisory Committee on Immunization Practices (ACIP), a tuberculosis control program according to CDC guidelines and any youthful inmate institutions shall participate in the federal Vaccines for Children program (VFC). This program provides all vaccines used in youth settings, including but not limited to HBV, at no cost to the Department. The Contractor's personnel must register for this program.

The Contractor will administer a Bloodborne Pathogen Control Program according to National Guidelines and Department practices. The Contractor must comply with all provisions of this plan. The Contractor will be required to offer Hepatitis B vaccine to all new Department employees as part of the Bloodborne Pathogen Control Program.

3.3.21 First Aid Kits, Automatic External Defibrillators (AEDs), and Protective Devices

The Contractor will be responsible for providing and maintaining emergency first-aid kits in all housing areas, vehicles, work sites, training areas, classrooms, and other areas designated by the Department.

3. The Contractor must ensure that the health care status of inmates admitted to outside hospitals is reviewed to assure that the duration of hospitalization is no longer than medically indicated.
4. The Contractor must ensure that its staff documents all health care contacts in the medical record.
5. The Contractor must provide a staffing plan that identifies all personnel required to perform the services and/or responsibilities under the Contract. All staffing plans shall be approved by the Department's Office of Health Services.
6. The majority of outside services should be provided within a forty-five (45)-mile radius of each of the Department's secured institutions.
7. The Contractor will be responsible for the cost of disposal of all bio-hazardous, hazardous and/or other EPA regulated waste produced in the care, diagnosis, and treatment of the inmate.
8. The Contractor will be responsible for all long distance phone charges.

3.14.2 Administrative Functions

The Contractor must perform the following administrative functions including but not limited to:

1. Attendance at monthly contract overview meetings;
2. Attendance at institution monthly/weekly Wardens meetings;
3. Attendance at regional meetings scheduled by the Regional Director;
4. Attendance at statewide meetings scheduled by the Department;
5. Reporting in compliance with statutes, rules, policies and procedures, court orders, health services bulletins, court orders, and other contractual requirements set forth by the Department. (risk management/incident reporting; infection control, quality management; HIPAA reports, etc.);
6. Attendance by Designated Office of Health Services staff and/or Health Services Administrator for each institution at all Regional Directors meetings;
7. Participation in statewide Quarterly Pharmaceutical and Therapeutic, and Quality Management meetings.
8. Provide administrative support for tracking inmate co-payments in the Department's Offender Based Information System (OBIS) or through ~~the~~ an Electronic Health Record (see Section 3.16.16);
9. Responding to inmate health care requests and grievances;
10. Tracking and responding to inquiries from family members and officials making inquiry about health care issues on behalf of inmates. This includes referrals from the Department, the Executive Office of the Governor, and other elected officials.
11. Tracking and providing information in response to public records requests
12. Tracking and providing information in response to requests from the Office of Attorney General, DOH, and AHCA.

~~3.15 Telehealth~~

~~Telehealth is not currently utilized in any region; however, the Contractor ultimately selected through this RFP process shall utilize telehealth at Contractor's own expense to facilitate provision of services where such services can be appropriately provided by these means and the resulting telehealth design results in improving responsiveness of care, reducing security costs by reducing medical escorts and improving public safety. This service will be considered under any resultant contract as a service to be delivered at no cost to the state.~~

~~The goal of the Department is to develop a telehealth management application. The purchase will include product updates/upgrades, training, maintenance and support. Telehealth is to be a web-based, integrated, COTS system. The software, by sharing information about practice variations with individual providers, will assist the staff in the use of resources and help with improving overall quality of inmate healthcare. The software will support clinical positions and provide guidance to reviewers as well as enhance consistency of inmate healthcare.~~

~~The Department desires to use interactive audio-visual technology ("telehealth and/or telemedicine") at all of its major institutions. The goals in using telemedicine will be to improve inmate's access to primary health services, improve the quality and timeliness of primary, psychiatric, and specialty health services, and reduce the cost and disruption of~~

2. Controlled access procedures for electronic connections to the contractor's network;
3. A process designed to control and monitor outside agencies access to the contractor's information network;
4. A Firewalling device;
5. Server based antivirus/malware software;
6. Client based antivirus/malware software;
7. Use of unique userIDs with expiring passwords;
8. A process that involves collection of userID activities and regular review of these activities for unauthorized access;
9. A process that ensures up to date software patches are applied to all information resources

The contractor shall maintain an Information Security Awareness program. This program will be designed to keep users knowledgeable on information security best practices.

3.16.16 Electronic Health Record (EHR)

The Department will seek a separate Legislative appropriation to implement a statewide electronic health record in compliance with the Federal Health Care Reform Act. For purposes of this RFP, the contractor must submit a plan to use paper health records and the existing CARP and OBIS systems as appropriate to record health care encounters, workload and utilization data.

If the Department receives an appropriation for a statewide electronic health record, the contractor will be responsible for assisting the Department with documentation, testing and implementation of the new system and the related conversion/integration from/with OBIS.

The Contractor will be responsible for covering the cost of all user licenses for Contractor's staff related to EMR.

~~The Department requires a paperless health record in compliance with the Health Care Reform Act, but no later than January 2014. Contractor must submit a plan for moving from a paper-based record system to a paperless health record. The plan must address such issues as hardware, software, transition, technical support, and ownership at the termination of the contractual period.~~

~~If multiple vendors are awarded contracts to provide health care, then those providers must ensure that their electronic health records are compatible so that files can be transferred between different systems.~~

~~The Contractor's EHR:~~

- ~~Must integrate and exchange encounter data in XML format including documentation version control and electronic signature encryption.~~
- ~~Must be able to exchange data with other systems as approved by OIT and/or required by OHS.~~
- ~~Must integrate single sign on access for all users to physician and patient medical reference library such as Up-to-date.~~
- ~~Must provide Hosted solutions with no server hardware onsite. The contractor is to provide complete disaster recovery services including fail over data centers.~~
- ~~Should combine patient records including scanned documents and dynamic (keyed) data entry document types.~~
- ~~Should provide the feature of Electronic signature workflows on all document types.~~
- ~~There should be an option to electronically verify medications on demand with outside providers via RXHUB or similar data sources.~~
- ~~Should have a device level security for individual PC's and Laptops to access the EHR.~~
- ~~Must not utilize a Virtual Private Network (VPN).~~

~~In addition, the Contractor's electronic health record shall have the capability to record substance abuse information (assessments, etc.) for inmates.~~

The Department will make all final decisions regarding compliance requirements for the federal Health Care Reform Act and all other applicable state or federal requirements.

3.17 Health Records

All inmates must have a health record that is up-to-date at all times, and that complies with problem-oriented health record format, Department's policy and procedure, and ACA and/or NCCHC standards. The record must accompany the inmate at all health encounters and will be forwarded to the appropriate institution in the event the inmate is transferred. All procedures (including HIPAA and the HITECH Act) concerning confidentiality must be followed.

All health records both electronic and paper remain the property of the Department.

The Contractor's physician or designee will conduct a health file review for each inmate scheduled for transfer to other institution sites. A health/medical records summary sheet is to be forwarded to the receiving institution at the time of transfer.

Health Records, at a minimum, contain the following information:

3.22.11 The Contractor must guarantee the availability of data in its custody to the Department during an emergency that may occur at the Proposer or the Department.

3.22.12 The Department must retain ownership of all Department provided information or any information related to the Department generated as a result of or in participation with this service.

3.22.13 No disclosure or destruction of any Department data can occur without prior express consent.

3.22.14 The Contractor shall provide for the timely and complete return of all Department information in an acceptable format when the contractual relationship effectively terminates.

3.22.15 The Contractor shall provide certification of its destruction of all of the Department's data in accordance with NIST Special Publication 800-88, when the need for the Contractor's custody of the data no longer exists.

3.22.16 The Contractor will be required to maintain full accreditation by the American Correctional Association (ACA) and/or National Commission on Correctional Health Care (NCCHC) for the healthcare operational areas in all institutions in which healthcare services are provided. ~~Failure to maintain accreditation will result in the assessment of liquidated damages as set forth in Section 3.36.1.~~ (Information on the ACA and the NCCHC is available on their web-sites at http://www.corrections.com/aca/ and http://www.ncchc.org/, respectively.

3.22.17 The Contractor shall ensure that prior to the execution of the subcontractor agreements for healthcare delivery (including pharmaceuticals), all subcontractor agreements are approved by the Department's Contract Manager and contain provisions requiring the subcontractor to comply with all applicable terms and conditions of the contract resulting from this RFP.

3.22.18 The Contractor agrees to modify its service delivery, including addition or expansion of comprehensive healthcare services in order to meet or comply with changes required by operation of law or due to changes in practice standards or regulations, or as a result of legal settlement agreement or consent order or change in the Department's mission.

3.22.19 Any changes in the scope of service required to ensure continued compliance with State or Federal laws, statutes or regulations, legal settlement agreement or consent order or Department policy, regulations or technical instructions will be made in accordance with Section 7.6, Contract Modifications.

3.23 Permits, Licenses, and Insurance Documentation

The Contractor shall have and at all times maintain, at their own cost, documents material to the resultant Contract - including but not limited to current copies of all required state and federal licenses, permits, registrations and insurance documentation, and bear any costs associated with all required compliance inspections, environmental permitting designs, and any experts required by the Department to review specialized medical requirements. The Contractor shall maintain copies of the foregoing documents which include, but are not limited to, current copies of the following:

3.23.1 The face-sheet of the Contractor's current insurance policy showing sufficient coverage as indicated in Section 7.15.
3.23.2 Any applicable state and/or federal licenses related to services provided under this RFP, as applicable.

The Contractor shall ensure all such licenses, permits, and registrations remain current and in-good-standing throughout the term of the Contract. Any additions/deletions/revisions/renewals to the above documents made during the Contract period shall be submitted to the Contract Manager and the Department's Assistant Secretary of Health Services - Administration within fifteen (15) days of said addition/deletion/revision/renewal.

3.24 Communications

3.24.1 Contract communications will be in three (3) forms: Routine, Informal, and Formal. For the purposes of the Contract, the following definitions shall apply:

Routine: All normal written communications generated by either party relating to service delivery. Routine communications must be acknowledged or answered within thirty (30) calendar days of receipt

Informal: Special written communications deemed necessary based upon either Contract compliance or quality of service issues. Must be acknowledged or responded to within fifteen (15) calendar days of receipt.

Formal: The same as informal but more limited in nature and usually reserved for significant issues such as Breach of Contract, failure to provide satisfactory performance, ~~imposition of liquidated damages,~~ or Contract termination. Formal communications shall also include requests for changes in the scope of the Contract and billing adjustments. Must be acknowledged upon receipt and responded to within seven (7) calendar days of receipt.

3.24.2 The Contractor shall respond to informal and formal communications in writing, transmitted by facsimile and/or email, with follow-up by hard copy mail.

3.24.3 A date/numbering system shall be utilized by the Contractor, for tracking of formal communication.

3.24.4 The only personnel authorized to use formal Contract communications are the Department's Senior Executive Management Staff, Office of Health Services Senior Management Staff, Contract Manager, Contract Administrator, and the Contractor's CEO or Contractor's Representative. Designees or other persons authorized to utilize formal Contract communications must be agreed upon by both parties and identified in writing within ten (10) days of execution of the Contract. Notification of any subsequent changes must be provided in writing prior to issuance of any formal communication from the changed designee or authorized representative.

3.24.5 In addition to the personnel named under formal Contract communications, personnel authorized to use informal Contract communications include any other persons so designated in writing by the parties.

3.24.6 In addition to the Contract communications noted in Section 3.24.1 in this Contract, if there is an urgent administrative problem, the Department will make contact with the Contractor and the Contractor shall orally respond to the Contract Manager or his/her designee within two (2) hours. If a non-urgent administrative problem occurs, the Department will make contact with the Contractor and the Contractor shall orally respond to the Contract Manager or his/her designee within forty-eight (48) hours. The Contractor shall respond to inquiries from the Department by providing all information or records that the Department deems necessary to respond to inquiries, complaints, or grievances from or about inmates within three (3) working days of receipt of the request. The Contract Manager shall be copied on all such correspondence.

3.25 Final Implementation Plan and Transition Date Schedule

3.25.1 Pursuant to Senate Bill 2000 (see EXHIBIT X), current Department of Corrections' employees who are affected by the health services privatization initiatives shall be given first preference for continued employment by the contractors. The Department shall make reasonable efforts to find a suitable job placement for employees who wish to remain state employees.

3.25.2 The Contractor shall provide regular reports to the Department, not less than weekly, on the status of such interviews and the transition in general. If the Contractor elects to not hire a displaced employee, the Contractor shall identify in the report the name of the employee and the reasons for the decision not to hire.

3.32.6.2 Quarterly Medical Code 99 Emergency Work Sheet Report: The Contractor shall provide a Quarterly Med Code 99 Emergency Work Sheet (DC4-679) in accordance with HSB 15.03.22.

3.32.6.3 Quarterly Impaired Inmate Meeting Report (including meeting): The Contractor shall provide a Quarterly Impaired Inmate Meeting Report with minutes in accordance with HSB 15.03.25.

3.32.6.4 Annual Disaster Plan Drill Report: The Contractor shall provide an Annual Disaster Plan Drill Report in accordance with HSB 15.03.06.

3.32.6.5 Annual Emergency Preparedness Roster: The Contractor shall provide an Annual Emergency Preparedness Roster in accordance with HSB 15.03.06.

3.32.7 Outbreak/Communicable Disease Reporting

3.32.7.1 Summary of Infection Control Investigation Table V Report: The Contractor shall provide an immediate Summary of Infection Control Investigation Table V Report (DC4-539) by each institution in accordance with Infection Control Manual.

3.32.7.2 Summary Outbreak Report: The Contractor shall provide an immediate Summary Outbreak report (DC4-539A) by each institution in accordance with Infection Control Manual.

3.32.7.3 Summary Tuberculosis INH Information Summary Report: The Contractor shall a provide Tuberculosis INH Health Information Summary Report (DC4-758) by each institution completed before end of sentence in accordance with HSB 15.03.18.

3.32.7.4 Summary HIV/Aids Health Information Summary Report: The Contractor shall a provide HIV/Aids Health Information Summary Report (DC4-682) by each institution completed before end of sentence in accordance with HSB 15.03.18.

3.32.7.5 Summary Bloodborne Pathogen Report: The Contractor shall provide a Inmate Bloodborne Pathogen Report (DC4-798) by each institution in accordance with Bloodborne Pathogen Manual.

3.32.8 Monthly Mental Health Reporting

3.32.8.1 Aftercare Status Report: The Contractor shall provide a monthly Aftercare report in accordance with HSB 15.05.21.

3.32.8.2 Mental Health Emergency and Admission/Discharge Reports: The vendor shall provide OHS with monthly reports that include information about mental health emergencies, incidents of self-harm behavior, admissions/discharges from inpatient units, and admissions/discharges from infirmary care for inmates on Self-Harm Observation Status.

3.32.8.3 Outside Medical Care Report: The vendor shall also provide OHS with a written mental health summary in a format designated by OHS for all inmates who engage in self-injurious behaviors that result in transportation to an outside medical facility.

3.32.9 Monthly Administrative Reporting

3.32.9.1 Monthly Staffing Report: The Contractor shall provide a Monthly Staffing Report by each institution which includes, but not limited to, position title, staff member's name, position number, date of hire, full time, ~~or~~ part time or temporary hours, start date, shift, vacant date and penalty date.

3.32.9.2 Monthly Personnel Action Report: The Contractor shall provide a Monthly Personnel Action Report by each institution which includes a summary of any personnel actions, positive and/or

3.34 Contractor's Performance

The Department desires to contract with a provider who clearly demonstrates its willingness to be held accountable for the achievement of certain performance measures in successfully delivering services under the Contract resulting from this RFP.

The monitoring of comprehensive health service delivery will take place ~~four (4)~~ two (2) times a year. The audit will be performed by the Department's Office of Health Services.

3.34.1 Performance Outcomes, Measures, and Standards

The Department's Office of Health Services will monitor Contractor's performance in a continuous and ongoing effort to ensure compliance with requirements of the contract commencing 90 days after the initiation of this contract. These requirements and/or expectations will be based on the current ACA Standards for Health Care Performance Based Standards and Expected Practices and/or NCCHC Standards, the inmate health services RFP/Contract specifications and the Department's Policies and Procedures. The Contractor will provide the Department's Office of Health Services with all medical, dental and mental health records; logbooks; staffing charts; time reports; inmate grievances; and other reasonably requested documents required to assess the contractor's performance. Actual performance will be based on a statistically-significant sample compared with pre-established performance criteria. An audit by the Department will be performed quarterly to assess contract compliance. The following is a summary of general performance indicators. These indicators do not represent the complete description of the Contractor's responsibility. The Department reserves the right to add/delete performance indicators as needed to ensure the adequate delivery of healthcare services. Performance criteria include, but are not limited to, the following contract deliverables:

3.34.1.1 MEDICAL SERVICES

3.34.1.1.1 Access to Care

1. Inmates have access to care to meet their serious medical, dental, and mental health needs.

   Outcome: Inmates have access to care in a timely manner with referral to an appropriate clinician as needed.
   Measure: Documentation by DC4-698B, DC4-698A, and the Call Out Schedule (OBIS).
   Standard: Achievement of outcome must meet one hundred percent (100%) of chart reviews.
   Reference: Procedure 403.006, HSB 15.05.20 and HSB 15.03.22.

2. All inmates receive information regarding access to care procedures immediately upon arrival at reception and at new facility in a language that is understandable to them.

   Outcome: A comprehensive health services orientation will be completed upon arrival.
   Measure: Documentation by DC4-773 and/or OBIS and inmate receives Health Services Inmate Orientation Handbook
   Standard: Achievement of outcome must meet one hundred percent (100%) of inmates receives information regarding access to care and have documentation in the record to support it.
   Reference: Procedures 403.008, 401.014, HSB 15.01.06

Measure: Completed DC4-760A
Standard: Achievement of outcome must meet ninety five percent (95%).
Reference: Procedure 401.017, 401.014

5. Continuity of Care: Inmates referred to a clinician during the Initial Intake Screening are provided with appropriate care.

   Outcome: Inmates who are referred to a clinician are seen by an appropriate level clinician in accordance with established guidelines for routine, urgent and emergent care.
   Measure: Completed DC4-701
   Standard: Achievement of outcome must meet one hundred percent (100%) of records reviewed.
   Reference: Procedure 401.014

6. Inmates have continuity of prescribed medication.

   Outcome: Inmates that have a current prescribed medication/s when arriving to the new institution have continuity of medication.
   Measure: Completed DC4-760A and DC4-701A
   Standard: Achievement of outcome must meet one hundred percent (100%) of records reviewed.
   References: Procedure 401.017

7. Medication Administration

   a. Outcome: Inmates are administered medication as ordered by the Clinician
      Measure: DC4-701A
      Standard: Achievement of outcome must meet one hundred percent (100%).
      Reference: Procedure 403.007 *Medication Administration and Refusals*

   b. Outcome: Medications are documented on the DC4-701A *Medication and Treatment Record*. Each dose of medication not administered is circled and an explanation written on the back of the DC4-701A.
      Measure: DC4-701A
      Standard: Achievement of outcome must meet ninety percent (95%).
      Reference: Procedure 403.007 *Medication Administration and Refusals*

3.34.1.1.4 Pre-Release Planning

All Inmates are offered HIV testing prior to End of Sentence (EOS)

Outcome: All inmates are offered an HIV Test prior to the EOS Date unless the inmate has a previous positive HIV Test Result on file.
Measure: Documentation of an HIV test result, signed consent or refusal in medical record.
Standard: Achievement of outcome one hundred percent (100%).
Reference: Section 945.355, Florida Statutes

~~3.34.1.1.5 The Problem List in medical record documents inmate's current medical problems~~

~~Outcome: Inmate medical record has an up to date Problem List.~~

~~Measure: Current medical, mental or dental issues are documented on the Problem List "DC4-730" in the medical record.~~
~~Standard: Achievement of outcome must meet ninety percent (90%).~~
~~Reference: Procedure 401.014~~

3.34.1.1.6 Specialized Medical Care

1. Inmates who need specialized care that cannot be provided by the contractor will receive a specialty consultation appointment as clinically indicated.

   Outcome: Provide specialty consultation appointments.
   Measure: A completed Consultation Request/Consultant Report Form "DC4-702" in the record and a log that reflects appointments are made in accordance with established guidelines for routine, urgent and emergent care.
   Standard: Achievement of outcome ninety-five percent (95%).
   Reference: HSB 15.09.04

2. Follow up care after Specialty Consultation

   Outcome: Inmates seen by a specialist will have the Consultant Report reviewed by the clinician. The clinician will either approve recommended procedure/treatment or recommend alternative clinically appropriate treatment options and discuss them with the inmate.
   Measure: Completed Consultation Request/Consultant Report Form "DC4-702" Chronological Record "DC4-701 for entry by clinician of clinically appropriate procedure/treatment and communication with inmate record review for procedure/treatment implementation.
   Standard: Achievement of outcome one hundred percent (100%)
   Reference: HSB 15.09.04.

3.34.1.1.7 Hunger Strikes

Outcome: The Chief Health Officer at the institution is responsible for the treatment of inmates on hunger strike.
Measure: Documentation of appropriate medical interventions as outlined in Procedure 403.009, Management of Hunger Strikes.
Standard: Achievement of outcome must meet one hundred percent (100%).
Reference: Procedure 403.009

3.34.1.1.8 Prescribed Therapeutic Diets

Outcome: Therapeutic Diets are prescribed by a clinician.
Measure: Diet Prescription/ Order "DC4-728" signed by clinician.
Standard: Achievement of outcome must meet ninety five percent (95%).
Reference: Procedure 401.009

~~3.34.1.1.9 Documentation~~

~~Staff is to provide appropriate documentation of health care treatments, diagnostics, services and related health care issues.~~

~~Outcome: Documentation is complete and legible in accordance with policy and procedure.~~

~~Measure: Documentation on all forms is in accordance with policy.~~
~~Standard: Achievement of outcome ninety five percent (95%).~~
~~Reference: Nursing Manual and Florida Statute 458.331~~

3.34.1.1.10 Chronic Illness Clinics

Inmates with a Chronic Illness will be seen in a Chronic Illness Clinic (CIC) at the appropriate interval as determined by the HSB and physician.

Chronic illness clinics include, but are not limited to:

Immunity	Cardiac
Gastrointestinal	Endocrine
Neurology	Respiratory
Oncology	Miscellaneous

1. Outcome: Inmates will be assigned to the appropriate chronic illness clinic based on clinical need.
   Measure: DC4-701F
   Standard: Achievement of outcome ninety five percent (95%)
   Reference: HSB 15.03.05

2. Outcome: Inmate in chronic illness is seen by the clinician in accordance with HSB and clinical need.
   Measure: DC4-701F
   Standard: Achievement of outcome ninety five percent (95%)
   Reference: HSB 15.03.05

~~3. Outcome: Lab results are available to the clinician prior to chronic illness appointment.~~
~~Measure: Documentation that lab results were available in the medical record.~~
~~Standard: Achievement of outcome ninety five percent (95%)~~
~~Reference: HSB 15.03.05~~

~~4. Outcome: Appropriate Flow Sheet was completed during chronic illness clinic appointment~~
~~Measure: Completed appropriate DC4-770~~
~~Standard: Achievement of outcome ninety five percent (95%)~~
~~Reference: HSB 15.03.05~~

3.34.1.1.11 Lab testing and results

1. Outcome: All diagnostic tests are obtained as prescribed or clinically indicated.
   Measure: Documentation of orders on DC4-701, DC4-714B.
   Standard: Achievement of outcome must meet ninety five percent (95%)
   Reference: HSBs 15.03.04 and 15.05.20

2. Outcome: Clinician reviews results of diagnostic test
   Measure: Results are initialed by a clinician indicating review
   Standard: Achievement of outcome must meet ninety five percent (95%)
   Reference: HSB 15.03.05; TI 15.03.39, HSB 15.05.20

Measure: Documentation by nurse on sick call request form DC4-698A and DC4-698B.
Standard: Achievement of outcome must meet ninety five percent (95%)
Reference: Procedure 403.006

c. Outcome: The inmate's sick call request is scheduled and followed up according to priority. All emergencies are seen immediately.
Measure: DC4-698A, DC4-698B, DC4-683 Series
Standard: Achievement of outcome must meet ninety five percent (95%)
Reference: Procedure 403.006

3. Sick Call Referral process

Outcome: All inmates who come to sick call on the third (3rd) time with the same complaint (unless it is scheduled) will be referred and evaluated by a clinician.
Measure: Documentation on DC4-701 by clinician for sick call complaint.
Standard: Achievement of outcome must meet one hundred percent (100%)
Reference: Procedure 403.006

~~3.34.1.1.14 No Show for medical appointments, etc.~~

~~Outcome: Inmates who do not come for scheduled appointments and/or medication will be reported to security.~~
~~Measure: Documentation on the No Show Call Out Log "DC4-701L" and signed refusal and/or entry in OBIS of No Show or documentation of refusal on the Medication Administration Record.~~
~~Standard: Achievement of outcome must meet one hundred percent (100%)~~
~~Reference: Procedure 403.007~~

3.34.1.1.15 Specialty Care

1. Wound prevention and care

Outcome: Prevention of and care for inmate's wounds in accordance with the Wound Program in the Infection Control Manual Chapter XXII.
Measure: Complete documentation DC4-683W, DC4-804, DC4-803, DC4-805, DC4-701A
Standard: Achievement of outcome must meet ninety five percent (95%).
Reference: Infection Control Manual Chapter XXII

2. Palliative Care

Outcome: Provide palliative care for inmates when clinically indicated.
Measure: Palliative Care provided as outlined in 15.02.17
Standard: Achievement of outcome must meet one hundred (100%).
Reference: TI 15.02.17

3. Vision Care

a. Outcome: All inmates will receive a vision screening during the reception process, routine, emergent screening based on inmate need.

Reference: HSB 15.03.22

3.34.1.1.18 Prison Rape and Elimination Act

Outcome: All Medical Staff receives training on the Prison Rape and Elimination Act Procedure and associated Health Services Bulletin.
Measure: Documentation on file that Medical Staff had training in PREA; compare employee roster with training documents
Standard: Achievement of outcome must meet one hundred percent (100%) of record reviews.
Reference: Federal Senate Bill 1435, Prison Rape Elimination Act (PREA), Florida Statute 944.35, Florida Administrative Code Chapter 33-602 and Sections 33-208.002 and 33-208.003, Prison Rape: Prevention, Elimination and Investigation 108.010 and Post-rape Medical Action, 15.03.36, DC4-683M.

3.34.1.1.19 Alleged Sexual Battery/Post-Rape Medical Action

Outcome: Medical Staff delivers care as outlined per policy to inmates who state they are the victim of an alleged sexual battery.
Measure: Completed DC4-683M
Standard: Achievement of outcome must meet one hundred percent (100%)
Reference: Procedure 108.010, HSB 15.03.36, DC4-683M

3.34.1.1.20 Infirmary services

A separately defined medical area/infirmary shall be maintained that provides organized bed care and services for patients admitted for twenty-four (24) hours or more and is operated for the expressed or implied purpose of providing nursing care and/or observation for persons who do not require a higher level of inpatient care.

1. Outcome: There will be a physician or designee on call for the infirmary twenty four (24) hours seven (7) days a week.
   Measure: Review on call-schedule. Physician (or designee) rounds performed and documented daily on either a DC4-714A or DC4-701.
   Standard: Achievement of outcome one hundred percent (100%).
   Reference: HSB 15.03.26

2. Outcome: Infirmary nursing services provided under the direction of a registered nurse.
   Measure: Staff schedule will have a registered nurse scheduled twenty four (24) hours seven (7) days.
   Standard: Achievement of outcome must meet one hundred percent (100%).
   Reference: HSB 15.03.26

~~3. Outcome: Inmates who exceed twenty three (23) hours of observation are admitted to the infirmary.~~
~~Measure: Documentation of DC4-732 (nurse admit form), DC4-714B, 797E (infirmary log).~~
~~Standard: Achievement of outcome must meet ninety five percent (95%).~~
~~Reference: HSB 15.03.26~~

4. Outcome: Physician infirmary rounds made on a daily basis (Monday – Friday), except holidays.

Outcome: Medical staff at all institutions will collect surveillance data on selected active, acute infections according to standard infection control surveillance procedures.
Measure: Complete documentation of all DC4 539 A Summary of Infection Control Investigations-Table V, DC4 539 B Infection Control Tables I and II, DC4 539 E Dialysis Unit Infection Control Report.
Standard: Achievement of Outcome must meet ninety-five percent (95%).
Reference: Infection Control Manual Chapter V

3. Management of Methicillin Resistant Staphylococcus Aureus

Outcome: Inmates will be screened for MRSA infection as outlined in chapter XIX of the Infection Control Manual
Measures: Review of medical record will have the following criteria met:

- Inmates undergoing intake medical screening will be carefully evaluated for skin infections. Inmates will be screened for infections at intake using the "Health Information Arrival Summary," DC4-760A.
- Inmates with skin infections will be referred to the medical unit and placed on callout for assessment and treatment as needed, "Medical Medication Appointment Slip," DC4-766 may be used.
- Inmates reporting to medical with a skin infection will be assessed using the "Skin and Rash Assessment," DC4-683W.
- Any inmate complaining of spider bites will be assessed for MRSA infection.

Standard: Achievement of Outcome must meet ninety-five percent (95%).
Reference: Infection Control Manual Chapter XIX

4. Bloodborne Pathogens

a. Outcome: All bloodborne pathogen exposure incidents must be assessed by medical to determine the significance and risk.
Measure: Review of DC4-798 (Bloodborne Pathogens Exposure – Screening Incident) and DC4-799 (Inmate Bloodborne Pathogen Exposure Report).
Standard: Achievement of Outcome must meet one hundred percent (100%).
Reference: Infection Control Manual Chapter XIX and Bloodborne Pathogen Exposure Control Plan

b. Outcome: Each facility will develop a Biomedical Waste Plan which addresses the definition, collection, storage, decontamination and disposal of regulated biomedical waste.
Measure: During site visit nurse will observe for Bio-Hazardous waste being placed in red bags and disposed of appropriately and inappropriate waste in red biohazard bags. Ref DC4-788B
Standard: Achievement of Outcome must meet one hundred percent (100%).
Reference: Bloodborne Pathogen Exposure Control Plan, Florida Administrative Code (F.A.C.)chapter 64E-16 and chapter 33, FDC Environmental Health and Safety Manual.

c. ~~Outcome: The storage of "clean" supplies is prohibited in biomedical waste, storerooms except that unused supplies (e.g., red, yellow, water-soluble bags, unfilled biomedical waste containers) and cleaning chemicals and housekeeping supplies may be stored there).~~

~~Measure: Nurse will check biohazard store rooms for clean supplies during site visits.~~
~~Standard: Achievement of Outcome must meet one hundred percent (100%).~~
~~Reference: Bloodborne Pathogen Exposure Control Plan~~

5. Chest x-rays

Outcome: Chest x-rays (CXR) are completed on inmates who have tuberculosis symptoms or a documented positive TST conversion within the last two years and have either not received or completed treatment.
Measure: Documentation that CXR was completed within seventy two (72) hours of completion of DC4-520C and CXR reports
Standard: Achievement of outcome must meet one hundred percent (100%).
Reference: HSB 15.03.18

6. ~~Tuberculosis Screening for HIV Positive Inmates~~

~~Outcome: Inmates with HIV or at risk of HIV infection will be appropriately screened for TB.~~
~~Measure: Documentation on DC4-710A Immunization record and DC4-520C Tuberculosis Symptom Questionnaire, Chest x-ray and/or AFB results if they were ordered.~~
~~Standard: Achievement of outcome must meet one hundred percent (100%).~~
~~Reference: HSB 15.03.18~~

7. Treatment of Latent Tuberculosis Infection

Outcome: Treatment of latent tuberculosis infection shall be considered for all inmates who have a positive skin test when active disease has been ruled out and there are no contraindications to treatment.
Measure: Review of DC4-710A Immunization record and DC4-520C Tuberculosis Symptom Questionnaire, DC4-719 Tuberculosis INH/Treatment for Latent TB Infection (LTBI) Follow-up Visit
Standard: Achievement of outcome must meet one hundred percent (100%).
Reference: HSB 15.03.18

8. Monthly monitoring Tuberculosis Clinic

Outcome: Monthly monitoring by the nurse or clinician if clinically indicated is to be initiated within two (2) weeks after the inmate has been started on INH or TB medications.
Measure: DC4-719 Tuberculosis INH/Treatment for Latent TB Infection (LTBI) Follow-up Visit, MAR(Medication Administration Record
Standard: Achievement of outcome must meet one hundred percent (100%).
Reference: HSB 15.03.18

9. Continuity of Tuberculosis Treatment at End of Sentence

Outcome: Notification to the Department of Health/County Health Department (DOH/CHD) of the status of an inmate's tuberculosis (TB)

evaluation, treatment, or treatment of latent tuberculosis infection (LTBI) when the inmate is released from a Department of Corrections facility.
Measure: DC4-758 Tuberculosis/INH Health Information Summary, DC4-711B Consent for Inspection and/or Release of Confidential Information.
Standard: Achievement of outcome must meet one hundred percent (100%).
Reference: HSB 15.03.18

10. ~~Airborne Infection Isolation Room~~

~~Outcome: Inmates suspected of having infectious tuberculosis disease are isolated in an airborne infection isolation room (AIIR) until known to be non-infectious.~~
~~Measure: Completed documentation that supports that inmate was isolated~~
~~Standard: Achievement of outcome must meet one hundred percent (100%).~~
~~Reference: HSB 15.03.18, DC4-701, DC4-713A DC4-713B, DC4-713C, DC4-684DC4-714A~~

11. ~~Respiratory precautions~~

~~Outcome: A surgical mask is worn by the inmate and a designated respiratory protective device (N-95) is worn by staff.~~
~~Measure: Observation and interview of inmate and staff that appropriate masks are worn.~~
~~Standard: Achievement of outcome must meet one hundred percent (100%).~~
~~Reference: Infection Control Manual, 15.03.18~~

12. Tuberculosis Contact Investigation

Outcome: A Tuberculosis contact investigation is initiated on all infectious cases of Tuberculosis. Final results of the contact investigation must be reported to Department of Health Bureau of TB and Refugee Health within one year of start date
Measure: Completed TB Contact Investigation documentation.
Standard: Achievement of outcome must meet one hundred percent (100%).
Reference: 15.03.18

13. Bloodborne Pathogen Exposure

a. Outcome: The Florida Department of Corrections Bloodborne Pathogen Exposure control plan is implemented at all institutions.
Measure: During site visit the nurse will check to see if bloodborne pathogen manual is accessible to staff
Standard: Achievement of outcome must meet one hundred percent (100%).
Reference: Bloodborne Pathogen Exposure control Plan

b. Outcome: Filled sharps containers is sealed and discarded as biomedical waste when three- fourths (¾) full or filled to the "FULL" line (if present) on the side of the container.
Measure: Inspection of sharps containers during site visit (DC4-788D)
Standard: Achievement of outcome must meet one hundred percent (100%).
Reference: Bloodborne Pathogen Exposure control Plan

5. Timely Compliance with Medicare Certification Requirement

Outcome: All services shall comply with all requirements established for a Medicare End Stage Renal Disease (ESRD) provider.
Measure: Certification as established by the Centers for Medicare and Medicaid Services (CMS).
Critical Standard: Achievement of outcome must meet one hundred percent (100%).
Reference: Centers for Medicare and Medicaid Services

~~6. Compliance with Epidemiological Investigations/Infection Control Procedures/Reports/Audits~~

~~Outcome: All services shall comply with all requirements established for epidemiological/infection control procedures within a dialysis unit.~~
~~Measure: Services in compliance with established published national guidelines and requirements of the Centers for Medicare and Medicaid Services (CMS).~~
~~Critical Standard: Achievement of outcome must meet ninety five (95%) on a quarterly basis.~~
~~Reference: Centers for Medicare and Medicaid Services~~

3.34.1.2 MENTAL HEALTH SERVICES

3.34.1.2.1 Informed Consent

Outcome: All inmates receiving mental health treatment have a signed Consent for Treatment form or Affidavit of Refusal for Health Care Services in their health record or inpatient health record.
Measure: Documentation on DC4-663 Consent to Mental Health Evaluation or Treatment, DC4-649 Consent to Inpatient Mental Health Care, or DC4-711A Affidavit of Refusal for Health Care Services in the health record or inpatient health record.
Standard: Achievement of outcome must meet one hundred percent (100%).
Reference: HSB 15.05.14 Mental Health Services, Section VI. A.

~~3.34.1.2.2 Inpatient Referrals~~

~~Outcome: Mental health transfer request is completed in its entirety and adequately documents clinical need for the specific level of inpatient care requested.~~
~~Measure: Documentation by EF4-001 (electronic form) Medical Transfer Request in the health record; and DC4-657A, Transfer Summary for Inpatient Mental Health Care.~~
~~Standard: Achievement of outcome must meet ninety percent 90%.~~
~~Reference: 404.003 Mental Health Transfers, Section (4) (b).~~

~~3.34.1.2.3 Discharge from Inpatient/Infirmary Care~~

~~Outcome: Upon discharge from Isolation Management/CSU/TCU/CMHTF a Discharge Summary is completed and placed in inmate record.~~
~~Measure: Documented by DC4-657 Discharge Summary for Inpatient Mental Health Care in the health record.~~
~~Standard: Achievement of outcome must meet one hundred percent (100%).~~
~~Reference: HSB 15.05.05 Inpatient Mental Health Services, Section IV, B.~~

~~3.34.1.2.4 Isolation Management Rooms and Observation Cells~~

~~Outcome: Isolation Management Rooms are certified by authorized mental health staff for housing inmates at risk for self-harm.~~
~~Measure: Documentation on DC4-527 Checklist for Review of Isolation Management Room/Observation Cell retained by the institution.~~
~~Standard: Achievement of outcome must meet one hundred percent (100%).~~
~~Reference: Procedure 404.002 Isolation Management Rooms and Observation Cells; HSB 15.03.14, Standards for Isolation Management Rooms.~~

3.34.1.2.5 Access to Care (Mental Health)

1. ~~Mental Health Assessment~~

~~Outcome: A comprehensive and systematic program for identifying inmates who are suffering from mental disorder is maintained.~~
~~Measure: Documentation by DC4-706 Health Services Profile, DC4-644 Intake Psychological Screening Report.~~
~~Standard: Achievement of outcome must meet one hundred percent (100%).~~
~~Reference: HSB 15.05.14 Mental Health Services, Section III. B.~~

2. Orientation

Outcome: Inmates in the general population, regardless of assigned mental health grade, are oriented to mental health services within eight (8) calendar days of arrival at a permanent institution.
Measure: Mental health orientation documented in OBIS.
Standard: Achievement of outcome must meet ninety five percent (95%).
Reference: HSB: 15.05.18 Outpatient Mental Health Services, Section VI. B.

3. Inmate Requests

Outcome: Inmate-initiated requests are responded to within ten (10) working days of receipt.
Measure: Documentation of incidental note on DC4-642 Chronological Record of Outpatient Mental Health Care and DC6-236 Inmate Request in the health record.
Standard: Achievement of outcome must meet ninety-five percent (95%).
Reference: HSB: 15.05.18 Outpatient Mental Health Services, Section V, A.

4. Inmate-Declared Emergencies/Emergent Staff referrals

Outcome: Inmate-declared emergencies and emergent staff referrals are responded to as soon as possible, but must be within four (4) hours of notification.
Measure: Documentation on DC4-642G Mental Health Emergency Evaluation, DC4-683A Mental Health Emergency Protocol, in the health record, and DC4-781A, Mental Health Emergency Log.
Standard: Achievement of outcome must meet one hundred percent (100%).
Reference: HSB: 15.05.18 Outpatient Mental Health Services, Section V. A.

3.34.1.2.6 Reception Center Services

1. Continuity of Care – Psychotropic Medications

Outcome: If the inmate was taking psychotropic medication immediately prior to transfer from the county jail, the screening medical staff person arranges for continuity of such care, until such time as the inmate is seen by psychiatric staff.
Measure: Documentation on DC4-701A Medication Administration Record in the health record.
Standard: Achievement of outcome must meet one hundred percent (100%).
Reference: 15.05.17 Intake Mental Health Screening at Reception Centers, Section V. A.

2. Psychiatry Referral – Past History

Outcome: If the inmate received inpatient mental health care within the past six (6) months or received psychotropic medication for a mental health disorder in the past thirty (30) days, a psychiatric evaluation is completed within 10 days of referral.
Measure: Documentation on DC4-655 Psychiatric Evaluation in the health record.
Standard: Achievement of outcome must meet one hundred percent (100%).
Reference: HSB 15.05.17 Intake Mental Health Screening at Reception Centers Section V.A.; Procedure 401.014 Health Services Intake and Reception Process Section (3) (a-b).

3. Intake Screening – Psychological Testing

Outcome: Intake screening psychological testing is completed within fourteen (14) days for all new admissions to a reception center.
Measure: Documentation on DC4-644 Intake Psychological Screening Report in the health record.
Standard: Achievement of outcome must meet ninety percent (90%).
Reference: HSB 15.05.17 Intake Mental Health Screening at Reception Centers, Section IV. B.

~~4. Suicide Profile~~

~~Outcome: If the clinical interview reveals information about past suicide attempts or if the results of the Beck Hopelessness Scale are nine (9) or higher, a DC4-646 Initial Suicide Profile is completed.~~
~~Measure: Documentation on DC4-646 Initial Suicide Profile in the health record.~~
~~Standard: Achievement of outcome must meet one hundred percent (100%).~~
~~Reference: HSB 15.05.17 Intake Mental Health Screening at Reception Centers, Section IV. B. 6.~~

~~5. Mental Retardation Classification~~

~~Outcome: The Wechsler Adult Intelligence Scale III or other non-abbreviated, reputable, individually administered intelligence test is administered when the WASI score is <76 or the adaptive behavior checklist rating is <35.~~
~~Measure: Documentation on DC4-644 Intake Psychological Screening Report in the health record.~~
~~Standard: Achievement of outcome must meet ninety percent (90%).~~

~~Reference: HSB 15.05.17. Intake Mental Health Screening at Reception Centers Section IV.B.4.~~

~~6. Prior Records~~

~~Outcome: Requests of past treatment records are briefly documented as an incidental note on DC4-642.~~
~~Measure: Documentation of incidental note on DC4-642 Chronological Record of Outpatient Mental Health Care in the health record~~
~~Standard: Achievement of outcome must meet ninety percent (90%).~~
~~Reference: HSB 15.05.17 Intake Mental Health Screening at Reception Centers, Section IX. C.~~

3.34.1.2.7 Treatment Planning

1. Outpatient Individualized Service Plan

Outcome: The initial individualized service plan is completed within 14 (calendar) days of the inmate being assigned a mental health classification of S-2 or S-3.
Measure: Documentation on DC4-706 Health Services Profile, DC4-643A (Parts I, II, and III) Individualized Service Plan in the health record.
Standard: Achievement of outcome must meet ninety percent (90%).
Reference: HSB: 15.05.11 Planning and Implementation of Individualized Mental Health Services, Section V. A.

2. Inpatient Individualized Service Plan

Outcome: An Individualized Service Plan (ISP) is initiated and approved by the MDST within 14 days of admission to TCU, 5 days of admission to CSU, and 7 days of admission to CMHTF.
Measure: Documentation on DC4-643A (Parts I, II, and III) Individualized Service Plan; DC4-714B Physician Order Sheet in the health record or inpatient health record.
Standard: Achievement of outcome must meet ninety percent (90%).
Reference: HSB 15.05.11 Planning and Implementation of Individualized Mental Health Services

3.34.1.2.8 Outpatient Mental Health Services

1. Case Manager Assignment

Outcome: Inmates with a mental health grade of S-2 or S-3 have a case manager designated within three (3) business days of arrival at a permanent institution.
Measure: Documentation of incidental note on DC4-642 Chronological Record of Outpatient Mental Health Care in the health record.
Standard: Achievement of outcome must meet ninety five percent (95%).
Reference: HSB: 15.05.11 Planning and Implementation of Individualized Mental Health Services; 15.05.18 Outpatient Mental Health Services, Section VII. A. ACA Standard 4-4370

~~2. Case Management~~

~~Outcome: Case management is conducted at least every 90 days~~
~~Measure: Documentation on DC4-642D Outpatient Mental Health Case Management in the health record.~~
~~Standard: Achievement of outcome must meet ninety percent (90%).~~
~~Reference: HSB: 15.05.18 Outpatient Mental Health Services, Section VII. C.~~

3. Level of Care

Outcome: Inmates with a current diagnosis of Schizophrenia or other psychotic disorders including disorders with psychotic features are maintained as a mental health grade of S-3 or higher.
Measure: DC4-706 Health Services Profile and DC4-643A (Parts I, II, and III) Individualized Service Plan in the health record.
Standard: Achievement of outcome must meet ninety five percent (95%).
Reference: HSB: 15.05.18 Outpatient Mental Health Services, Section VII. D.

3.34.1.2.9 Suicide and Self Injury Prevention

1. ~~Suicide Prevention~~

~~Outcome: The number of suicide deaths per thousand inmates per fiscal year assigned to the facilities/region where the Contractor provides care will not exceed the Department's average rate of suicides per thousand inmates for the period from July 1, 2008 to June 30, 2011.~~
~~Measure: The number of inmate deaths by suicide per thousand inmates based on the average daily population during each fiscal year.~~
~~Standard: Suicide deaths per thousand inmates per fiscal year must be equal to or less than the Department's rate of suicides per thousand inmates for the preceding fiscal year.~~

2. ~~Suicide and Self-Injury Prevention Training~~

~~Outcome: Mental health staff receives yearly suicide and self-injury prevention training.~~
~~Measure: Suicide and self-harm prevention training records.~~
~~Standard: Achievement of outcome must meet one hundred percent (100%).~~
~~Reference: Procedure 404.001 Suicide and Self-Injury Prevention, Section 9. A.~~

3. Self-Harm Observation Status Initial Orders

Outcome: For inmates placed on Self-harm Observation Status, there is an order documented in the infirmary record by the attending clinician.
Measure: Documentation on DC4-714B Physician's Order Sheet in the infirmary health record.
Standard: Achievement of outcome must meet one hundred percent (100%).
Reference: Procedure 404.001 Suicide and Self-Injury Prevention, Section (1) (d).

4. SHOS/IMR Observations

Outcome: Observations are completed and recorded by nursing according to the interval specified by the Clinician.
Measure: Documentation on DC4-650

Standard: Achievement of outcome must meet one hundred percent (100%)
Reference: Health Service Bulletin 404.001 *Suicide and Self Injury Prevention;* Health Service Bulletin 15.05.05 *Inpatient Mental Health Services*

5. ~~Property Restrictions~~

~~Outcome: If the inmate's personal property is removed for reasons of safety, such property restrictions and the justifications are documented in the inmate's infirmary health record and reviewed at least every 72 hours to determine whether continuation of the restriction is necessary.~~
~~Measure: Documentation on DC4-714B Physician Order Sheet in the infirmary health record.~~
~~Standard: Achievement of outcome must meet one hundred percent (100%).~~
~~Reference: FAC 33-404.102~~

6. ~~Self-harm Observation Status Observation Frequency~~

~~Outcome: There is documentation that inmates on Self-harm Observation Status are visually checked by appropriate staff at least once every fifteen minutes.~~
~~Measure: Documentation on DC4-650 Observation Checklist in the infirmary health record.~~
~~Standard: Achievement of outcome must meet one hundred percent (100%).~~
~~Reference: Procedure 404.001 Suicide and Self-Injury Prevention, Section (1) (d).~~

7. Daily Counseling

Outcome: Daily counseling by mental health staff (except weekend and holidays) is conducted and documented as a SOAP note.
Measure: Documentation on DC4-714A Infirmary Progress Record in the infirmary record.
Standard: Achievement of outcome must meet ninety five percent (95%).
Reference: Procedure 404.001 Suicide and Self-Injury Prevention, Section (4) (b) 10; HSB 15.03.26 Infirmary Services, Sections V. D. 1 and VII. D.

8. ~~Infirmary Mental Health Care – Continued Stay~~

~~Outcome: The total duration of infirmary mental health care does not exceed fourteen (14) days before the inmate is discharged to a lower level of mental health care or referred to a higher level of care.~~
~~Measure: Documentation on DC4-714B Physician's Order Sheet in the infirmary health record.~~
~~Standard: Achievement of outcome must meet one hundred percent (100%).~~
~~Reference: Procedure 404.001 Suicide and Self-Injury Prevention Heading, Section (4) I 2. h.~~

9. Post-Discharge Continuity of Care

Outcome: Mental health staff evaluates relevant mental status and institutional adjustment at least at the following intervals: by the seventh (7^{th}) and twenty-first (21^{st}) day after discharge.

Measure: Documentation on DC4-642 Chronological Record of Outpatient Mental Health Care in the health record.
Standard: Achievement of outcome must meet ninety five percent (95%).
Reference: Procedure 404.001 Suicide and Self-Injury Prevention, Section (4) (e) 2.

3.34.1.2.10 Inpatient Mental Health Services

1. ~~Case Manager Assignment~~

~~Outcome: The case manager is assigned within 72 hours of admission to CSU, TCU, or CMHTF (excluding weekends and holidays).~~
~~Measure: Documentation on DC4-642F Chronological Record of Inpatient Mental Health Care in the inpatient health record.~~
~~Standard: Achievement of outcome must meet one hundred percent (100%).~~
~~Reference: HSB 15.05.11 Planning and Implementation of Individualized Mental Health Services, Section IV. A. 3.~~

2. Psychiatric Evaluation at Intake

Outcome: All patients receive a psychiatric evaluation within 72 hours of admission.
Measure: Documentation on DC4-655 Psychiatric Evaluation in the inpatient health record.
Standard: Achievement of outcome must meet one hundred percent (100%).
Reference: HSB 15.05.05 Inpatient Mental Health Services, Section IV. B. 4. g.

3. ~~Risk Assessment~~

~~Outcome: A risk assessment is completed within 72 hours of admission to a CSU by a team comprised of mental health staff, security staff, and classification staff.~~
~~Measure: Documentation on DC4-642F Chronological Record of Inpatient Mental Health Care in the inpatient health record.~~
~~Standard: Achievement of outcome must meet one hundred percent (100%).~~
~~Reference: HSB 15.05.05 Inpatient Mental Health Services, Sections IV. B. 4. i. and IV. B. 5. f; 33-404.108(5), F.A.C.~~

4. Planned Scheduled Services

Outcome: A minimum of 12 hours of planned scheduled services per week is available to each patient in a CSU and a TCU, and a minimum of 15 hours of planned scheduled services is available to each patient in a CMHTF.
Measure: Documentation on DC4-664 Mental Health Attendance Record or DC4-711A Affidavit of Refusal for Health Care in the inpatient health record.
Standard: Achievement of outcome must meet one hundred percent (100%).
Reference: Administrative Memorandum dated 7/8/2003, “Levels and Privileges System for Inpatient Mental Health Units”.

5. Assessments

Outcome: Nursing observations are documented in accordance with established policy.
Measure: Documentation on DC4-530, DC4-531, DC4-692, DC4-642

Standard: Achievement of outcome must meet ninety percent (90%)
Reference: Health Service Bulletin 15.05.05 *Inpatient Mental Health Services*

3.34.1.2.11 Psychiatric Restraints

1. ~~Physician Orders – Clinical Rationale~~

~~Outcome: Physician's orders document the clinical rationale for restraint.~~
~~Measure: Documentation on DC4-714B Physician's Order Sheet.~~
~~Standard: Achievement of outcome must meet one hundred percent (100%).~~
~~Reference: HSB 15.05.10 Psychiatric Restraint, Sections VIII. B and XI. A. 3.~~

2. Physician Orders – Duration

Outcome: Physician's orders document the maximum duration of the order for restraint.
Measure: Documentation on DC4-714B Physician's Order Sheet.
Standard: Achievement of outcome must meet one hundred percent (100%).
Reference: HSB 15.05.10 Inpatient Mental Health Services, Section XI. D.

3. ~~Physician Orders – Less Restrictive Measures Considered~~

~~Outcome: When psychiatric restraints or seclusion are ordered, the documentation that less restrictive alternatives are considered and the clinical rationale for the use of restraints is recorded in the inpatient record.~~
~~Measure: Documentation on DC4-714B Physician's Order Sheet or DC4-642F Chronological Record of Inpatient Mental Health Care~~
~~Standard: Achievement of outcome must meet one hundred percent (100%).~~
~~Reference: HSB 15.05.10 Inpatient Mental Health Services, Section IV. C.~~

4. Psychiatric Restraints – Nursing Observations and Assessments

Outcome: Pertinent observations and assessments are completed by nursing in accordance with established policy
Measure: Documentation on DC4-650A, DC4-642F, DC4-781J (restraint log)
Standard: Achievement of outcome must meet one hundred percent (100%)
Reference: HSB 15.05.10 *Psychiatric Restraint,* DC4-650A *Restraint Observation Checklist,* DC4- 642F *Chronological Record of Inpatient Mental Health Care*

5. ~~Physician Orders – Release Criteria~~

~~Outcome: Physician's orders document the behavioral criteria for release from restraints.~~
~~Measure: Documentation on DC4-714B Physician's Order Sheet or DC4-642F Chronological Record of Inpatient Mental Health Care~~
~~Standard: Achievement of outcome must meet one hundred percent (100%).~~
~~Reference: HSB 15.05.10 Inpatient Mental Health Services, Section X. A-E. and Section XI. A. 4.~~

3.34.1.2.12 Psychotropic Medication Management

1. Psychiatric Evaluation Prior to Initial Prescription

Outcome: A psychiatric evaluation is completed prior to initially prescribing psychotropics.
Measure: Documentation on DC4-655 Psychiatric Evaluation and by DC4-714B Physician's Order Sheet in the health record.
Standard: Achievement of outcome must meet one hundred percent (100%).
Reference: HSB 15.05.19 Psychotropic Medication Use Standards and Informed Consent, Section III. F.

2. Informed Consent

Outcome: Informed consent forms for psychotropic medications are completed.
Measure: Documentation by DC4-545 form series (Specific to psychotropic prescribed) in the health record.
Standard: Achievement of outcome must meet one hundred percent (100%).
Reference: HSB 15.05.19 Psychotropic Medication Use Standards and Informed Consent, Section III. I.

3. Required Labs – Initial

Outcome: Required laboratory tests are ordered for the initiation of psychotropic medication administration.
Measure: Documentation on DC4-714B Physician's Order Sheet in the health record.
Standard: Achievement of outcome must meet one hundred percent (100%).
Reference: HSB 15.05.19 Psychotropic Medication Use Standards and Informed Consent, Section III. F. 5.

4. ~~Required Labs – Follow-Up~~

~~Outcome: Required laboratory tests are ordered for follow-up of psychotropic medication administration.~~
~~Measure: Documentation on DC4-714B Physician's Order Sheet in the health record.~~
~~Standard: Achievement of outcome must meet one hundred percent (100%).~~
~~Reference: HSB 15.05.19 Psychotropic Medication Use Standards and Informed Consent, Section III. F. 5.~~

5. ~~Initial Psychiatric Follow-Up~~

~~Outcome: Initial Psychiatric follow-up is conducted at least once every two (2) weeks upon initiation of any new psychotropic medication for a period of four (4) weeks.~~
~~Measure: Documentation on DC4-642A Outpatient Psychiatric Follow-Up in the health record.~~
~~Critical Standard: Achievement of outcome must meet one hundred percent (100%).~~
~~Reference: HSB 15.05.19 Psychotropic Medication Use Standards and Informed Consent, Section III. F. 6.~~

6. ~~Rationale for Medication Adjustments~~

~~Outcome: The prescribing psychiatric practitioner includes the clinical rationale for medication adjustments.~~

~~Measure: Documentation on DC4-642A Outpatient Psychiatric Follow-up in the health record.~~
~~Critical Standard: Achievement of outcome must meet ninety percent (90%).~~
~~Reference: HSB 15.05.19 Section III.F.7.b.~~

~~7. AIMS Testing – Antipsychotic Medications~~

~~Outcome: For patients receiving antipsychotic medications, AIMS testing is administered every six (6) months.~~
~~Measure: Documentation by DC4-653 Abnormal Involuntary Movement Scale in the health record.~~
~~Standard: Achievement of outcome must meet ninety five percent (95%).~~
~~Reference: HSB 15.05.19 Psychotropic Medication Use Standards and Informed Consent, Section III. F. 8.~~

3.34.1.2.13 Use of Force

Mental Health Evaluation

Outcome: Medical staff, upon completing the medical examination following a use of force, makes a mental health referral for each inmate who is classified S-2 or S-3 on the health profile and sends it to mental health staff, which evaluates S2/S3 inmates no later than the next working day following a use of force.
Measure: Documentation on DC4-529 Staff Request/Referral and DC4-642B Mental Health Screening Evaluation in the health record.
Standard: Achievement of outcome must meet one hundred percent (100%).
Reference: Administrative Rule: 33-602.210.

3.34.1.2.14 Confinement/Special Housing Services

1. Confinement Evaluations (S3)

Outcome: Each inmate who is classified as S-3 and who is assigned to administrative or disciplinary confinement, protective management, or close management status receives a mental status examination within five days of assignment and every 30 days thereafter.
Measure: Documentation on DC4-642B Mental Health Screening Evaluation in the health record.
Standard: Achievement of standard must meet ninety five percent (95%).
Reference: HSB 15.05.08 Mental Health Services for Inmates who are Assigned to Confinement, Protective Management or Close Management Status, Section II. G.

2. Confinement Evaluations (S1/S2)

Outcome: Each inmate who is classified as S-1 or S-2 and who is assigned to administrative or disciplinary confinement, protective management, or close management status receives a mental status examination within 30 days and every 90 days thereafter.
Measure: Documentation on DC4-642B Mental Health Screening Evaluation in the health record.
Standard: Achievement of standard must ninety five percent (95%).

Reference: HSB 15.05.08 Mental Health Services for Inmates who are Assigned to Confinement, Protective Management or Close Management Status, Section II. H.

3. Confinement Rounds

Outcome: Mental health staff performs weekly rounds in each confinement unit.
Measure: Documentation on DC6-229 Daily Record of Segregation.
Standard: Achievement of outcome must meet one hundred percent (100%).
Reference: HSB: 15.05.08 Mental Health Services for Inmates who are Assigned to Confinement, Protective Management or Close Management Status, Section II. D.

4. Behavioral Risk Assessments (BRA)

Outcome: The BRA is completed at the required intervals regardless of S-grade or housing assignment, including when the CM inmate is housed outside the CM unit in order to access necessary medical or mental health care.
Measure: Documentation on DC4-729 Behavioral Risk Assessment in the health record.
Standard: Achievement of outcome must meet ninety percent (90%).
Reference: FAC 33-601.800 Close Management

5. ~~Close Management Out of Cell Activities~~

~~Outcome: CM inmates are allowed out of their cells to receive mental health services as specified in their ISP unless, within the past four (4) hours, the inmate has displayed hostile, threatening, or other behavior that could present a danger to others.~~
~~Measure: Documentation on DC4-642 Chronological Record of Outpatient Mental Health Care in the health record.~~
~~Standard: Achievement of outcome must meet ninety percent (90%).~~
~~Reference: FAC 33-601.800 Close Management~~

3.34.1.2.15 Sex Offender Screening and Treatment

Outcome: All identified sex offenders at a permanent institution whose current sentence is a sex offense has a completed sex offender screening as a part of their medical record.
Measure: Documentation on DC4 647 Sex Offender Screening and Selection in the health record and/or review of OBIS (DC26 MH07 screens)
Standard: Achievement of outcome must meet ninety percent (90%).
Reference: HSB: 15.05.03 Screening and Treatment for Sexual Disorder, Section II. A.

3.34.1.2.16 Re-Entry Services

1. Initiation of Re-entry Services

Outcome: All inmates with a mental health grade of S-2 through S-6 who are within 180 days of End of Sentence (EOS) have an updated Individualized Service Plan to address Discharge/Aftercare Planning.

Measure: Documentation on DC4-643A (Parts I, II, and III) Individualized Service Plan in the health record.
Standard: Achievement of outcome must meet one hundred percent (100%).
Reference: HSB: 15.05.21 Mental Health Re-Entry Aftercare Planning Services, Section VII. A.

2. ~~Continuity of Care~~

~~Outcome: Inmates with a mental health grade of S-3 through S-6 or with a diagnosis of mental retardation who are between forty five (45) and thirty (30) days of release shall have a copy of DC4-661 Summary of Outpatient Mental Health Care or DC4-657 Discharge Summary for Inpatient Mental Health Care in their medical record.~~
~~Measure: Documentation of incidental note on DC4-642 Chronological Record of Outpatient Mental Health Care and DC4-661 Summary of Outpatient Mental Health Care or DC4-657 Discharge Summary for Inpatient Mental Health Care in the health record.~~
~~Standard: Achievement of outcome must meet one hundred percent (100%).~~
~~Reference: HSB: 15.05.21 Mental Health Re-Entry Aftercare Planning Services, Section VII. H., or if inmate has EOS'd, OBIS entry for MHEOS with OPTS.~~

3.34.1.3 DENTAL SERVICES

3.34.1.3.1 Access to Dental Care

1. Outcome: A complete dental intake examination is performed by a dentist at a Reception Center within seven (7) days of arrival.
Measure: Review the DC4-735, Dental Clinical Examination Report and DC4-724, Dental Treatment Record.
Standard: Achievement of outcome must meet one hundred percent (100%).
Reference: FAC Rule 33-402.101, HSB 15.04.13

2. Outcome: Any dental emergency is evaluated and/or treated within twenty four (24) hours by the dentist, or in the event the dentist is not available, by referral to the medical department or local dentist/hospital.
Measure: Review available documentation such as the OBIS-HS computer system for dental emergencies, along with the DC4-724, Dental Treatment Record.
Standard: Achievement of outcome must meet one hundred percent (100%).
Reference: FAC Rule 33-402.101, HSB 15.04.13

3. Outcome: Dental sick call is conducted on a daily basis when the dentist is present to provide dental access to those inmates who cannot wait for a routine dental appointment and yet do not meet the criteria for emergency dental care. In the event the dentist is absent for more than seventy two (72) hours medical staff are to evaluate and triage the inmate according to established protocols.
Measure: Review available documentation such as the OBIS-HS computer system, inmate requests, DC4-724, Dental Treatment Record and DC4-701, Chronological Record of Health Care.
Standard: Achievement of outcome must meet One hundred percent (100%).
Reference: HSB15.04.13

3.34.1.3.2 Wait Times

Measure: Review the consult/referral logs, radiographs, DC4-724, Dental Treatment Record and DC4-702, Consultation Request.
Standard: Achievement of outcome must meet one hundred percent (100%).
Reference: Community Standard of Care

3.34.1.3.14 Prescriptions

Outcome: Antibiotics and analgesics are prescribed when indicated, are appropriate for the clinical condition being treated, and delivered within twenty-four (24) hours to the inmate.
Measure: Review prescriptions, radiographs, DC4-724, Dental Treatment Record.
Standard: Achievement of outcome must meet or exceed ninety five percent (95%).
Reference: Community Standard of Care

3.34.1.3.15 Trauma/Cancer

Outcome: Inmates presenting with head and neck trauma or cancer are immediately treated and/or referred to an appropriate provider for follow-up care.
Measure: Review DC4-724, Dental Treatment Record, DC4-702, Consultation Request, consult/referral logs and radiographs/lab reports.
Standard: Achievement of outcome must meet one hundred percent (100%).
Reference: Community Standard of Care

~~3.34.1.3.16 Infection Control~~

1. ~~Outcome: Dental staff members wear gloves, masks and gowns when providing direct patient care.~~
   ~~Measure: Direct observation of dental staff.~~
   ~~Standard: Achievement of outcome must meet one hundred percent (100%).~~
   ~~Reference: HSB 15.04.13,FAC Rule 64B5-25~~

2. ~~Outcome: All dental instruments are bagged and autoclaved.~~
   ~~Measure: Direct observation.~~
   ~~Standard: Achievement of outcome must meet one hundred percent (100%).~~
   ~~Reference: HSB 15.04.13,FAC Rule 64B5-25~~

3. ~~Outcome: The autoclave is spore tested once per week and the results are documented on the Autoclave Log DC4-765P.~~
   ~~Measure: Review of Autoclave Log DC4-765P.~~
   ~~Standard: Achievement of outcome must meet one hundred percent (100%).~~
   ~~Reference: HSB 15.04.13,FAC Rule 64B5-25~~

4. ~~Outcome: Adverse autoclave results are addressed immediately.~~
   ~~Measure: Review Autoclave Log, DC4-765P.~~
   ~~Standard: Achievement of outcome must meet one hundred percent (100%).~~
   ~~Reference: HSB 15.04.13,FAC Rule 64B5-25~~

3.34.1.3.17 Dental Radiography

1. Outcome: Each x-ray machine is registered thru the State of Florida and the registration certificates are posted near the machines.
   Measure: X-Ray machine registration certificates.

Standard: Achievement of outcome must meet one hundred percent (100%).
Reference: HSB 15.04.06, HSB 15.04.13, FAC Rule 64B5-9

2. Outcome: All x-ray machine operators are certified in dental radiology theory and technique in accordance with Florida Board of Dentistry Rules.
   Measure: Dental Assistant radiology certificates.
   Standard: Achievement of outcome must meet one hundred percent (100%).
   Reference: HSB 15.04.06, HSB 15.04.13, FAC Rule 64B5-9

3. Outcome: Dental radiographs are of diagnostic quality.
   Measure: Review radiographs, DC4-724, Dental Treatment Record.
   Standard: Achievement of outcome must meet or exceed ninety five percent (95%).
   Reference: HSB 15.04.06, HSB 15.04.13, FAC Rule 64B5-9

3.34.1.3.18 Refusal of Dental Services

Outcome: Inmates refusing dental treatment sign a refusal form and documentation is placed in the dental record.
Measure: Dental Treatment Record, DC4-724, and DC4-711A, Refusal of Health Care Services.
Standard: Achievement of outcome must meet one hundred percent (100%).
Reference: FAC 33-401.105, Procedure 401.002

~~3.34.1.3.19 Tool and Sensitive Item Control~~

~~Outcome: Dental instruments and materials are accounted for in accordance with Procedure 602.037, Tools and sensitive Item Control.~~
~~Measure: Review all security dental tool control logs.~~
~~Standard: Achievement of outcome must meet one hundred percent (100%).~~
~~Reference: Procedure 602.037~~

3.34.1.3.20 Dental Record Review

Outcome: A Dental Record Review is to be done by a dental staff member on all new inmate arrivals at an institution within seven (7) days of arrival.
Measure: Review OBIS reports and DC4-724, Dental Treatment Record.
Standard: Achievement of outcome must meet or exceed ninety five percent (95%).
Reference: HSB 15.04.13

3.34.1.4 MEDICATION MANAGEMENT/ PHARMACY SERVICES

3.34.1.4.1 Medication Therapy Review

Outcome: All medications are dispensed for the appropriate diagnosis and in therapeutic dosage ranges as determined in the most current editions of Drug Facts and Comparisons, Physicians' Desk Reference, or the package insert or pursuant to an approved DER.
Measure: Review medication regimen therapy
Critical Standard: Achievement of outcome must be ninety-five percent (95%).
Reference: TI 15.14.04 app A; Procedure 403.007; HSB 15.05.19; 64B16-27.810 F.A.C.; 64B16-28.501 F.A.C.; 64B16-28.502 F.A.C.; 64B16-28.702 F.A.C.

Reference: Approved staffing plan and Section 5.6.9 of this RFP.

2. Outcome: Supervision of staff is provided in accordance with statutory requirements for medical, nursing, dental, mental health and pharmacy.
   Measure: Review of qualifications of supervisory staff to verify appropriate licensure and certification, and documentation of any required supervision.
   Standard: Achievement of Outcome must be one hundred percent (100%).
   Reference: Chapters 458, 459, 464, 466, 490 and 491, Florida Statutes.

3.34.1.5.10 Quality Management

1. Quality Management Reports

   Outcome: The contractor submits quality management in accordance with policy.
   Measure: Contractor submits reports and corrective action plans in accordance with requirements.
   Standard: Achievement of Outcome must be ninety-five percent (95%).
   Reference: HSB 15.09.01

2. Risk Management Reports

   Outcome: The contractor submits risk management reports in accordance with policy.
   Measure: Contractor submits reports and corrective action plans in accordance with requirements.
   Standard: Achievement of Outcome must be ninety-five percent (95%).
   Reference: HSB 15.09.08

3. Compliance with Credentialing Standards

   Outcome: Credentialing records shall comply with all requirements established by the Department.
   Measure: Review of credential records compared to Department standards.
   Standard: Achievement of Outcome must meet one hundred percent (100%).
   Reference: Health Services Bulletin 15.09.05, Credentialing and Privileging Procedures.
   NOTE: The Department anticipates revising and streamlining the credentialing requirements prior to the start of any contracts resulting from this RFP.

4. Mortality Review

   a. E-form Death Notification

      Outcome: An e-form death notification will be sent in accordance with time frames established in policy
      Measure: The date the Central Office Mortality Review Coordinator receives the e-form death notification.
      Standard: Achievement of Outcome must be met one hundred percent (100%).
      Reference: HSB 15.09.09

Medical Billing Validation	MDI
MORTALITY data – death certificates	DOH
Ameripath Form 1500	AmeriPath
Transfer Clinlab data to DOH	DOH
FTP HL7 FILES TO SPECTRA	Specta
FTP HL7 FILES TO CLINLAB	Clinlab
FTP HL7 FILES TO DOH	DOH
FTP HL7 FILES TO CARESTREAM	Carestream
FTP HL7 BASELINE FILE TO SPECTRA	Spectra
FTP HL7 FILES TO UF	University of Florida

2. Repeated Outages

Outcome: There will be no instances of outages occurring for the same reason as a previously detected outage.
Measure: Repetition of unplanned outages or major problems.
Standard: 99% of unplanned outages will be resolved in such a way that the root cause of the problem is determined, and a fix is in place to prevent it from happening again in the same day.

3. Recovery Time

Outcome: Services will be returned to operation within performance target timeframe while still ensuring the outage will not reoccur in less than five minutes.
Measure: The amount of time from an unplanned outage of a service until the service is again available to its users. This shall be measured on a fiscal year basis.
Standard: In 98% of unplanned outages the service will be available in less than one hour after being reported as unavailable.

4. Minimum Acceptable Monthly Service Availability

Outcome: Services will be returned to operation within performance target timeframes.
Measure: The amount of time the Contractor's system is available for use outside schedule availability.
Standard: On a monthly basis, the systems are available for use a minimum of 99.99% of the time.

3.34.2 Other Contract Requirements

The Department shall monitor the Contractor's performance to ensure that all other terms and conditions of the Contract, not included in Section 3.34.1, Performance Outcomes, Measures, and Standards, are complied with at all times by the Contractor.

~~NOTE: Failure to comply with Other Contract Requirements will subject the Contractor to liquidated damages per Section 3.36.11; however, damages will not apply to deficiencies regarding invoice submission.~~

3.35 Monitoring Methodology

The Department may utilize any or all of the following monitoring methodologies in monitoring the Contractor's performance under the Contract and in determining compliance with contract terms and conditions:

- desk review of records related to service delivery maintained at Department facilities serviced by the Contract (shall include any documents and databases pertaining to the contract and may be based on all documents and data or a sampling of same whether random or statistical);
- on-site review of records maintained at Contractor's business location, if applicable;
- interviews with Contractor and/or Department staff;
- review of grievances filed by inmates regarding Contractor's service delivery; and
- review of monitoring, audits, investigations, reviews, evaluations, or other actions by external agencies (e.g., American Correctional Association and/or National Commission on Correctional Health Care, Department of Health, etc.).

A Contract Monitoring tool will be developed and administered by the Department's Office of Health Services in accordance with the requirements in this contract. The monitoring tool will be utilized in review of Contractor's performance.

To further assist in the contract monitoring process, the Department has established a Contractor's Self-Certification of Compliance checklist, which will be incorporated as an attachment to the Contract Monitoring tool to be developed. The Self-Certification of Compliance will be retained in the Contract Manager's file and the official Contract file. The Contractor shall complete the Self-Certification of Compliance checklist within thirty (30) days of execution of this Contract and forward the original to the Contract Manager. All documents referenced in the Self-Certification of Compliance checklist shall be maintained by the Contractor and copies shall be provided to the Department upon request, within three (3) business days.

3.35.1 Monitoring Performance Outcomes, Measures, and Standards

Performance will be continuously monitored for contract compliance and measured against the requirements as contained in this Contract and all other applicable standards in accordance with Department policies. The Department's Office of Health Services will conduct ~~quarterly~~ semi-annual site visits, and annual assessments of contract performance and compliance. Other monitoring site visits may be conducted as needed. For those Performance Outcomes that have monthly standards, monitoring shall be conducted ~~quarterly~~ semi-annually, but will measure monthly performance. Performance shall be measured as specified beginning no sooner than the sixty-first (61st) day after services have been implemented.

If the Department determines the Contractor has failed a Performance Outcome and Standard, the Contractor will be sent a formal Contract communication in accordance with Section 3.24, Communications.

The Contractor will be provided with information-specific to any such non-compliance, in order to adequately investigate the issue. Contractor will be given thirty (30) days, a reasonable time frame to create and implement a corrective action plan.

The Contractor shall have an opportunity to respond to and request a review of the Department's Office of Health Services findings of non-compliance within ten (10) days of receipt of the written notice. The Assistant Secretary will make a final decision on the corrective action within fifteen (15) days of the review.

Corrective action shall be completed within the reasonable time frame given in the written notice or, if a review is requested, within thirty (30) days of final decision. Should the Contractor fail ~~Failure~~ to cure an issue of non-compliance to the reasonable satisfaction of the Department, the Department reserves the right to seek damages it is entitled to under law and/or termination ~~will result in liquidated damages and / or cancellation~~ of this contract.

~~Note: The Contractor shall correct all identified non-compliant service delivery issues related to the Contractor's failure to meet the Performance Outcomes and Standards identified in Section 3.34.1, Performance Outcomes, Measures, and Standards; however, this shall not negate the fact that a Performance Outcome and Standard has not been met and that liquidated damages will be imposed in accordance with Section 3.36, Liquidated Damages.~~

~~Notwithstanding the above, liquidated damages will be assessed as prescribed in Section 3.36, Liquidated Damages. The thirty (30) day cure period applies to the time for corrective action and not the assessment of liquidated damages.~~

3.35.2 Rights to Examine, Audit and Administer Resources

The Contractor will permit online and onsite visits by Department's authorized employees, officers, inspectors and agents during an administrative or criminal investigation. The process can begin with either declaration of a computer security incident (CSIRT) from the Department's CIO or Information Security Officer or directly from the Department's Inspector General.

The Contractor will make available any and all operating system computer logs generated by the mainframe, servers, routers and switches as requested. If requested the Contractor will provide the Department with administrative level on-line access to the server console interfaces and logs.

Right to Audit: The Contractor will permit and facilitate both physical and virtual access to the mainframe, servers, intrusion prevention system, firewalls, routers and switches by the Department's authorized audit staff or representatives. Such access may include both internal and external security scans of those resources.

In certain criminal investigations it may be necessary for the Department to seize control of the mainframe or servers for the purpose of evidentiary control, pursuant to Sections 20.055 and 944.31, Florida Statutes.

3.35.3 Monitoring Other Contract Requirements

Monitoring for Other Contract Requirements, identified in Section 3.34.2, will be conducted as determined necessary, but no less than annually, beginning no sooner than the sixty-first (61st) day after services have been implemented. A Contract Monitoring tool will be developed by the Department's Office of Health Services. The monitoring tool will be utilized in review of the Contractor's performance. Such monitoring may include, but is not limited to, both announced and unannounced site visits.

To ensure the Contract Monitoring process is conducted in the most efficient manner, the Department has established a Contractor's Self-Certification of Compliance checklist, which will be incorporated as an attachment to the Contract Monitoring tool to be developed. The Self-Certification of Compliance will be retained in the Contract Manager's file and the official Contract file. The Contractor shall complete the Self-Certification of Compliance checklist within thirty (30) days of execution of the Contract resulting from this RFP and forward the original to the Contract Manager.

The Department's Contract Monitor or designee will provide a written monitoring report to the Contractor within three (3) weeks of a monitoring visit. Non-compliance issues identified by the Contract Manager or designee will be identified in detail to provide opportunity for correction where feasible.

Within ten (10) days of receipt of the Department's written monitoring report (which may be transmitted by e-mail), the Contractor shall provide a formal Corrective Action Plan (CAP) to the Contract Manager (e-mail acceptable) in response to all noted deficiencies to include responsible individuals and required time frames for achieving compliance. Unless specifically agreed upon in writing by the Department, time frames for compliance shall not exceed thirty (30) days from the date of receipt of the monitoring report by the Contractor. CAP's that do not contain all information required shall be rejected by the Department in writing (e-mail acceptable). The Contractor shall have five (5) days from the receipt of such written rejection to submit a revised CAP; this will not increase the required time for achieving compliance. All noted deficiencies shall be corrected within the time frames identified. ~~or the Department will impose liquidated damages in accordance with Section 3.36, Liquidated Damages.~~ The Contract Manager, Contract Monitoring Team, or other designated Department staff may conduct follow-up monitoring at any time to determine compliance based upon the submitted CAP.

The Department reserves the right for any Department staff to make scheduled or unscheduled, announced or unannounced monitoring visits.

During follow-up monitoring, any noted failure by the Contractor to correct deficiencies for Other Contract Requirement violations identified in the monitoring report within the time frame specified in the CAP shall result in application of liquidated damages as specified in Section 3.36.11, Liquidated Damages for Other Contract Requirements.

3.35.4 Repeated Instances

Repeated instances of failure to meet either the Performance Outcomes and Standards or Other Contract Requirements Outcomes and Standards or to correct deficiencies thereof may, in addition to imposition of liquidated damages, result in determination of Breach of Contract and/or termination of the Contract in accordance with Section 7.3, Termination.

3.36 Liquidated Damages

By executing any Contract that results from this RFP, the Contractor expressly agrees to the imposition of liquidated damages, in addition to all other remedies available to the Department by law.

The Department's Contract Manager will provide written notice to the Contractor's Representative of all liquidated damages assessed, accompanied by detail sufficient for justification of assessment. Within ten (10) days of receipt of a written notice of demand for damages due, the Contractor shall forward payment to the Contract Manager. Payment shall be for the appropriate amount, be made payable to the Department, and be in the form of a cashier's check or money order. As an alternative, the Contractor may issue a credit, for the amount of the liquidated damages due, on the next monthly invoice following imposition of damages; documentation of the amount of damages imposed shall be included with the invoice.

3.36.1 Accreditation

Liquidated damages will be assessed for the failure to maintain compliance with mandatory health standards or lack of sufficient compliance with non-mandatory health standards which result in the failure any of the institutions within the Department to be reaccredited (Section 3.34.1.5.1), provided any such failure is the sole result of Contractor's actions or omission. Contractor agrees to pay liquidated damages in the amount of $50,000 per institution. In addition, the Contractor shall be responsible for any fee associated with a re-audit by ACA and/or NCCHC, provided such re-audit is the sole result of Contractor's actions or inactions.

If Contractor becomes aware of actions or omissions by the Department or a third party that interferes with Contractor meeting or maintaining ACA and/or NCCHC health standards, Contractor must immediately notify the Department and the third party in writing, as appropriate.

3.36.2 Staffing

3.36.2.1 Positions Not Staffed per Staffing Plan

In the event that on any day and/or shift, one or more healthcare staff positions are not staffed as agreed upon in the contract by a person or persons possessing qualifications at least as high as those required by that position(s), a $1,000 deduction equal to the salary and benefits of the vacant staff per vacancy shall be made from the monthly contractual payment to the Contractor. Cross-coverage (one individual assigned to two positions simultaneously) will not be considered coverage under the contract. However, the Department will allow the Contractor to utilize contracted staffing options to staff positions full-time. In addition, the Contractor may utilize temporary part-time employees to fill vacancies for a period not to exceed one two weeks, without penalty.

3.36.2.2 90% of Required Staffing within 30 Days

A transition penalty of $5,000 per week per institution shall be assessed against the Contractor for failing to have at least 90% of the required staffing hours on site as of 30 days after the transition implementation effective date of the contract. However, the Department will allow the contractor to utilize contracted staffing options to staff positions full-time. In addition, the contractor may utilize part-time employees to fill vacancies for a period not

to exceed one two weeks, without penalty. The transition penalty will apply, even if the aggregate staffing exceeds 90% of the required staffing hours, if the facility does not have a designated health service administrator, designated primary care physician, or designated senior registered nurse supervisor.

3.36.2.3 Staffing Levels Deficiencies

In the event staffing levels fall below five percent (5%) of staffing plan as required in Section 3.34.1.5.9, liquidated damages in the amount of one thousand dollars ($1,000) per day, per institution shall be imposed until such time as the deficiency is corrected. However, the Department will allow the contractor to utilize contracted staffing options to staff positions full-time. In addition, the Contractor may utilize temporary part-time employees to fill vacancies for a period not to exceed one two weeks, without penalty.

3.36.3 Medical Services

3.36.3.1 Access to Care

For failure to maintain compliance with Section 3.34.1.1.1, liquidated damages in the amount of two hundred fifty dollars ($250) times the number of inmates who did not have access to care will be assessed for each institution for each calendar quarter of non-compliance.

3.36.3.2 Reception

For failure to maintain compliance with Section 3.34.1.1.3.1, liquidated damages in the amount of two hundred fifty dollars ($250) times the number of inmates for whom screening were not completed will be assessed for each institution for each calendar quarter of non-compliance.

3.36.3.3 Health Appraisals

For failure to maintain compliance with Section 3.34.1.1.3.2, liquidated damages in the amount of two hundred fifty dollars ($250) times the number of inmates for whom health appraisals were not completed within fourteen (14) days of arrival will be assessed for each institution for each calendar quarter of non-compliance.

3.36.3.4 Pre-release Planning

For failure to maintain compliance with Section 3.34.1.1.4, liquidated damages in the amount of two hundred fifty dollars ($250) times the number of inmates whom HIV Testing was not performed will be assessed for each institution for each calendar quarter of non-compliance.

3.36.3.5 Specialized Medical Care

For failure to maintain compliance with Section 3.34.1.1.6, liquidated damages will be assessed for the individual measures outlined below at each institution as follows:

1. Inmates who need specialized care that cannot be provided by the contractor will receive a specialty consultation appointment as clinically indicated - liquidated damages in the amount of two hundred fifty dollars ($250) times the number of inmates who were not referred for specialty care when needed will be assessed for each institution for each calendar quarter of non-compliance.
2. Follow up care after Specialty Consultation - liquidated damages in the amount of two hundred fifty dollars ($250) times the number of inmates who were not referred for specialty care when needed will be assessed for each institution for each calendar quarter of non-compliance.

3.36.3.6 Chronic Illness Clinics

For failure to maintain compliance with Section 3.34.1.1.10.2, liquidated damages in the amount of two hundred fifty dollars ($250) times the number of inmates who were not seen by a clinician for chronic illness care according to HSB 15.03.05 will be assessed for each institution for each calendar quarter of non-compliance.

3.36.3.7 Lab Testing and Results

For failure to maintain compliance with Section 3.34.1.1.11.3, liquidated damages in the amount of two hundred fifty dollars ($250) times the number of patients for whom the clinician failed to order and implement a plan of care for abnormal diagnostics labs results will be assessed.

3.36.3.8 OB/GYN Care

For failure to maintain compliance with Section 3.34.1.1.12, liquidated damages will be assessed for the individual measures outlined below at each institution as follows:

1. Routine screening mammograms are performed in accordance with policy - liquidated damages in the amount of five two hundred and fifty dollars ($500 $250) times the number of inmates who did not receive a mammogram as outlined in HSB 15.03.24 will be assessed for each institution for each calendar quarter of non-compliance.

2. Mammography shall be performed on all inmates with suspicious breast masses or lumps - liquidated damages in the amount of five hundred dollars ($500) times the number of inmates who did not receive a mammogram as outlined in HSB 15.03.24 will be assessed for each institution for each calendar quarter of non-compliance.

3.36.3.9 Sick Call Request Process

1. For failure to maintain compliance with Section 3.34.1.1.13.2.a, liquidated damages in the amount of two hundred fifty dollars ($250) times the number of inmates who were not able to access Sick Call in Confinement will be assessed for each institution for each calendar quarter of non-compliance.

2. For failure to maintain compliance with Section 3.34.1.1.13.2.b, liquidated damages in the amount of two hundred fifty dollars ($250) times the number of sick call requests not triaged within twenty four (24) hours time frame will be assessed for each institution for each calendar quarter of non-compliance.

3.36.3.10 Infirmary Services

1. For failure to maintain compliance with Section 3.34.1.1.20.2, liquidated damages in the amount of two hundred fifty dollars ($250) will be assessed for every twenty four (24) hour period there was not an on-call physician at each institution for each calendar quarter of non-compliance.

2. For failure to maintain compliance with Section 3.34.1.1.20.3, liquidated damages in the amount of two hundred fifty dollars ($250) will be assessed for each day a physician did not perform infirmary rounds at each institution for each calendar quarter of non-compliance.

3. For failure to maintain compliance with Section 3.34.1.1.20.7, liquidated damages in the amount of two hundred fifty dollars ($250) times the number inmates who did not

receive a timely discharge summary will be assessed for each institution for each calendar quarter of non-compliance.

3.36.3.11 Periodic Screening

For failure to maintain compliance with Section 3.34.1.1.21, liquidated damages in the amount of two hundred fifty dollars ($250) times the number inmates who did not receive a Periodic Screening will be assessed for each institution for each calendar quarter of non-compliance.

3.36.3.12 Infection Control and Communicable Disease

For failure to maintain compliance with Section 3.34.1.1.29, liquidated damages in the amount of five hundred dollars ($500) will be assessed for each unreported Disease and Condition to the Department of Health for each institution for each calendar quarter of non-compliance.

3.36.3.13 Inmate Communicable Disease Education

For failure to maintain compliance with Section 3.34.1.1.30, liquidated damages in the amount of two hundred fifty dollars ($250) times the number of inmates who did not receive Communicable Disease Education will be assessed for each institution for each calendar quarter of non-compliance.

3.36.3.14 Immunization Administration and Documentation

For failure to maintain compliance with Section 3.34.1.1.32.2., liquidated damages in the amount of two hundred fifty dollars ($250) times the number of inmates who did not receive immunizations in accordance with established policy will be assessed for each institution for each calendar quarter of non-compliance.

3.36.3.15 Infection Control Surveillance and Monitoring

For failure to maintain compliance with Section 3.34.1.1.34, liquidated damages will be assessed for the individual measures outlined below at each institution as follows:

1. Continuity of Tuberculosis Treatment at End of Sentence – liquidated damages in the amount of five hundred dollars ($500) will be assessed for each inmate who did not receive continuity of tuberculosis treatment at end-of-sentence at each institution for each calendar quarter of non-compliance.

2. Tuberculosis Contact Investigations - liquidated damages in the amount of five hundred dollars ($500) will be assessed for each Tuberculosis Contact Investigation not conducted and completed at each institution for each calendar quarter of non-compliance.

3.36.3.16 Dialysis Services

For failure to maintain compliance with Section 3.34.1.1.35, liquidated damages will be assessed for the individual measures outlined below at each institution as follows:

1. Compliance with Epidemiological Investigations/Infection Control Procedures and/or Reports/Audits - liquidated damages in the amount of one thousand dollars ($1,000) per day shall be imposed until such time as all noted deficiencies are corrected.

2. Wait Time for Urgent Requests - liquidated damages in the amount of one thousand dollars ($1,000) per day shall be imposed until such time as all noted deficiencies are corrected.

3.36.4 Mental Health Services

3.36.4.1 Informed Consent

For failure to maintain compliance with Section 3.34.1.2.1, liquidated damages in the amount of $10,000 $2,500 for each institution will be assessed for each calendar quarter of non-compliance.

3.36.4.2 Inpatient Referrals

For failure to maintain compliance with Section 3.34.1.2. 2, liquidated damages in the amount of $10,000 $1,000 for each institution will be assessed for each calendar quarter of non-compliance.

3.36.4.3 Discharge from Inpatient/Infirmary

For failure to maintain compliance with Section 3.34.1.2.3, liquidated damages in the amount of $10,000 $5,000 for each institution will be assessed for each calendar quarter of non-compliance.

3.36.4.4 Isolation Management Rooms and Observation Cells

For failure to maintain compliance with Section 3.34.1.2.4, liquidated damages in the amount of $10,000 $1,000 for each institution will be assessed for each calendar quarter of non-compliance.

3.36.4.5 Access to Care (Mental Health)

For failure to maintain compliance with Section 3.34.1.2.5, liquidated damages will be assessed for the individual measures outlined below at each institution as follows:

1. Mental Health Assessment - For failure to maintain compliance with Section 3.34.1.2.5.1, liquidated damages in the amount of $10,000 $5,000 for each institution will be assessed for each calendar quarter of non-compliance.

2. Orientation - For failure to maintain compliance with Section 3.34.1.2.5.2, liquidated damages in the amount of $5,000 $1,000 for each institution will be assessed for each calendar quarter of non-compliance.

3. Inmate Requests - For failure to maintain compliance with Section 3.34.1.2.5.3, liquidated damages in the amount of $5,000 for each institution will be assessed for each calendar quarter of non-compliance.

4. Inmate-Declared Emergencies/Emergent Staff referrals - For failure to maintain compliance with Section 3.34.1.2.5.4, liquidated damages in the amount of $10,000 $7,500 for each institution will be assessed for each calendar quarter of non-compliance.

3.36.4.6 Reception Center Services

For failure to maintain compliance with Section 3.34.1.2.6, liquidated damages will be assessed for the individual measures outlined below at each institution as follows:

1. Continuity of Care – Psychotropic Medications - For failure to maintain compliance with Section 3.34.1.2.6.1, liquidated damages in the amount of $10,000 $5,000 for each institution will be assessed for each calendar quarter of non-compliance.

2. Psychiatry Referral – Past History - For failure to maintain compliance with Section 3.34.1.2.6.2, liquidated damages in the amount of $10,000 $5,000 for each institution will be assessed for each calendar quarter of non-compliance.

3. Intake Screening – Psychological Testing - For failure to maintain compliance with Section 3.34.1.2.6.3, liquidated damages in the amount of $1,000 $500 for each institution will be assessed for each calendar quarter of non-compliance.

4. Suicide Profile - For failure to maintain compliance with Section 3.34.1.2.6.4, liquidated damages in the amount of $10,000 $5,000 for each institution will be assessed for each calendar quarter of non-compliance.

5. Mental Retardation Classification - For failure to maintain compliance with Section 3.34.1.2.6.5, liquidated damages in the amount of $1,000 $500 for each institution will be assessed for each calendar quarter of non-compliance.

6. Prior Records - For failure to maintain compliance with Section 3.34.1.2.6.6, liquidated damages in the amount of $1,000 $500 for each institution will be assessed for each calendar quarter of non-compliance.

3.36.4.7 Treatment Plan

For failure to maintain compliance with Section 3.34.1.2.7, liquidated damages will be assessed for the individual measures outlined below at each institution as follows:

1. Outpatient Individualized Service Plan- For failure to maintain compliance with Section 3.34.1.2.7.1, liquidated damages in the amount of $1,000 $500 for each institution will be assessed for each calendar quarter of non-compliance.

2. Inpatient Individualized Service Plan- For failure to maintain compliance with Section 3.34.1.2.7.2, liquidated damages in the amount of $1,000 $500 for each institution will be assessed for each calendar quarter of non-compliance.

3.36.4.8 Outpatient Mental Health Services

For failure to maintain compliance with Section 3.33.1.2.8, liquidated damages will be assessed for the individual measures outlined below at each institution as follows:

1. Case Manager Assignment - For failure to maintain compliance with Section 3.34.1.2.8.1, liquidated damages in the amount of $5,000 $1,000 for each institution will be assessed for each calendar quarter of non-compliance.

2. Case Management - For failure to maintain compliance with Section 3.34.1.2.8.2, liquidated damages in the amount of $1,000 $500 for each institution will be assessed for each calendar quarter of non-compliance.

3. Level of Care - For failure to maintain compliance with Section 3.34.1.2.8.3, liquidated damages in the amount of $5,000 $2,500 for each institution will be assessed for each calendar quarter of non-compliance.

3.36.4.9 Suicide and Self-Injury Prevention

For failure to maintain compliance with Section 3.34.1.2.9, liquidated damages will be assessed for the individual measures outlined below at each institution as follows:

1. Suicide Prevention - For failure to maintain compliance with Section 3.34.1.2.9.1, liquidated damages in the amount of $10,000 $5,000 for each institution will be assessed for each calendar quarter of non-compliance.

2. Suicide and Self-Injury Prevention Training - For failure to maintain compliance with Section 3.34.1.2.9.2, liquidated damages in the amount of $10,000 for each institution will be assessed for each calendar quarter of non-compliance.

3. Self-Harm Observation Status Initial Orders - For failure to maintain compliance with Section 3.34.1.2.9.3, liquidated damages in the amount of $10,000 $5,000 for each institution will be assessed for each calendar quarter of non-compliance.

4. SHOS/IMR Observations - For failure to maintain compliance with Section 3.34.1.2.9.4, liquidated damages in the amount of $10,000 $5,000 for each institution will be assessed for each calendar quarter of non-compliance.

5. Property Restrictions - For failure to maintain compliance with Section 3.34.1.2.9.5, liquidated damages in the amount of $10,000 $5,000 for each institution will be assessed for each calendar quarter of non-compliance.

6. Self-Harm Observations Status Observation Frequency - For failure to maintain compliance with Section 3.34.1.2.9.6, liquidated damages in the amount of $10,000 for each institution will be assessed for each calendar quarter of non-compliance.

7. Daily Counseling - For failure to maintain compliance with Section 3.34.1.2.9.7, liquidated damages in the amount of $5,000 $1,000 for each institution will be assessed for each calendar quarter of non-compliance.

8. Infirmary Mental Health Care – Continued Stay - For failure to maintain compliance with Section 3.34.1.2.9.8, liquidated damages in the amount of $10,000 $7,500 for each institution will be assessed for each calendar quarter of non-compliance.

9. Post-Discharge Continuity of Care - For failure to maintain compliance with Section 3.34.1.2.9.9, liquidated damages in the amount of $5,000 for each institution will be assessed for each calendar quarter of non-compliance.

3.36.4.10 Inpatient Mental Health Services

For failure to maintain compliance with Section 3.34.1.2.10, liquidated damages will be assessed for the individual measures outlined below at each institution as follows:

1. Case Manager Assignment - For failure to maintain compliance with Section 3.34.1.2.10.1, liquidated damages in the amount of $10,000 $1,000 for each institution will be assessed for each calendar quarter of non-compliance.

2. Psychiatric Evaluation at Intake - For failure to maintain compliance with Section 3.34.1.2.10.2, liquidated damages in the amount of $10,000 $5,000 for each institution will be assessed for each calendar quarter of non-compliance.

3. Risk Assessment - For failure to maintain compliance with Section 3.34.1.2.10.3, liquidated damages in the amount of $10,000 $2,500 for each institution will be assessed for each calendar quarter of non-compliance.

4. Planned Scheduled Services - For failure to maintain compliance with Section 3.34.1.2.10.4, liquidated damages in the amount of $10,000 $2,500 for each institution will be assessed for each calendar quarter of non-compliance.

5. Assessments - For failure to maintain compliance with Section 3.34.1.2.10.5, liquidated damages in the amount of $1,000 for each institution will be assessed for each calendar quarter of non-compliance.

3.36.4.11 Psychiatric Restraints

For failure to maintain compliance with Section 3.34.1.2.11, liquidated damages will be assessed for the individual measures outlined below at each institution as follows:

1. Physician Orders – Clinical Rationale - For failure to maintain compliance with Section 3.34.1.2.11.1, liquidated damages in the amount of $10,000 $7,500 for each institution will be assessed for each calendar quarter of non-compliance.

2. Physician Orders – Duration - For failure to maintain compliance with Section 3.34.1.2.11.2, liquidated damages in the amount of $10,000 $7,500 for each institution will be assessed for each calendar quarter of non-compliance.

3. Physician Orders – Less Restrictive Measures Considered - For failure to maintain compliance with Section 3.34.1.2.11.3, liquidated damages in the amount of $10,000 $7,500 for each institution will be assessed for each calendar quarter of non-compliance.

4. Psychiatric Restraints – Nursing Observations and assessments - For failure to maintain compliance with Section 3.34.1.2.11.4, liquidated damages in the amount of $10,000 $7,500 for each institution will be assessed for each calendar quarter of non-compliance.

5. Physician Orders – Release Criteria - For failure to maintain compliance with Section 3.34.1.2.11.5, liquidated damages in the amount of $10,000 $7,500 for each institution will be assessed for each calendar quarter of non-compliance.

3.36.4.12 Psychotropic Medication Management

For failure to maintain compliance with Section 3.34.1.2.12, liquidated damages will be assessed for the individual measures outlined below at each institution as follows:

1. Psychiatric Evaluation Prior to Initial Prescription - For failure to maintain compliance with Section 3.34.1.2.12.1, liquidated damages in the amount of $10,000 $7,500 for each institution will be assessed for each calendar quarter of non-compliance.

2. Informed Consent - For failure to maintain compliance with Section 3.34.1.2.12.2, liquidated damages in the amount of $10,000 $5,000 for each institution will be assessed for each calendar quarter of non-compliance.

3. Required Labs – Initial – For failure to maintain compliance with Section 3.34.1.2.12.3, liquidated damages in the amount of $10,000 $5,000 for each institution will be assessed for each calendar quarter of non-compliance.

4. Required labs – Follow-Up - For failure to maintain compliance with Section 3.34.1.2.12.4, liquidated damages in the amount of $10,000 $5,000 for each institution will be assessed for each calendar quarter of non-compliance.

5. Initial Psychiatric Follow-Up - For failure to maintain compliance with Section 3.34.1.2.12.5, liquidated damages in the amount of $10,000 $5,000 for each institution will be assessed for each calendar quarter of non-compliance.

6. Rationale for Medication Adjustments - For failure to maintain compliance with Section 3.34.1.2.12.6, liquidated damages in the amount of $10,000 $2,500 for each institution will be assessed for each calendar quarter of non-compliance.

7. AIMS testing – Antipsychotic Medications - For failure to maintain compliance with Section 3.34.1.2.12.7, liquidated damages in the amount of $5,000 $1,000 for each institution will be assessed for each calendar quarter of non-compliance.

3.36.4.13 Use of Force

For failure to maintain compliance with Section 3.34.1.2.13, liquidated damages in the amount of $5,000 for each institution will be assessed for each calendar quarter of non-compliance.

3.36.4.14 Confinement/Special Housing Services

For failure to maintain compliance with Section 3.34.1.2.14, liquidated damages will be assessed for the individual measures outlined below at each institution as follows:

1. Confinement Evaluations (S3) - For failure to maintain compliance with Section 3.34.1.2.14.1, liquidated damages in the amount of $5,000 $2,500 for each institution will be assessed for each calendar quarter of non-compliance.

2. Confinement Evaluations (S1/S2) - For failure to maintain compliance with Section 3.34.1.2.14.2, liquidated damages in the amount of $5,000 $2,500 for each institution will be assessed for each calendar quarter of non-compliance.

3. Confinement Rounds - For failure to maintain compliance with Section 3.34.1.2.14.3, liquidated damages in the amount of $5,000 for each institution will be assessed for each calendar quarter of non-compliance.

4. Behavioral Risk Assessments (BRA) - For failure to maintain compliance with Section 3.34.1.2.14.4, liquidated damages in the amount of $1,000 for each institution will be assessed for each calendar quarter of non-compliance.

5. Close Management Out of cell Activities - For failure to maintain compliance with Section 3.34.1.2.14.5, liquidated damages in the amount of $1,000 for each institution will be assessed for each calendar quarter of non-compliance

3.36.4.15 Sex Offender Screening and Treatment

For failure to maintain compliance with Section 3.34.1.2.15, liquidated damages in the amount of $1,000 for each institution will be assessed for each calendar quarter of non-compliance.

3.36.4.16 Re-Entry Services

For failure to maintain compliance with Section 3.34.1.2.16, liquidated damages will be assessed for the individual measures outlined below at each institution as follows:

1. Initiation of Re-Entry Services - For failure to maintain compliance with Section 3.34.1.2.16.1, liquidated damages in the amount of $10,000 $5,000 for each institution will be assessed for each calendar quarter of non-compliance.

2. Continuity of Care - For failure to maintain compliance with Section 3.34.1.2.16.2, liquidated damages in the amount of $10,000 $5,000 for each institution will be assessed for each calendar quarter of non-compliance.

3.36.5 Dental Services

3.36.5.1 Wait Times

For failure to maintain compliance with Section 3.34.1.3.2, liquidated damages will be assessed for the individual measures outlined below at each institution as follows:

1. Initial Waiting Times for Routine Comprehensive Dental Care (Section 3.34.1.3.2.1) - Liquidated damages in the amount of $5,000 two hundred and fifty dollars ($250) times the number of inmates for whom the initial wait after request for routine comprehensive dental care exceeds six (6) months will be assessed for each institution for each calendar quarter of non-compliance.

2. Wait time for Dental Appointments Between the First Appointment and Follow-Up Appointment (Section 3.34.1.3.2.2) - Liquidated damages in the amount of $5,000 two hundred and fifty dollars ($250) times the number of inmates for whom the wait time for dental appointments between the first appointment and the follow-up appointment exceeds three (3) months will be assessed for each institution for each calendar quarter of non-compliance.

3.36.5.2 Complete Dentures

For failure to maintain compliance with Section 3.34.1.3.9, liquidated damages in the amount of $5,000 $2,500 will be assessed for each institution for each calendar quarter of non-compliance.

3.36.5.3 Removable Partial Dentures

For failure to maintain compliance with Section 3.34.1.3.10, liquidated damages in the amount of $5,000 $2,500 will be assessed for each institution for each calendar quarter of non-compliance.

3.36.5.4 Oral Pathology Consults/Referrals

For failure to maintain compliance with Section 3.34.1.3.12, liquidated damages in the amount of $10,000 $5,000 will be assessed for each institution for each calendar quarter of non-compliance.

3.36.5.5 Trauma/Cancer

For failure to maintain compliance with Section 3.34.1.3.15, liquidated damages in the amount of $10,000 $5,000 will be assessed for each institution for each calendar quarter of non-compliance.

3.36.6 Medication Management/Pharmacy Services

3.36.6.1 Pharmacy Inspections

For failure to maintain compliance with Section 3.34.1.4.5, liquidated damages will be assessed for the individual measures outlined below at each institution as follows:

1. Compliant on Monthly Consultant Pharmacist inspections (Section 3.34.1.4.5.1) - Liquidated damages in the amount of $5,000 $1,000 will be assessed for each institution for each calendar quarter of non-compliance.

2. Deficiencies in previous Consultant Pharmacist Monthly Inspection Reports are corrected (Section 3.34.1.4.5.2) - Liquidated damages in the amount of $5,000 $1,000 will be assessed for each institution for each calendar quarter of non-compliance.

3. Successful completion on yearly State of Florida Board of Pharmacy Inspection (Section 3.34.1.4.5.3) - Liquidated damages in the amount of $5,000 $1,000 will be assessed for each institution for each calendar quarter of non-compliance.

3.36.6.2 Dispensing Requirements

For failure to maintain compliance with Section 3.34.1.4.7, liquidated damages will be assessed for the individual measures outlined below at each institution as follows:

1. New regular prescription orders (Section 3.34.1.4.7.1) - Liquidated damages in the amount of $1,000 will be assessed for each institution for each calendar quarter of non-compliance.

2. Refill prescription orders (Section 3.34.1.4.7.2) - Liquidated damages in the amount of $1,000 will be assessed for each institution for each calendar quarter of non-compliance.

3. New non-formulary prescriptions (Section 3.34.1.4.7.3) - Liquidated damages in the amount of $1,000 will be assessed for each institution for each calendar quarter of non-compliance.

4. Drug Exception Request (DER) for non-formulary drugs (Section 3.34.1.4.7.4) - Liquidated damages in the amount of $1,000 will be assessed for each institution for each calendar quarter of non-compliance.

5. Stat Orders (Section 3.34.1.4.7.5) - Liquidated damages in the amount of $1,000 will be assessed for each institution for each calendar quarter of non-compliance.

6. Adherence to state and federal statutes, administration rules, and regulations (Section 3.34.1.4.7.6) - Liquidated damages in the amount of $1,000 will be assessed for each institution for each calendar quarter of non-compliance.

3.36.6.3 Licenses and Drug Pedigree

For failure to maintain compliance with Section 3.34.1.4.8, will be assessed for the individual measures outlined below at each institution as follows:

1. Possession of Pharmacy Licenses (Section 3.34.1.4.8.1) - Liquidated damages in the amount of $1,000 will be assessed for each institution for each calendar quarter of non-compliance.

2. Drug Pedigree (Section 3.34.1.4.8.2) - Liquidated damages in the amount of $1,000 will be assessed for each institution for each calendar quarter of non-compliance.

3.36.7 Corrective Action Plans

3.36.7.1 Timely Submission of Corrective Action Plans

In the event that the Contractor receives a Monitoring Report requiring a Corrective Action Plan (CAP) to be submitted and fails to submit a CAP responding to each specified written deficiency within the time frames specified in Section 3.34.1.5.3, liquidated damages in the amount of one thousand five hundred dollars ($1,000.00 $500) per day for each day the CAP is untimely submitted will be imposed.

3.36.7.2 Timely Corrections of Deficiencies per Timeframes Established in the Corrective Action Plan (CAP)

In the event the Contractor fails to correct deficiencies noted in the Department's monitoring report within the timeframes indicated in the CAP (Section 3.34.1.5.4), liquidated damages in the amount of one thousand dollars ($1,000.00) per day, per deficiency where deficiencies have not been timely corrected shall be imposed until such time as all noted deficiencies are corrected.

3.36.8 Timely Submission of Required Reports

In the event the Contractor fails to timely submit required reports as outlined in Section 3.32, Reporting Requirements (Section 3.34.1.5.5), liquidated damages in the amount of one thousand two hundred and fifty dollars ($1,000 $250) shall be imposed for each report submitted more than ten (10) business days after the due date.

3.36.9 IT Related Deficiencies

3.36.9.1 Data Exchanges

In the event the Contractor fails to provide data transfers as required (Section 3.34.1.5.12.1), liquidated damages in the amount of $5,000 $2,500 per day shall be imposed until such time as all deficiencies are corrected.

3.36.9.2 Repeated Outages

In the event the Contractor fails to prevent unplanned outages from repeating, for the same reason, within the same day (Section 3.34.1.5.12.2), liquidated damages in the amount of $5,000 $1,000 per day shall be imposed until such time as all deficiencies are corrected.

3.36.9.3 Recovery Time

In the event the Contractor fails to repair and/or restart services after an unplanned outage within one hour after being reported as unavailable (Section 3.34.1.5.12.3), liquidated damages in the amount of one $5,000 $2,500 per day shall be imposed until such time as all deficiencies are corrected.

3.36.9.4 Minimum Acceptable Monthly Service Availability

In the event the Contractor fails to return services to operation within performance target timeframes (Section 3.34.1.5.12.4), liquidated damages in the amount of one $5,000 $1,000 per day shall be imposed until such time as all deficiencies are corrected.

3.36.10 Liquidated Damages for Other Contract Requirements

For failure to meet Other Contract Requirements Outcomes and Standards, set forth in Section 3.34.2, Other Contract Requirements, liquidated damages will be imposed in the amount of five one thousand dollars ($5,000.00 $1,000) per day, per deficiency until such time as all noted deficiencies are corrected.

~~3.36.11 Liquidated Damages for Repeated Failures~~

~~Repeated instances of failure to meet either Critical Standards or other Standards in consecutive months will result in **liquidated damages being doubled.** The Department, at its exclusive option, may allow up to a three (3) month "grace period" following implementation of services during which no damages will be imposed for failure to achieve the standards.~~

3.37 Deliverables

The following services or service tasks are identified as deliverables for the purposes of this RFP:

3.37.1 Appropriate health care services for inmates consisting of deliverables listed under Section 3.34.1, Performance Outcomes, Measures, and Standards.
3.37.2 Reports as required in Section 3.32, Reporting Requirements.
3.37.3 Compliance with contract terms and conditions.

3.38 Value-Added Services

Value-added services include any services, including additional services that the Contractor offers to provide as part of the Contract resulting from the RFP, that clearly exceed the minimum requirements of required service delivery and/or that may be unknown to the Department at this time. Value-added services must be approved by the Department and conform to Department rules and security requirements.

Any value-added services to be provided shall be fully described and included in the Proposer's project proposal in accordance with Section 5.6 of this RFP.

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SECTION 4 – PROCUREMENT RULES AND INFORMATION

4.1 Procurement Manager

Questions related to the procurement should be addressed to:

Ana Ploch, Procurement Manager
Florida Department of Corrections
Bureau of Procurement & Supply
4070 Esplanade Way
Tallahassee, FL 32311
Telephone: (850) 717-3680
Fax: (850) 488-7189
E-mail: ploch.ana@mail.dc.state.fl.us

Pursuant to Section 287.057(23), Florida Statutes, Proposers to this solicitation or persons acting on their behalf may not contact, between the release of the solicitation and the end of the seventy-two (72) hour period following the agency posting the Notice of Agency Decision ("intended award"), excluding Saturdays, Sundays, and state holidays, any employee or officer of the executive or legislative branch concerning any aspect of this solicitation, except in writing to the Procurement Manager or as provided in the solicitation documents. Violation of this provision may be grounds for rejecting a proposal.

Questions will only be accepted if submitted in writing and received on or before the date and time specified in the Calendar of Events (Section 4.2). Responses will be posted on the Vendor Bid System (VBS) by the date referenced in the Calendar of Events (Section 4.2).

Any person requiring special accommodation in responding to this solicitation because of a disability should call the Bureau of Procurement and Supply at 850-717-3700 at least five (5) days prior to any pre-solicitation conference, solicitation opening or meeting. If you are hearing or speech impaired, please contact the Bureau of Procurement and Supply by using the Florida Relay Service, which can be reached at 1-800-955-8771 (TDD).

Interested parties are encouraged to carefully review all the materials contained herein and prepare proposals accordingly.

4.2 Calendar of Events

Listed below are the important actions and dates/times by which the actions shall be taken or completed. If the Department finds it necessary to change any of these dates/times, it will be accomplished by an addendum. All listed times are local Eastern Standard Time in Tallahassee, Florida.

	DATE	TIME	ACTION
4.2.1	September 14, 2011		Release of RFP to public, posted on VBS
4.2.2	September 19, 2011		Last day for Notice of Intent to Propose received by the Department, and for submitting information for background screening (names and identifying information for site visits)
4.2.3	September 26 – October 5, 2011		Site Visits
4.2.4	October 12, 2011	5:00 p.m.	Last day for Written Inquiries received by the Department
4.2.5	November 18, 2011		Anticipated date that Answers to Written Inquiries to the RFP will be posted on VBS.
4.2.6	January 30, 2012	5:00 p.m.	Proposals Due

	DATE	TIME	ACTION
4.2.7	January 31, 2012	2:00 p.m.	Project Proposal Opening - Including Review of Mandatory Responsiveness Requirements (Fatal Criteria)
4.2.8	February 24, 2012	2:00 p.m.	Anticipated date of Price Proposal Opening
4.2.9	March 1-7, 2012		Anticipated date for Legislative Budget Committee Review
4.2.10	March 8, 2012		Anticipated Posting of Agency Decision
4.2.11	April 1, 2012		Anticipated Contract Start Date – Allows for an implementation planning period prior to the beginning of services. Implementation of services shall begin on April 1, 2012 and must be completed for all locations and regions between April 1, 2012 and June 30, 2012

4.3 Procurement Rules

4.3.1 Submission of Proposals

Each proposal shall be prepared simply and economically, providing a straightforward, concise delineation of the Proposer's capabilities to satisfy the requirements of this RFP. Elaborate bindings, colored displays, and promotional material are not desired. Emphasis in each proposal shall be on completeness and clarity of content. In order to expedite the evaluation of proposals, it is essential that Proposers follow the format and instructions contained in the Proposal Submission Requirements (Section 5) with particular emphasis on the Mandatory Responsiveness Requirements.

Proposals are due at the time and date specified in the Calendar of Events (Section 4.2) at the Department of Corrections, Bureau of Procurement and Supply, and shall be submitted to the attention of the Procurement Manager listed in Section 4.1. Proposals shall be delivered via express mail, or hand-delivery, to the address listed in Section 4.1. Proposals received late (after proposal due date and time) will not be considered, and no modification by the Proposer, of submitted proposals, will be allowed, unless the Department has made a request for additional information. No Department staff will be held responsible for the inadvertent opening of a proposal not properly sealed, addressed or identified.

NOTE: Proposers should keep in mind that the PROPOSALS DUE date and the PROJECT PROPOSAL OPENING date are not the same.

4.3.2 Proposal Opening

Proposals will be publicly opened at the time and date specified in the Calendar of Events (Section 4.2). The opening of proposals will take place at the Department of Corrections, Bureau of Procurement and Supply, 4070 Esplanade Way, 2nd floor, Tallahassee, Florida. The name of all Proposers submitting proposals shall be made available to interested parties upon written request to the Procurement Manager listed in Section 4.1.

4.3.3 Costs of Preparing Proposal

The Department is not liable for any costs incurred by a Proposer in responding to this RFP, including those for oral presentations, if applicable.

4.3.4 Disposal of Proposals

All proposals become the property of the State of Florida and will be a matter of public record subject to the provisions of Chapter 119, Florida Statutes. Selection or rejection of the proposal will not affect this right.

Contractor and Department staff will run the Quality Assurance Program jointly. The proposer should describe the process that will be followed to achieve consensus regarding appropriate criteria screens. The proposer also shall describe how it will develop and implement plans to address findings.

All Contractors will cooperate in the performance of joint mortality reviews, with the results to be reviewed by the joint institution and Contractor's quality assurance workgroups. Contractors should define their peer review processes; the results of peer reviews will be shared with the Department's peer review workgroup and with the joint quality assurance workgroup as appropriate.

5.6.5 Program Management

Submit an overall Program Management Plan including, but not limited to:

1. A detailed description of the program management plan for this health care Contract.
2. Describe how your organization will provide services in accordance with ACA and/or NCCHC standards of care.
3. A list of each program's health managers and their contact information, credentials, and years of experience in state correctional healthcare.
4. Evidence regarding the Proposer's ability to recruit and retain qualified health program managers.
5. A description of each administrative and management position.
6. A description of how the Proposer will provide management services to each facility.
7. The Department is seeking medical services under the supervision of a board certified physician licensed by the Florida Board of Medical Examiners in general medicine or internal medicine. Provide information in response to the following:
   a. Explain the availability of such a professional through your organization.
   b. Provide a copy of your company's organizational chart identifying how clinical oversight is provided.
8. A description of how the Contractor will provide the following mandatory personnel:

   Physicians:
   Physicians who are board eligible or board certified in family medicine, internal medicine, or emergency medicine; licensed in the State of Florida with no conflicting restrictions. This requirement is not applicable to currently employed Department professional staff; however, past employees who request to be considered for hire must meet the requirement.

   Nurse Administrators:
   - Three years (3) professional nursing experience functioning as part of a multi-disciplinary health care team.
   - Twelve months experience in a supervisory capacity at a clinical or health care institution.
   - Licensed to practice nursing in the State of Florida with no restrictions.

   Staff Nurses:
   - Twelve (12) months experience functioning as part of a multi-disciplinary health care team.
   - Licensed to practice nursing in the State of Florida with no restrictions.

   Dentists - Clear, Active, Unrestricted Florida Dental License ~~in Dentistry with no conflicting restrictions~~ or Dental Temporary Certificate in accordance with Florida Statute 466.

   Optometrists - Clear, Active, unrestricted Florida License in Optometry Pharmacist – Clear, Active, unrestricted Florida License in Pharmacy

   Consultant Pharmacists - Clear, active, unrestricted Florida Consultant Pharmacist License

   Psychologists - Clear, Active, ~~unrestricted~~ Florida Psychology License or Provisional Psychology License in accordance with Florida Statute 490. Compliance with supervisory agreements and

supervision for individuals with a Provisional Psychology License is required in accordance with Florida Statute 490.

Behavioral Specialists - Clear, Active, Florida License, a Provisional License or a Registered Intern in accordance with Florida Statute 491. Compliance with supervisory agreements and supervision for individuals with a Provisional License or who are a Registered Intern is required in accordance with Florida Statute 491.

Psychiatrist - Clear, Active, unrestricted Florida License

Mid Levels:

- Physician Assistants and Nurse Practitioners; licensed in the State of Florida with no conflicting restrictions
- Mental Health Professionals, LCSW, LPC MSW licensed in the State of Florida with no conflicting restrictions
- Dental Hygienists; licensed in the State of Florida with no conflicting restrictions.

The qualifications of Contractor's personnel are material to the Department's evaluation and subsequent award of the Contract. Any personnel identified in the Proposal will be considered the standard by which any subsequent replacement personnel will be evaluated. The Contractor is not to propose personnel solely as a startup effort, with the intention of introducing replacement personnel at the earliest possible opportunity. Contractor shall have all key personnel hired by the commencement of the contract

The contractor must submit a plan to use paper health records and the existing CARP and OBIS systems as appropriate to record health care encounters, workload and utilization data.

If the Department receives an appropriation for a statewide electronic health record, the contractor will be responsible for assisting the Department with documentation, testing and implementation of the new system, and the related conversion from OBIS.

The Contractor will be responsible for covering the cost of all user licenses for Contractor's staff related to EMR.

~~The Department will be moving to a paperless health record system in compliance with the Health Care Reform Act, but no later than January 2014. Proposers shall submit in their proposal a short-term classical paper-based health record and shall submit a plan to migrate from a paper-based health record to paperless health record system. The plan submitted by the Proposer must address such issues as hardware, software, transition, technical support, ongoing maintenance, software updates, training and ownership at the termination of the contractual period. The plan shall include a timeline for a phased-in implementation by institution or region, to be fully completed within one year of contract execution by January 2014.~~

5.6.6 Pharmaceutical Services

The Contractor shall be responsible for all pharmacy institutional licenses, non-formulary medications and emergency prescriptions filled at local pharmacies. If pharmaceutical services are awarded to the contractor, the contractor shall also be responsible for all pharmaceutical services including prescription records, inmate prescriptions and stock medications. All pharmacy services shall be in accordance with all applicable federal and state laws, rules, and regulations, Department of Corrections' rules and procedures, and Health Services Bulletins/Technical Instructions applicable to the delivery of pharmacy services in a correctional setting. All pharmaceutical services must be at the direction of a licensed Florida pharmacist.

5.6.6.1 The Contractor shall provide a plan to carry out pharmaceutical operations as stated in Section 3, Scope and Services Sought, pharmacy services that include, but shall not be limited to:

1. Controlled substances accountability

2. Medication administration record utilization
3. Drug Exception Request (DER), if applicable
4. Monthly reports as to the number of prescriptions written, medications dispensed and as needed reports
5. Reporting of medication nursing errors
6. Medication pharmacy errors
7. Corrective action plans
8. Return and refund for unused medication
9. Emergency medication acquisition
10. Pharmacist consultation: Consultant Pharmacist of Record and policies and procedures
11. Pharmacy inspections
12. Pharmacy medication education materials
13. Institutional pharmacy perpetual inventory
14. Formulary
15. Unit-dose packaging method for all medications
16. Pharmacy and Therapeutics Workgroup
17. Continuous Quality Improvement Program
18. DEA License verification
19. Institutional Drug Room License
20. Medication renewal tracking system
21. Drug storage and delivery services
22. IV Drugs
23. Accountability and destruction process

- Constitutionally adequate healthcare
- Current federal laws and state statutes, rules and procedures
- Current Health Service Bulletins/policies/procedures
- All outcome expectations as outlined in the RFP, particularly Section 3.22, Rules, Regulations and Governance, and Section 3.34, Contractor's Performance

During the transition phase, the Department will review and approve the Contractor's final staffing plan. The Contractor's staffing plans shall become the baseline staffing matrix that will determine all future staffing levels ~~and liquidated damages~~. Any potential changes in the baseline staffing matrix must be approved by the Department and shall become the baseline staffing matrix on record.

To meet the requirements of Section 3.34.1.5.9.1, the Department will allow the contractor to utilize contracted staffing options to staff positions full-time. In addition, the contractor may utilize temporary employees to fill vacancies for a period not to exceed two weeks. Staffing will be measured by positions filled, not by hours worked.

5.6.10 Description of Special Program Areas

1. Re-entry Programs – Describe in detail what the Proposer is doing in other state correctional health contracts. The Department is looking to see how the Proposer's programs aid in the reduction of recidivism and in the delivery of continuation of care from prison to the community.
2. Behavior Management Programs – Submit examples of such programs from other state correctional mental health care contracts that the Proposer serves.
3. Special Population Management – Again submit program details for inpatient units from other state correctional mental health care contracts.
4. Describe mental health programming for other state correctional mental health contracts for mentally ill inmates in administrative segregation (what the Department refers to as Close Management).
5. Specify the policies and procedures to be utilized by your organization to deal with inmate complaints regarding any aspect of the health care delivery system.

5.6.11 Utilization Management and Utilization Review

1. The Proposer shall provide proposed methods for conducting UM and Utilization Review of the health case load and various service levels.
2. The service levels include Inpatient, Outpatient, Specialty and Crisis Intervention levels.
3. The system must include criteria for healthcare treatment, procedures and specialty care.
4. The system must be electronic and available to all institutions.
5. Provide actual programs and Outcomes in other state correctional health care contracts that the Proposer currently has.

5.6.12 Core Services delivered to provide a quality cost-effective program

shall be given to a proposal received from a Proposer that certifies it has implemented a drug-free workplace program.

If applicable, the Proposer shall complete and sign ATTACHMENT 5 of this RFP (Certification of Drug Free Workplace Program), and insert it under Tab 8 of the Proposal.

5.9 Tab 9 – Addendum Acknowledgment Form

The Proposer shall complete and insert each Addendum Acknowledgment Form received (example shown as ATTACHMENT 6 of this RFP) under Tab 9 of the proposal, if appropriate.

5.10 Tab 10 – Minority/Service Disabled Veteran Business Enterprise Certification

If applicable, the Proposer shall provide a current and valid copy of their certification as a minority or service-disabled veteran business enterprise issued by the Office of Supplier Diversity (formerly called the Commission on Minority Economic Business and Development) and insert it under Tab 10 of the proposal.

5.11 Price Proposal

Pursuant to Senate Bill 2000 (see EXHIBIT X), any intent to award for comprehensive health services is contingent upon a cost savings of at least seven percent less than the Department's Fiscal Year 2009-2010 healthcare expenditures (see EXHIBIT E). The seven percent savings requirement will apply to the first year of the contract. For subsequent years including any renewal years, the Department will include contract language that allows for changes to the per diem based on increases or decreases in the medical consumer price index (CPI), adjusted for geographic region. If the adjusted medical CPI increases, the vendor(s) may submit a written request for an increase to the per diem prior to September 1 of each year. However, the amount of the increase may not exceed the adjusted medical CPI for the 12-month period ended June 30 of the same year. If the medical CPI decreases, the Department must notify the vendor(s) in writing by September 1 of each year if the Department plans to seek a decrease in the per diem rate. However, the amount of the decrease may not exceed the adjusted medical CPI for the 12-month period ended June 30 of the same year. Any requested increase to the health services per diem rates will be reflected in the Department's annual Legislative Budget Request and subject to Legislative approval and appropriation. Any decrease to the health services per diem rates will be automatically effective at the beginning of the next contract year and will not require legislative approval.

5.11.1 Submission Requirements

The Price Information Sheets should be submitted with the most favorable terms the Proposer can offer. By submitting an offer under this RFP, each Proposer warrants its agreement to the prices submitted. The Department may reject any and all price proposals that are conditional, incomplete or which contain irregularities.

Though the Department seeks an overall single capitation rate, per-inmate, per-day, proposers must provide a cost breakdown for off-site hospitalization, outpatient surgeries, pharmacy services, mental health services, medical, dental, ~~electronic health record, telemedicine,~~ accreditation, administrative costs, overhead, and profit as it applies to the Department's comprehensive contract. Pricing information must be submitted using the pricing worksheets provided with this request for proposals with the understanding that all price proposals must be consistent in all documents. This information is needed to examine the adequacy of the overall flat price.

~~The institutions' population reported in EXHIBIT A identifies both the estimated population (2010) and each institution's capacity. The Proposer shall use average daily population to determine the firm, fixed per-inmate-per-day costs by institution.~~

The Proposer shall include within the proposal the following documents:

- A per unit cost for each job title included on the proposed staffing matrix/plan.
- A summary pricing matrix with all costs allocated to specific categories.

Information that is deemed as proprietary in nature must be clearly marked.

The Proposer shall submit ~~a~~ completed Price Information Sheets and Pricing Matrix worksheets (ATTACHMENT 11) for the provision of services outlined in this RFP. All prices indicated shall be inclusive of the necessary personnel, labor, equipment, materials, services, insurance and all other things required to provide full service delivery in accordance with the minimum requirements set forth in this RFP.

All price tables shall identify the name of the Proposer and date of submission, and shall bear the signature of a Business/Corporate Representative authorized to bind the Proposer to the prices proposed.

All calculations will be verified for accuracy by Bureau of Procurement and Supply staff assigned by the Department. In the event a mathematical error is identified the Unit Price submitted by the Proposer will prevail.

It is mandatory that the Proposer's Price Proposal, is received by the Department by the date and time specified in Section 4.2., Calendar of Events, and that it is completed as described within this section and any applicable worksheets. The Price Proposal may be submitted within the same box or container that the Project Proposal is submitted in (including all copies) as long as it is in a separately sealed envelope. As previously indicated, no cost information may be reflected in the Project Proposal.

Each Proposer shall submit one (1) separately bound, sealed and signed Cost Proposal, and three (3) copies, containing the proposed pricing methodology listed in Section 2.6 of the RFP using the Price Information Sheets (provided at the end of this document), and the Pricing Matrix worksheets (ATTACHMENT 11) as described below.

5.11.2 Price Information Sheet – Instructions

The Proposer shall complete the Price Information Sheets (#1 and #2) by following the instructions below:

1. Enter a Single Capitation Rate Per-Inmate Per-Day (Unit Price), for comprehensive health services in the appropriate column.
2. Multiply the Single Capitation Rate Per-Inmate Per-Day by 16,969 (Average Daily Population) for a Estimated Total Daily Cost.
3. Multiply the Estimated Total Daily Cost by 365 (number of days in a year) to obtain the Total Annual Cost.
4. Enter the Bond Cost per year in the appropriate column.
5. Add the Total Annual Cost and the Bond Cost per year to obtain the TOTAL PROPOSED ANNUAL COST.

The Single Capitation Rate Per-Inmate, Per-Day shall be obtained from the sum of the totals, by category of service listed in the Summary Pricing Matrix, which is part of ATTACHMENT 11.

The Unit Price submitted will prevail.

5.11.3 Pricing Matrix Worksheets Instructions

The Pricing Matrix (ATTACHMENT 11) should include per diem per-inmate fees for each category of service (medical, mental health, dental and pharmacy, and all related administrative staff, indirect costs and overhead). The Proposer shall utilize the electronic version of the Pricing Matrix worksheets when submitting their proposal.

The Proposer shall complete and submit, as part of its Price Proposal, ~~two separate sets of the~~ a completed Pricing Matrix~~, one for the initial term of the Contract, and one for the renewal period. The two sets shall be identified accordingly~~.

5.11.3.1 Summary Pricing Matrix: This is a multi-tab worksheet that contains the Summary Pricing Matrix (first tab) and detailed pricing matrices by category of service (Administrative, Medical, Mental Health, Pharmacy, Dental, and Key Management Staff~~, and Electronic Health Records~~ tabs). In the Summary tab, all figures will calculate automatically from the detailed pricing matrices. The lower portion of the worksheets offer the Proposer space for comments regarding their assumptions in pricing or other comments that the Proposer wishes to provide.

The proposer shall also complete, and provide as part of its price proposal, the "Summary Pricing Matrix – Rx Removed" worksheets, in the event the Department decides to remove pharmacy services from this solicitation, if it is determined to be in the best interest of the State.

NOTE: Do not enter numbers into any cell with $0.00 in the cell upon opening the file. These cells include formulas that will automatically calculate per diem per inmate fees, sub-totals, totals and the Summary Pricing Matrix. Only enter figures into the "Absolute Dollars" columns on the service category-specific sheets, which are blank. Per diem per inmate fees, sub-totals and totals on these sheets will calculate automatically.

~~5.11.3.2 ADP – Comprehensive: Insert the Per Diem Rate Proposed (Price per Inmate per Day - Unit Price) in Row 2, Column F, of the worksheet tab corresponding to the services required in this RFP. All cells will be automatically populated to obtain Daily, Monthly, and Yearly Totals.~~

~~The proposer shall also complete, and provide as part of its price proposal, the "ADP – Comprehensive – Rx Removed" worksheet, in the event the Department decides to remove pharmacy services from this solicitation, if it is determined to be in the best interest of the State.~~

5.11.3.3 Staffing Master: Insert the number of staff filling each position class and their respective shift determination for the identified class title. The Proposer will populate at least the Key Management Staff sheet and the region(s) covered by the proposal for which the Proposer is submitting a price proposal. The number of individuals shall be the anticipated number of employees/staff the Contractor will initially utilize in order to fulfill the terms and conditions of the contract. Additionally, the Proposer will indicate the hourly wage and hourly benefit for the class title and the number of employees in those positions. The annual salary will calculate automatically and shall equal the salary and benefits pricing submitted on the Summary Pricing Matrix.

The Pricing Matrix Excel files should be saved in a manner that easily identifies the Proposer (i.e.: "Pricing Matrix – *Proposer Name*.xls" and submitted electronically, along with a copy of the written proposal. A hard copy of the pricing matrix worksheets should also be included with the proposal, as instructed at the beginning of Section 5.

The Proposer shall also address ownership issues of the hardware, software and data at the end of the contract.

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The price proposals that meet mandatory responsiveness requirements will be reviewed by BPS staff to determine price points. These Price Proposals will be examined to determine if they are consistent with the Project Proposals and that all calculations are accurate. In the event a mathematical error is identified, Unit prices submitted by the Proposer will prevail.

A maximum of four hundred (400) points will be awarded for Price Proposal.

The Price Proposals utilizing the Price Information Sheet with the lowest verified Single Capitation Rate Per-Inmate Per-Day (Unit Price) will be awarded four hundred (400) points. All other price proposals will receive points according to the following formula:

$$\left(\frac{N}{X}\right)^3 \times 400 = Z$$

Where: N = lowest verified Single Capitation Rate Per-Inmate Per-Day (Unit Price) of all Price Proposals
X = Proposer's proposed Single Capitation Rate Per-Inmate Per-Day (Unit Price)
Z = points awarded

NOTE: Price Information Sheet #2, including Pharmaceutical Services, will not be used for scoring or award purposes.

6.2.7 Phase 7 – Ranking of Proposals

The points awarded for Categories 1 through 4 (Business/Corporate Qualifications, Project Staff, Technical Proposal/Service Delivery Narrative, and Price Proposals), will be totaled to determine the final score of all proposals. A final ranking of proposals will then be determined.

6.2.8 Phase 8 – Notice of Agency Decision

~~The Department will post a notice of Agency Decision as described in Section 4.4 of the RFP.~~ Prior to any award being made, the Department must obtain approval of the Legislative Budget Committee, pursuant to specific proviso in the 2011 General Appropriation Act, Chapter 2011-69, Laws of Florida. If the Department does not obtain such approval of the Legislative Budget Commission, there will be no award of a contract under this RFP. Once approval has been obtained, the Department will post a notice of Agency Decision as described in Section 4.4 of the RFP.

The Department has released a separate solicitation for comprehensive healthcare services to be provided by a single contractor in Regions I, II, and III. In the event the Department determines that it is in the best interest of the State to make an award for the multiple-region contract option, the Department will make such determination by rejecting all bids related to the single-region contract option.

6.3 Incomplete Pricing Sheet

Any Price Information Sheet that is incomplete or in which there are significant inconsistencies or inaccuracies may be rejected by the Department. No deviations, qualifications, or counter offers will be accepted. The Department reserves the right to reject any and all proposals.

6.4 Identical Tie Proposals

When evaluating bids/proposals/responses to solicitations, if the Department receives identical pricing or scoring from multiple vendors, the Department shall determine the order of award using the criteria set forth in Rule 60A-1.011, FA.C., and Chapter 295.187, F.S.

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SECTION 7 – CONTRACT TERMS AND CONDITIONS

This section contains standard terms and conditions that shall be included in any Contract resulting from this RFP. By submitting a response to this RFP, the Proposer is deemed to have accepted these terms and conditions in their entirety.

7.1 Contract Document

When a contract is established between the Department and the Contractor for specific services, this RFP and the successful proposal shall be incorporated into and thereby become a part of that contract. If there is a conflict in language, the Department's Contract will govern.

7.2 Contract Term

The Department anticipates entering into a single contract under this RFP. It is anticipated that the initial term of any Contract resulting from this RFP shall be for a five (5) year period. At its sole discretion, the Department may renew the Contract for an additional five (5) year period. Renewal shall be contingent, at a minimum, on satisfactory performance of the Contract by the Proposer as determined by the Department, and subject to the availability of funds. If the Department desires to renew the Contract resulting from this RFP, it will provide written notice to the Proposer no later than ninety (90) days prior to the Contract expiration date.

7.3 Termination

7.3.1 Termination at Will

The Contract resulting from this RFP may be terminated by the Department upon no less than ninety (90) calendar days' notice, without cause, or by the Contractor upon no less than ~~eighteen (18) months'~~ one hundred and eighty (180) calendar days' notice, without cause, unless a lesser time is mutually agreed upon by both parties. Notice shall be delivered by certified mail (return receipt requested), by other method of delivery whereby an original signature is obtained, or in-person with proof of delivery.

7.3.2 Termination Because of Lack of Funds

In the event funds to finance the Contract resulting from this RFP become unavailable, the Department may terminate the Contract upon no less than twenty-four (24) hours' notice in writing to the Contractor. Notice shall be delivered by certified mail (return receipt requested), facsimile, by other method of delivery whereby an original signature is obtained, or in-person with proof of delivery. The Department shall be the final authority as to the availability of funds.

7.3.3 Termination for Cause

If a breach of the Contract resulting from this RFP occurs by the Contractor, the Department may, by written notice to the Contractor, terminate the Contract resulting from this RFP upon twenty-four (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, Florida Administrative Code. The provisions herein do not limit the Department's right to remedies at law or to damages.

7.3.4 Termination for Unauthorized Employment

Violation of the provisions of Section 274A of the Immigration and Nationality Act shall be grounds for unilateral cancellation of the Contract resulting from this RFP.

7.4 Payments and Invoices

7.4.1 Payment

The Contract(s) resulting from this RFP shall be a fixed rate/unit price contract based on a daily capitation rate. All charges must be billed in arrears in accordance with Section 215.422 of the Florida Statutes.

The Department will compensate the Contractor on a monthly basis, for the provision of comprehensive healthcare services as specified in the Scope of Service, at the capitation rate (unit price bid) per inmate times the average monthly number of inmates, times the number of days in the month. The average monthly number of inmates will be determined by the Department's official Monthly Average Daily Population (ADP) report. Payment for each facility shall begin at 12:01 a.m. on the implementation date contingent upon actual implementation of services. The Department requires a consolidated, single invoice, on a monthly billing cycle for services performed.

Monthly adjustments will also be made for costs defined as payable by the Contractor which have been paid by the Department or costs defined as payable by the Department which have been paid by the Contractor. Such adjustments will be added or deducted to the subsequent monthly payment after reconciliation between the Department and the Contractor. ~~The monthly payment may also be adjusted based upon imposition of liquidated damages.~~

The cost of the Health Services Contract Monitors will be a deduction from the monthly management payment to the Contractor. The actual cost for such deductions will be based upon the appropriated rate, salary and expense dollars for the function.

The last payment of the Contract will be withheld until all pending adjustments including those provided for in Section 3.33 of this RFP, have been determined and reconciled.

7.4.2 MyFloridaMarketPlace ~~Transaction Fee~~

7.4.2.1 Transaction Fee Exemption

The State of Florida has instituted MyFloridaMarketPlace, a statewide eProcurement System ("System"). Pursuant to section 287.057(22), Florida Statutes, all payments shall be assessed a Transaction Fee of one percent (1.0%), which the Contractor shall pay to the State, unless otherwise exempt pursuant to Rule 60A-1.032, F.A.C.

The Department has determined that payments to be made under this Contract are not subject to the MyFloridaMarketPlace Transaction Fee pursuant to Rule 60A-1.032(2), Florida Administrative Code (F.A.C).

7.4.2.2 Vendor Substitute W9

The State of Florida Department of Financial Services (DFS) needs all vendors that do business with the state to electronically submit a Substitute W-9 Form to https://flvendor.myfloridaacfo.com by March 2012. Forms can be found at: http://www.myfloridacfo.com/aadir/docs/SubstituteFormW-9-03-21-11.pdf Frequently asked questions/answers related to this requirement can be found at: http://www.myfloridacfo.com/aadir/docs/VendorFAQPosted090310.pdf. DFS is ready to assist vendors with additional questions. You may contact their Customer Service Desk at 850-413-5519 or FLW9@myfloridaacfo.com.

The Department may make an equitable adjustment in the Contract prices or delivery date if the change affects the cost or time of performance. Such equitable adjustments require the written consent of the Contractor, which shall not be unreasonably withheld.

The Department shall provide written notice to the Contractor thirty (30) days in advance of any Department required changes to the technical specifications and/or scope of service that affect the Contractor's ability to provide the service as specified herein. Any changes that are other than purely administrative changes will require a formal contract amendment.

All changes will be conducted in a professional manner utilizing best industry practices. The Department expects changes to be made timely and within prices proposed.

7.6.2 Other Requested Changes

In addition to changes pursuant to Section 7.6.1, State or Federal laws, rules and regulations or Department, rules and regulations may change. Such changes may impact Contractor's service delivery in terms of materially increasing or decreasing the Contractor's cost of providing services. There is no way to anticipate what those changes will be nor is there any way to anticipate the costs associated with such changes.

Either party shall have ninety (90) days from the date such change is implemented to request an increase or decrease in compensation or the applicant party will be considered to have waived this right. Full, written justification with documentation sufficient for audit will be required to authorize an increase in compensation. It is specifically agreed that any changes to payment will be effective the date the changed scope of services is approved, in writing, and implemented.

If the parties are unable to negotiate an agreed-upon increase or decrease in rate or reimbursement, the Assistant Secretary of Health Services shall determine what the resultant change in compensation should be, based upon the changes made to the scope of services. The decision of the Assistant Secretary of Health Services shall be considered proposed agency action that constitutes a point of entry to administrative proceedings under Chapter 120, F.S.; and the contractor shall be given written notice of such point of entry.

7.7 Records

7.7.1 Public Records Law

The Contractor agrees to allow the Department and the public access to any documents, papers, letters, or other materials subject to the provisions of Chapter 119, Florida Statutes, and Section 945.10, Florida Statutes, made or received by the Contractor in conjunction with the Contract resulting from this RFP. The Contractor's refusal to comply with this provision shall constitute sufficient cause for termination of the Contract resulting from this RFP.

7.7.2 Audit Records

7.7.2.1 The Contractor agrees to maintain books, records, and documents (including electronic storage media) in accordance with generally accepted accounting procedures and practices which sufficiently and properly reflect all revenues and expenditures of funds provided by the Department under the Contract resulting from this RFP, and agrees to provide a financial and compliance audit to the Department or to the Office of the Auditor General and to ensure that all related party transactions are disclosed to the auditor.

7.7.2.2 The Contractor agrees to include all record-keeping requirements in all subcontracts and assignments related to the Contract resulting from this RFP.

7.7.3 Retention of Records

7.26 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 the Contract resulting from this RFP, which includes and incorporates ATTACHMENT 8, Business Associate Agreement, as part of this Contract.

In addition to complying with HIPAA requirements, the Contractor shall not disclose any information concerning inmates, specifically concerning inmate transfers/referrals, to parties outside the Department.

7.27 Reservation of Rights

The Department reserves the exclusive right to make certain determinations regarding the service requirements outlined in the 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 the Contract resulting from this RFP 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.

7.28 Cooperative Purchasing

Pursuant to their own governing laws, and subject to the agreement of the Contractor, other entities may be permitted to make purchases in accordance with the terms and conditions contained herein. The Department shall not be a party to any transaction between the Contractor and any other purchaser.

Other state agencies wishing to make purchases from this agreement are required to follow the provisions of Section 287.042(16)(a), F.S. This statute requires the 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.

7.29 Performance Guarantee

The Contractor shall furnish the Department with a Performance Guarantee in the amount of six million dollars ($6,000,000.00) that shall be in effect yearly for a time frame equal to the term of the Contract.

The form of the guarantee shall be a bond, cashier's check, or money order made payable to the Department. In addition, an irrevocable direct draw letter of credit in the amount of $6,000,000 for the benefit of the Department, and from a financial institution acceptable to the Department, may also be used. The guarantee shall be furnished to the Contract Manager within thirty (30) days after execution of the Contract which may result from this RFP. No payments shall be made to the Contractor until the guarantee is in place and approved by the Department in writing. Upon renewal of the Contract, the Contractor shall provide proof that the performance guarantee has been renewed for the term of the Contract renewal. ~~The performance bond shall specifically state that it will pay for any liquidated damages assessed under the Contract.~~

Based upon Contractor performance after the initial year of the Contract, the Department may, at the Department's sole discretion, reduce the amount of the bond for any single year of the Contract or for the remaining contract period, including the renewal.

7.30 Scrutinized Companies List

Pursuant to Chapter 287.135, F.S., an entity or affiliate who has been placed on either the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List is ineligible for and may not bid on, submit a proposal for, or enter into or renew a contract with an agency or local governmental entity for goods or services of $1 million or more.

In executing this contract and any subsequent renewals, the Contractor certifies that it is not listed on either the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, created pursuant to section 215.473, Florida Statutes. Pursuant to section 287.135(5), F.S., the Contractor agrees the Department may immediately terminate this contract for cause if the Contractor is found to have submitted a false certification or if Contractor is placed on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List during the term of the contract. Additionally, the submission of a false certification may subject company to civil penalties, attorney's fees, and/or costs.

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PRICE INFORMATION SHEET #1
RFP# 11-DC-8328

Pursuant to Senate Bill 2000 (see EXHIBIT X), any intent to award for comprehensive health services is contingent upon a cost savings of at least seven percent less than the Department's Fiscal Year 2009-2010 healthcare expenditures (see EXHIBIT E). For purposes of determining whether a proposal meets the 7% requirement only the cost for the first year of the contract will be provided by the Respondent and considered by the Department. In addition, the Respondent must include all costs to the Department in this price, except the performance bond. The Respondents must separately provide below the cost of the performance bond which will be excluded from the bid price for purposes of determining the 7% savings. However, the total cost, year one price and performance bond cost, will be the basis for awarding points for the price criteria. Price increases or decreases after year one will be determined in accordance with section 5.11.

For the Price Information Sheet, proposers shall provide a single capitation rate per-inmate, per-day (Unit Price). Proposers shall complete the Price Information Sheet as instructed in Section 5.11.

Note: Services shall be provided at the Unit Price proposed times the average monthly number of inmates, based on the Department's Monthly Inmate Average contained in the Average Daily Population (ADP) report.

Comprehensive Healthcare Services
(Not including Pharmacy Services - Including the use of RMC Hospital)

Single Capitation Rate Per-Inmate, Per Day (Unit Price)		Average Daily Population		Estimated Total Daily Cost				Total Annual Cost
$_____	X	16,969	=	$_____	X	365	=	$_____
Bond Cost:								$_____
TOTAL PROPOSED ANNUAL COST (For Award Purposes):								$_____

Comprehensive Healthcare Services
(Not including Pharmacy Services - Not including the use of RMC Hospital)

Single Capitation Rate Per-Inmate, Per Day (Unit Price)		Average Daily Population		Estimated Total Daily Cost				Total Annual Cost
$_____	X	16,969	=	$_____	X	365	=	$_____
Bond Cost:								$_____
TOTAL PROPOSED ANNUAL COST (For Award Purposes):								$_____

All calculations will be verified for accuracy by the Bureau of Procurement and Supply staff assigned by the Department. In the event a mathematical error is identified, the Unit Price submitted by the Proposer will prevail.

PROPOSER: _____ BY: _____

ADDRESS: _____ PHONE: _____

CITY, STATE: _____ DATE: _____

AUTHORIZED SIGNATURE: _____

PRICE INFORMATION SHEET #2
RFP# 11-DC-8328

NOTE: This Price Information Sheet will not be used for scoring or award purposes.

Pursuant to Senate Bill 2000 (see EXHIBIT X), any intent to award for comprehensive health services is contingent upon a cost savings of at least seven percent less than the Department's Fiscal Year 2009-2010 healthcare expenditures (see EXHIBIT E). For purposes of determining whether a proposal meets the 7% requirement only the cost for the first year of the contract will be provided by the Respondent and considered by the Department. In addition, the Respondent must include all costs to the Department in this price, except the performance bond. The Respondents must separately provide below the cost of the performance bond which will be excluded from the bid price for purposes of determining the 7% savings. However, the total cost, year one price and performance bond cost, will be the basis for awarding points for the price criteria. Price increases or decreases after year one will be determined in accordance with section 5.11.

For the Price Information Sheet, proposers shall provide a single capitation rate per-inmate, per-day (Unit Price). Proposers shall complete the Price Information Sheet as instructed in Section 5.11.

Note: Services shall be provided at the Unit Price proposed times the average monthly number of inmates, based on the Department's Monthly Inmate Average contained in the Average Daily Population (ADP) report.

Comprehensive Healthcare Services (*)
(Including Pharmacy Services - Including the use of RMC Hospital)

Single Capitation Rate Per-Inmate, Per Day (Unit Price)		Average Daily Population		Estimated Total Daily Cost				Total Annual Cost
$_____	X	16,969	=	$_____	X	365	=	$_____
Bond Cost:								$_____
						TOTAL PROPOSED ANNUAL COST:		$_____

Comprehensive Healthcare Services (*)
(Including Pharmacy Services - Not including the use of RMC Hospital)

Single Capitation Rate Per-Inmate, Per Day (Unit Price)		Average Daily Population		Estimated Total Daily Cost				Total Annual Cost
$_____	X	16,969	=	$_____	X	365	=	$_____
Bond Cost:								$_____
						TOTAL PROPOSED ANNUAL COST:		$_____

All calculations will be verified for accuracy by the Bureau of Procurement and Supply staff assigned by the Department. In the event a mathematical error is identified, the Unit Price submitted by the Proposer will prevail.

(*)NOTE: This Price Information Sheet will not be used for scoring or award purposes.

PROPOSER: _____ BY: _____

ADDRESS: _____ PHONE: _____

CITY, STATE: _____ DATE: _____

AUTHORIZED SIGNATURE: _____

Department of Corrections
Health Services
Total Expenditures by Location
FY 2009-2010
December 12, 2011

	Adjusted ADP	Total Expenditures	Per Diem
Region I	28,788	66,093,651	6.29
Total Region II	26,262	162,050,752	16.91
Total Region III	19,608	83,594,066	11.68
Total Region IV	18,612	89,714,923	13.21
Institutions Only	93,270	401,453,392	11.79
Regions I, II & III	74,658	311,738,469	11.44

Less Pharmacy

	Adjusted ADP	Total Expenditures	Less Drug Expenditures	Revised Total	Per Diem
Region I	28,788	66,093,651	(12,724,772)	53,368,879	5.08
Total Region II	26,262	162,050,752	(24,867,200)	137,183,552	14.31
Total Region III	19,608	83,594,066	(19,141,421)	64,452,645	9.01
Total Region IV	18,612	89,714,923	(17,514,689)	72,200,233	10.63
Institutions Only	93,270	401,453,392	(74,248,083)	327,205,309	9.61
Regions I, II & III	74,658	311,738,469	(56,733,394)	255,005,076	9.36

Responses Follow-Up Questions in Response to Addenda 3 & 4
RFPs #11-DC-8324, #11-DC-8325, #11-DC-8326, #11-DC-8327, & #11-DC-8328
Comprehensive Healthcare Services in Regions I, II, III, and IV

Questions are color-coded as follows:

With normal text (black font/white background) → All 5 RFPs
With text in GREEN → RFP #11-DC-8328 Comp HS Region IV
With text in RED → Apply only to individual RFPs #11-DC-8325, and #11-DC-8327

All written inquiries are reproduced in the same format as submitted by the Contractor, unless otherwise indicated.

CHC | Correctional Healthcare Companies	
Question #1	1. What are the credentials for the Institutional Counselors and Human Services Counselors? Are these positions required to be licensed?
Answer #1	These are not credentialed positions and there are no licensure requirements. Minimum qualifications for the positions can be found on peoplefirst.myflorida.com.
Question #2	2. The Department clarified in Addendum #3, Question 579 that the Contractor was not to propose healthcare services for Graceville CF. However, the revised Attachment 11 – Pricing Matrix "ADP-Comprehensive-R1" file included in the Addendum 3 document CD still includes Graceville CF in the Contractor's final per diem calculation. Will the Department consider revising this file to accurately reflect the facilities and the ADP the Contractor is to propose for this Region?
Answer #2	The Department has deleted the requirement to complete these worksheets from the RFP.
Question #3	3. The Department clarified in Addendum #3, Question 580 that the Lafayette County Jail was a Region II facility. However, the revised Attachment 11 – Pricing Matrix "ADP-Comprehensive-R3" file included in the Addendum 3 document CD still includes the Lafayette County Jail in the Contractor's final per diem calculation for Region III. Will the Department consider revising this file to accurately reflect the facilities and the ADP the Contractor is to propose for this Region?
Answer #3	The Department has deleted the requirement to complete these worksheets from the RFP.
Question #4	4. The Department clarified in Addendum #3, Question 581 that the Hillsborough CI is a Region III facility. However, the revised Attachment 11 – Pricing Matrix "ADP-Comprehensive-R3" file included in the Addendum 3 document CD does not include Hillsborough CI in the Contractor's final per diem calculation for Region III. Will the Department consider revising this file to accurately reflect the facilities and the ADP the Contractor is to propose?
Answer #4	The Department has deleted the requirement to complete these worksheets from the RFP.
Question #5	5. The Department clarified in Addendum #3, Question 582 that the following facilities are in Region III: a. Bridges of Orlando Work Release Center b. Largo Residential Re-Entry Center c. Orlando Transition Center d. Re-Entry of Ocala e. Suncoast Work Release Center (Female) f. Suncoast Work Release Center (Male) g. The Transition House, Inc. However, the revised Attachment 11 – Pricing Matrix "ADP-Comprehensive-R3" file included in the Addendum 3 document CD does not include these seven locations in the Contractor's final per diem

	calculation. Will the Department consider revising this file to accurately reflect the facilities and the ADP the Contractor is to propose?
Answer #5	These facilities are contracted by a private company and the requirement to complete these worksheets has been deleted from the RFP.
Wexford Health Sources	
Question #6	1. In its response to Question #317 in RFP Addendum #3, the DC stated that it provided unprotected staffing spreadsheets in RFP Questions & Answers Documents\Attachment 11. However the staffing spreadsheets in this folder are still locked. Can the DC please provide unlocked versions for bidders to use?
Answer #6	The Staffing Master forms required for submission of a staffing matrix have been unprotected for your use.
Question #7	2. We thank the Department for all of the updated pricing spreadsheets it provided in the Attachment 11 folder on the Addendum #3 Exhibits CD. However there are still many missing files, as described below. Will the DC provide these missing spreadsheets? If not, please confirm that bidders are permitted to duplicate the existing spreadsheets and change them to fill in the gaps created by the missing forms. Missing "Staffing" forms (staffing differs between "RX included" and "RX excluded" models) Staffing Master-RX Removed–R1-R2-R3 Staffing Master-RX Removed–R1 Staffing Master-RX Removed–R2 Staffing Master-RX Removed–R3 Staffing Master-RX Removed–R4 Missing "ADP" forms (should be 20 versions, as for the Summary Pricing Matrix forms; the DC provided only 5) ADP-Comprehensive–R4 ADP-RMC Removed–R1-R2-R3 ADP-RMC Removed–R1 ADP-RMC Removed–R2 ADP-RMC Removed–R3 ADP-RMC Removed–R4 ADP-RX & RMC Removed–R1-R2-R3 ADP-RX & RMC Removed–R1 ADP-RX & RMC Removed–R2 ADP-RX & RMC Removed–R3 ADP-RX & RMC Removed–R4 ADP-RX Removed–R1-R2-R3 ADP-RX Removed–R1 ADP-RX Removed–R2 ADP-RX Removed–R3
Answer #7	The Staffing Master forms required for submission of a staffing matrix have been unprotected for your use. "ADP-Comprehensive" forms, included with Attachment 11, are no longer required.
Question #8	3. The DC's response to Question #313 in RFP Addendum #3 stated that "The vendor should not include Central Office or Regional Staff in their proposal." However pharmacy positions are listed as Regional Staff in the "Regional Pharmacy UM and Institutional HS Staff minus MH 9-1" document of the Exhibits CD. Please confirm that the Department will retain all pharmacy positions — including Pharmacy Technicians — as DC employees, regardless of whether the State retains responsibility for pharmaceuticals or awards it to a bidder.

Answer #8	If the department retains Pharmacy Services, all pharmacy positions will remain DC employees. If Pharmacy Services is awarded to a vendor (s), corresponding Regional and / or Institutional Pharmacy positions will be deleted.
Question #9	4. We understand that the DC recently met with bidders who have filed intents to protest the terms of the RFP, and that the DC is trying to resolve those bidders' objections. Given this fact, will the Department please: a. For each RFP, provide the firm, fixed, exact dollar amount from which bidders are required to save 7%. b. Consider allowing annual cost increases for each year of the contract period? c. Consider removing the cost of the Electronic Health Record (EHR) from the costs evaluated in each bidder's proposal (similar to how the DC is treating pharmaceuticals)? Since the cost of an EHR was not in the Department's FY2009-2010 health care costs either, expecting it to be included in bidders' prices is an unfair comparison.
Answer #9	a. The total is the amount in column X, Total Expenditures by Location FY 2009-2010 Summary. This amount is $401,453,392 and includes Allocated Central Office Costs and Allocated Personnel Assessment Costs. This also includes drug costs and pharmacy salaries at RMC. Adjustments would have to be made for excluded pharmacy costs. The adjusted total for drug costs is $74,248,083. Pharmacy salaries for RMC totaled $639,320 and pharmacy OPS costs totaled $119,425. b. 7% savings will be required for the first year of the contract, as required by 2011 Legislative Proviso in SB 2000. For subsequent years, the department will include contract language that allows for changes to the per diem based on increases or decreases in the medical consumer price index (CPI), adjusted for geographic region. If the adjusted medical CPI increases, the vendor(s) may submit a written request for an increase to the per diem prior to September 1 of each year. The amount of the increase may not exceed the adjusted medical CPI for the 12-month period ended June 30 of the same year. If the medical CPI decreases, the Department must notify the vendor(s) in writing by September 1 of each year if the Department plans to seek a decrease in the per diem rate. Any proposed changes to the health services per diem rates will be reflected in the Department's annual Legislative Budget Request and subject to Legislative appropriation. c. The Department has removed this requirement from this RFP and will seek a separate Legislative appropriation for a statewide electronic health record. For purposes of this RFP, the vendor(s) should plan to use paper health records and the existing CARP and OBIS systems as appropriate to record health care encounters, workload and utilization data.
MHM Services	
Question #10	1. The 2011 Legislature enacted proviso in Ch. 2011-69, *Laws of Florida,* and in accordance with chapter 287, *Florida Statutes*, directing the Department to issue a request for proposal for statewide comprehensive health care services, excluding Region IV, for inmates in the custody of the Department, " In order to achieve these cost savings, the contracts shall be written in a manner that enables the contractors to access the legislatively mandated Medicare plus 10% provider rates available to the Department." Yet in the answer to question 191 on page 38 Addendum 3 the FL DC communicated the following answer: Question #191 35. Page 25, 3.3.13 – Inpatient hospitalization. Please verify if vendors will be able to use the current

	statute which allows the Department to pay at 110% of Medicare, for hospitals and physicians, when no contract exists. Answer #191 The Department does not have the authority to give contractors the statutory authority found in 945.6046, Fla. Stat. *(emphasis added).* Has the Department considered and/or is the Department willing to consider reforming the RFPs so that the Department retains the "ultimate risk" for provider claims payment such that the vendor(s) would be able to operate as intermediaries (i.e. Administrative Services Only (ASO) vendors for the Department? (See below explanation) Explanation: Pursuant to such an hypothetical ASO relationship, the Department which has the Constitutional duty to provide for inmate health care could maintain its current provider contracts and provider network and thereby retain the risk for "funding claims payment" pursuant to such direct contracts with providers . The Department could then delegate the responsibility for administering such contracts to the Vendor (s). The vendor could then negotiate and renegotiate rates with providers on Department "paper" to further lower unit costs and would legally operate as the Department's actual agent for purposes of processing and paying electronic and paper claims. The Department could fund an "ASO trust account" with the vendor(s) via periodic "premium payments" and the vendor could assume the financial risk for staying within a predefined "medical cost budget." Pursuant to such a hypothetical contractual relationship, the RFP would then arguably afford the Department the ability to "*give contractors the statutory authority found in 945.6046, Fla. Stat."* without necessarily foregoing cost reductions and /or the realization of efficiencies or otherwise cause the Department to incur any costs associated with vendor inefficiencies in regard to curtailing inappropriate utilization and expense. In such a scenario, the Department would realize the benefits of a competitive procurement and be able to comply with the legislative mandate to afford the vendors access to the statutory rates for non-contracted correctional health care providers since the Department would ultimately maintain contractual privity with all providers, contracted or non-contracted.
Answer #10	The Department will not accept ultimate risk for provider claims payments. Pursuant to proviso language contained in SB2000, the Department will assign the rights it has to exercise the provisions of Section 945.6041, F.S., to the extent permissible under law.
Question #11	2. Addendum 3 page 4, the addition highlighted in yellow states, ""In order to ensure equal access to RMC services for all contractors, the Department shall approve, pre-authorize, and retain final authority for all movement/transfers, except for emergency hospital admissions." What will the process be for authorizing services and discharging?
Answer #11	The Utilization Management process for authorization of health care outside a correctional institution. See response to Answer #31 for explanation of current utilization management processes.
Question #12	3. PRN (temporary employees) are employees who are trained in correctional healthcare and who have undergone an orientation process. They choose the PRN status for many reasons and are often used in lieu of agency or locum staff because of the knowledge they bring concerning the healthcare operations. Penalizing a contractor after two weeks of PRN (temporary employees) use contradicts the philosophy of utilizing a trained and oriented temporary employee. Would the State consider allowing PRN employees to fill vacant full time positions, during the recruitment period without penalty after two weeks?
Answer #12	The Department has deleted Section 3.36, Liquidated Damages, from this RFP. The vendor will be required to meet all staffing requirements outlined in the RFP.

Question #13	4. A review of the Collective Bargaining Agreements does not provide a clear picture as to which class of employees are covered by AFSCME and the Federation of Physicians and Dentists Supervisory, Non Professional agreements. Please identify which classes of employees at each location are covered by each bargaining agreement?
Answer #13	Covered positions are outlined in Exhibit V, Union Agreements.
Question #14	5. Section 3.36.2.1 the RFP mentions "healthcare staff not staffed," please define which positions are being referred to as "healthcare staff" to ensure compliance of which positions must be back-filled. Please confirm if management or any other administrative staff is exempt.
Answer #14	No position(s) is/are exempt under this requirement.
Question #15	6. In answer #106, the Department indicates that they are unable to provide a price for OBIS usage. Unfortunately, to provide an accurate and competitive price, this unknown dollar figure will create a great variance between each vendor's estimation of the cost. Please provide a specific annualized price for all four regions combined.
Answer #15	Cost for OBIS in fiscal year 20010-2011 was: $1,771,340. This expenditure only includes software costs, all other associated costs, i.e. Department staffing, hardware, business recovery and database maintenance are not included as costs to the vendor.
Question #16	7. Given the complexities of the RFP, addenda, potential protests, and the remaining volume of analysis and other work to be performed by vendors in development of their proposals, will the Department consider an extension of 90 days?
Answer #16	No, the Department will not extend the calendar 90 days; however, a revised calendar has been released. See Revised Pages 136 (Revision #2) and 137 (Revision #2), included with Addendum 6.
Question #17	8. The RPF and SB2000 refer to a 7% cost reduction of its 2009-2010 costs. The pricing parameters of the RFP do not allow for annual inflationary price increases as is customary in our industry. Would the Department revise the RFP and pricing requirements to allow for annual price increases based on an objective inflationary adjustment such as the Consumer Price Index (CPI) for Medical Services? The CPI for Medical Services relative to Florida averages approximately 3% per year in recent years.
Answer #17	Please see response to Question 9.b.
Question #18	9. At this time, it is unclear if the Department is screening for and/or treating Hepatitis C in conjunction with community standards. The Department, based on answers to previous questions, has indicated it is not interested in capping Hepatitis C costs. In the near future, the federal government will publish guidelines for screening, management, and treatment of Hepatitis C that we believe the Department will have to adhere to. Our concern is the impact this will have on costs because it will significantly increase the numbers of inmates being screened and treated for Hepatitis C. We estimate this impact could be $70 million or more per year. Given the uncertainty about this issue and its potential impact on vendors' pricing, would the Department consider capping the vendor's risk for Hepatitis C costs at current levels or at least agree to set this issue aside for negotiation with the successful vendor(s) at the time the new federal regulations come into force?
Answer #18	The Department cannot negotiate this issue, since this is a Request for Proposals and not an Invitation to negotiate. However, additional costs for Hepatitis C screening and/or treatment resulting from changes in federal requirements as outlined above will be handled in accordance with section 7.6.2., Other Requested Changes.
Question #19	10. The new language inserted at the end of paragraph 2 of section 7.29 says, "The performance bond shall specifically state that it will pay for any liquidated damages assessed under the Contract." Are we correct in assuming that any liquidated damages assessed under the contract would first be remedied through the normal monthly invoicing process (i.e., deductions from payments to the vendor) and not through calling on the performance bond? We know of no capacity for a performance bond to be used fluidly for monthly payments.

Answer #19	The Department has deleted Section 3.36, Liquidated Damages, from this RFP.
Question #20	11. Vendors are required to propose a cost under this RFP at or below a 7% reduction from the DC's actual health services costs for the fiscal year 2009-2010. A vendor's price in response to this RFP will include the following significant costs: a. Electronic Medical Record (EMR) system development, hardware, and implementation. b. Performance bond costs. c. OBIS system usage charges which have not been defined by the DC but must be included. d. General, medical malpractice, and other insurance costs. e. Contract monitoring costs. f. Legal costs for defending the vendor and the DC against claims filed by inmates and others. Are there comparable costs to the above included in the DC's fiscal 2009-2010 costs? If not, how can the vendor propose a true savings from the fiscal 2009-2010 costs under this RFP if costs are not comparable?
Answer #20	The information requested in parts a, b, e and f are not available. a. The Department has removed the requirement for an electronic medical record from this RFP and will seek a separate Legislative appropriation for a statewide electronic health record. b. The Performance Bond cost will be excluded from the 7% savings calculation. c. Cost for OBIS in fiscal year 20010-2011 was: $1,771,340. This expenditure only includes software costs, all other associated costs, i.e. Department staffing, hardware, business recovery and database maintenance are not included as costs to the vendor. d. The Health Services budget entity paid $554,427 for Risk Management Insurance in FY 2009-2010. This was paid in Central Office and is not included in the institutional totals. Column Z, Total Expenditures by Location, FY 2009-2010 Summary, contains the Allocated Costs for Risk Management. These costs are not included in $401,453,392 total in Question 9 above.
Question #21	12. The DC will achieve significant overhead savings at the central office level when staffing and other health services are performed by the vendor awarded this contract, while the vendor will incur similar overhead costs in performing the service for the DC. Could the department identify the overhead savings that will be achieved? Should this overhead savings be reflected in establishment of the fiscal 2009-2010 7% reduction target so that the true level of cost reduction is used?
Answer #21	Under the outsourced model, the Department will still be accountable for overseeing the provision of comprehensive health care services. The Department will retain a reduced central office health services staff to oversee the provision of care, and regional health services monitors to monitor the health services contracts. Projected costs for regional monitors were included in Addendum 3, Answer 38.b.
Question #22	13. Performance standards related to staffing levels and associated liquidated damages under this RFP will require the vendor to propose staffing at a 100% fill rate to achieve required compliance levels. Do the fiscal 2009-2010 costs used in establishing the 7% cost reduction target for this RFP include a similarly high level of staffing and the associated costs?
Answer #22	Fiscal year 2009-2010 costs included FTE staff, OPS staff and contracted staff. The Department has deleted Section 3.36, Liquidated Damages, from this RFP.
Question #23	14. The high standards of performance in this RFP will require vendors to provide health services at correspondingly high levels to be in contract compliance, and vendors will include the costs of providing this high level of service and/or the alternative of liquidated damages in their proposal pricing. Are health services for the DC currently provided at the levels required in the RFP and is this high level of service reflected in the fiscal 2009-2010 costs to be used in establishing the 7% cost reduction target?

Answer #23	A response to this question was provided in Addendum 3, answer 48. In addition, the Department has deleted Section 3.36, Liquidated Damages, from this RFP.
Question #24	15. We continue to be confused as to the DC's FY2010 health services financial total for each region that should be the baseline for calculating the required 7% cost reduction target. The Summary tab on the worksheet "Total Expenditures By Location FY 2009-2010 Revised 10-24-11" and the answers to the questions provided in Addendum 3 do not clearly identify the baseline costs to be used. a. The answers to questions in Addendum 3 indicate that the columns in the above referenced report for "Allocated Costs Personnel Assessment" and "Allocated Costs Risk Management" are part of a separate budget entity. Could the FL DC please confirm that these columns are NOT to be included in the baseline cost for calculating the 7% reduction targets? b. We assume that the column on the above referenced worksheet titled "Allocated Costs Central Office Health Services Costs" are to be included in the baseline cost for calculating the 7% reduction targets. Could the FL DC please confirm that this column is to be included in the baseline cost for calculating the 7% reduction target? c. We assume that the total row in the above referenced worksheet for each Region includes all of the costs to be included in the baseline for calculating the 7% reduction target for each region, and the total of these rows represented by the "Institutions Only" row near the bottom of the worksheet represents the total of all health services costs to be considered in calculating the 7% reduction target. Could the FL DC please confirm the correctness of this assumption? d. The footnote at the bottom of the above referenced financial worksheet states: "Adjustments for drugs allocates total drug costs recorded in FLAIR based on percentages of expenditures by institution reported by each OHS. This includes inventory, stock drugs and 340b drugs." Per the RFP, the health services vendor will not be responsible for the cost of drugs administered in the 340b program. Therefore, we assume that the cost of the 340b program drugs should not be included in the baseline cost for calculating the 7% reduction targets. Could the DC confirm the correctness of this assumption and provide the cost of the 340b program drugs to be excluded from the baseline cost?
Answer #24	a. Allocated Costs for Personnel Assessment are to be included. Allocated Costs for Risk Management are not to be included. b. Allocated Costs for Central Office are to be included. c. The Institutions Only total is the correct total. The total is in Column X, Total Expenditures by Location, FY 2009-2010 Summary, and includes Allocated Central Office Costs and Allocated Personnel Assessment Costs. This also includes drug costs and pharmacy salaries at RMC. Adjustments would have to be made for excluded pharmacy costs. d. The 340b Costs are as follows:

	FY 10/11	FY 09/10
Projected Cost - MMCAP ($)	16,350,928	14,235,753
Actual Cost - 340B ($)	8,627,463	8,725,928
Estimated Drug Savings ($)	7,723,465	5,509,825

CORIZON

Question #25	1. <u>Section 3.36.2.1, Staffing</u> We appreciate the modification made to this section in Addendum #3 in regard to staffing paybacks for vacant positions. However, the language still requires paybacks equal to the salary and benefits for any day and/or shift that positions are not staffed. As you know, staffing in a correctional system can be

	dynamic and staffing needs can change from shift to shift and day to day depending on a variety of factors (# intakes, ADP, facility missions, infirmary census, population acuity, etc.). As a result, successful correctional healthcare programs typically allow some kind of flexibility within the staffing mix to account for these types of variables. Also, not every position is critical to be filled every shift, every day (i.e., non clinical staff). This section as currently written requires vendors to staff at 100% or incur the payback, and in reality requires staffing in excess of 100% to ensure backfill for paid time off. When comparing costs to the Department's costs of 2009-2010 in order to achieve the required 7% savings, it is our belief that the Department's costs do not include this type of payback provision, and in fact the Department's costs are reduced based on vacant positions, which based on the data provided in the RFP resulted in Department staffing levels in 2009-2010 below 88%. Most correctional healthcare contracts include some provision to account for less than 100% staffing levels before paybacks are incurred, allowing for staffing flexibility and understanding that every shift will not be filled every day and in fact this is not necessary. Will the Department consider modifying this requirement to allow for some staffing flexibility and paybacks for something less than 100% staffing 100% of the time? There are many different ways to accomplish this; however our recommendation is for paybacks to begin once staffing falls below 95% by site or region, based on job description.
Answer #25	The Department has deleted Section 3.36, Liquidated Damages, from this RFP. The vendor will be required to meet all staffing requirements outlined in the RFP.
Question #26	2. Section 5.2.12 Please confirm that the face sheet from insurance policies are still being required. Is this the same as the declarations page? If not, please clarify what is meant by face sheet. Are you requesting certificates of insurance?
Answer #26	Certificate of insurance, including and all related documents contained, is required as indicated in Section 5.2.12 and Section 7.15.
Question #27	3. Addendum #3, Question #42 Please clarify specifically, the line item(s) and/or the total dollar amount by region in the Total Expenditures by Location FY 2009-2010 Revised Summary.xls report that will be used as the basis for calculating if the required 7% savings has been achieved.
Answer #27	The total is the amount in column X, Total Expenditures by Location FY 2009-2010 Summary. This amount is $401,453,392 and includes Allocated Central Office Costs and Allocated Personnel Assessment Costs. This also includes drug costs and pharmacy salaries at RMC. Adjustments would have to be made for excluded pharmacy costs.
Question #28	4. Addendum #3, Question #45 Since the Department is unable to provide an estimate for the cost of OBIS, will you consider eliminating this requirement from the RFP as vendors have no ability to project what this cost might be?
Answer #28	No, these requirements will remain in the RFP. The OBIS system must be used to record inmate health services data until an electronic health record is implemented by the Department as outlined in Answer #9.c. In addition, please see Answer #15 concerning OBIS costs.
Question #29	5. Addendum #3, Question # 72 The response to this question indicates the vendors can each propose their own electronic medical record (EMR) and the vendor's will be responsible for the cost of integrating different systems. This could create up to four different EMRs (one for each region if different vendors are selected). There is no guarantee these systems will be able to be integrated and this could create significant challenges regarding the sharing of information across regions and impact continuity of care and ultimately overall quality of care. A single EMR throughout the state would enable the vendors to provide seamless care across regions and improve the overall quality of care. In addition, there is no way for the vendors to know at this time what EMR systems are being proposed by various competitors and therefore project what the integration costs might be. a. Therefore, will the Department consider eliminating the EMR requirement from these procurements, similar to what you have done for teleheath, and perhaps issue a separate procurement for the

	purchase of an EMR? b. If you are not willing to eliminate this requirement, will you at least consider the selection of a single EMR to implement among all regions to ensure seamless continuity of care is provided across the system? c. If multiple medical vendors are selected a Health Information Exchange(HIE) hub/aggregator will be needed. Does DC have a specific HIE in mind? Can you describe in greater detail your expectations and strategy so that a more accurate forecast can be created to build a solution?
Answer #29	a. Yes. The Department has removed the requirement for an electronic medical record from this RFP and will seek a separate Legislative appropriation for a statewide electronic health record. b. No longer applicable (see response to question 29.a.). c. No longer applicable (see response to question 29.a.).
Question #30	6. Addendum #3, Question # 122 What is the % of chemotherapy services provided at RMC vs. that provided by community providers?
Answer #30	Approximately 94% of chemotherapy services are provided at RMC, with the remaining 6% provided by community providers.
Question #31	7. Addendum #3, Question # 125 a. Please describe the utilization management process as it applies to inpatient activity at community (i.e., non-RMC) hospitals, including the titles of physician(s) and nursing staff involved (and the percentage of their time devoted to UM), any use of national screening guidelines, scheduled interactions (telephone calls, etc.) between those individuals responsible for managing utilization and the frequency of such interactions, and the frequency with which bed-days are denied for lack of medical necessity. b. Please describe the utilization management process as it applies to outpatient, off-site referral requests from site practitioners to community-based physicians and facilities. What is the process through which such requests are evaluated and approved or denied? What is the frequency with which such referrals are denied?
Answer #31	a. Inpatient Utilization Management/Case Management services are provided by FDOC as follows: Utilization Management/Case Management Inpatient process - The U.M. Role begins the day of admission. The admission is reviewed to determine medical necessity. Currently, FDOC has no license for national screening or evidenced-based clinical guidelines. Medical necessity decisions are based upon patient condition and community standards of care. U.M. performs daily concurrent reviews during the patient's hospital course. These patient care reviews are made by hospital site visits, phone calls or written faxed reviews. This information is entered into the HSUM database and shared with the respective institutional staff. U.M. evaluates the patient's needs prior to discharge and ensures that necessary services are available and in-place. U.M. is also responsible for coordinating the resources necessary for on-going care (i.e.: specialty care equipment, consults, wound care products, physical therapy and non-formulary medications). The U.M. nurse also facilitates continuity of care by ensuring that pertinent information is shared with the receiving institutions at the time of discharge (i.e.: providing Hospital Case Managers with DOC Nursing and Physician contact numbers for patient discharge and transfer reports, requests copies of hospital records and discharge summaries to be sent with the patient at the time of discharge, phone calls or e-mails to respective institutional CHO, HSA and Nursing). The U.M. Nurse will send a SYSM request for cases that involve a transfer of institutional custody. FDOC Utilization Management Program provides On-Call services statewide 24/7 for community hospital admission cases as necessary. Community hospital bed days and inpatient services are approved and monitored on a daily

	basis by U.M. However, the Utilization Management Physician Advisor is referred those cases where medical necessity is questioned and could not be resolved by U.M. prior to patient discharge. If the Physician Advisor approves the nurse's referral, the case is forwarded on to the Director of Health Services Administration for final disposition. During FY 2010/11, the inpatient total days referred for denial were 9, with 4 days denied. Region 1 – On average, 16% of inpatient admissions occur in this area at various community hospitals. These cases are managed by 1 FTE RN Consultant spending approximately 4 to 6 hours per day depending on case load for duties related to these cases. Region 2 – On average, 44% of inpatient admissions statewide occur in this area, primarily at Memorial Hospital Jacksonville. The Memorial cases are managed by 1 FTE RN Consultant assigned to the DC unit spending approximately 8 hours per day for duties related to the utilization management process. The Department also provides Utilization Management oversight by a DC physician. The DC physician, Region 2 RMED or Physician Advisor Committee Chairman makes rounds once a week for approximately 3 hours on the DC Floor and ICU. Region 3 – On average, 18% of inpatient admissions occur in this area. These cases are managed by 1 FTE RN Consultant spending approximately 5 to 6 hours per day depending on case load for duties related to these cases. Region 4 – On average, 22% of inpatients occur in this area. These cases are managed by 1 FTE RN Consultant assigned to the DC unit at Kendall spending 6 to 7 hours per day for duties related to these cases. The Department also provides Utilization Management oversight by a DC physician. The DC physician or Region 4 RMED makes rounds every two weeks for approximately 2 hours on the DC floor. Problematic cases are reviewed as needed by the CHO at SFRC and/or the Region 4 RMED. b. All outpatient referrals for community based physicians and facilities are submitted into the HSUM database for review, tracking and scheduling purposes. Currently FDOC has no license for evidenced-based clinical guidelines. Medical necessity decisions are based upon supporting documentation of patient condition, diagnostic findings, institutional resources and community standards of care. All requests are reviewed by an RN Consultant who will approve, ask for information or refer the case to the physician advisor. The physician advisor will approve, ask for information or deny the request. If a request is approved, U.M. will designate the place of service and provide scheduling instructions accordingly. If the request is denied a denial letter is generated and sent to the respective CHO and RMED for notification. Specific details are provided in the U.M. Exhibit 9a. On average U.M. processes 3,477 requests per month and refers 337 requests to the physician advisor for review. The physician advisor denies 72.4% of those cases referred.
Question #32	8. <u>Addendum #3, Question # 135</u> Please provide further description and categorization of the number of outpatient referrals to RMC by region, diagnosis, procedure, and types of specialty services provided. This information is needed in order to price these services in the community in the event that the hospital is closed.
Answer #32	See report RMC-Specialty Consults & Procedures FY10-11.xlsx
Question #33	9. <u>Addendum #3, Revised Pricing Sheet</u> If the RMC hospital is closed, will the remainder of the facility remain open, including the infirmary, mental health beds, etc. or would all the patients be disbursed back to existing beds within other facilities?
Answer #33	If the hospital is closed, the remainder of the facility would remain open.

Question #34	10. There are still inconsistencies between the pricing sheets (Attachment 11) and answers to questions related to specific sites. Please clarify the following: - Q&A confirmed that Glades CI is projected to close on December 1st, however it is still included in the Attachment 11 price sheet. - Q&A confirmed that Graceville CF is not included in this RFP, however it is still included in the Attachment 11 price sheet. - Q&A confirmed that Hillsborough CI is in Region III, however it is still included in the Region IV Attachment 11 price sheet.
Answer #34	The requirement to complete these worksheets has been deleted from the RFP.
Question #35	11. Section 3.36.3.9.2 This section states that sick call requests must be triaged within 24 hours. Currently, the Department operates several small facilities such as work camps, forestry camps etc., which do not have medical staff assigned. It is our understanding that these inmates are brought to nearby larger facilities 1 - 2 times per week. Does the 24 hour triage requirement apply to inmates in these facilities?
Answer #35	That is correct. The forms are either delivered in a sealed box by security or faxed to medical department at the associated major facility for the nurse to review. For the sick call encounter the inmate is transported to the major facility that has their medical record 1-3 times per week.
GEO Care	
Question #36	1. Addendum #3, Q&A Response #329, page 61 Is it the department's intention to have a postdoctoral psychology residency / postdoctoral program in Region IV? If so, is it the Department's intention to have the Region IV residency training director oversee internship training also? If so, will those interns be in Region IV?
Answer #36	No, the Department does not intend to have a postdoctoral psychology residency/postdoctoral program in Region IV.
Question #37	2. Addendum #3, Q&A Response #18, page 7 Please further clarify if the licenses, permits and registrations the Department seeks in response to RFP Section 5.2.12, page 145 refer to all of the clinics GEO currently operates and such documents as: • CLIA • DEA Certificates • Pharmacy Registrations • Professional Licenses of each individual healthcare provide at each of our facilities?
Answer #37	The vendor shall provide all required licenses, permits and registrations as outlined in Section 3, Scope of Services.
Question #38	3. Addendum #3, Revised Pricing Pages, Attachment 11 The pricing pages still include Hillsborough and Hendry in Region IV, does the Department intended to remove those from the Region IV pricing pages?
Answer #38	The requirement to complete these worksheets has been deleted from the RFP.
Question #39	4. Addendum #3, Q&A Response #353, page 65 The Department responded that Memorial Hospital Jacksonville and Kendall Regional Medical Center are the "two Department secure institutions" referenced in Section 5.6.7, Access to Care, page 155 of

	the RFP. The RFP requirement for Section 5.6.7 (2) is "Provide a table of organization governing on-site operations at the two Department secure institutions. The table of organization must reflect the corporate supervision of all administrative and line staff responsible for functional service delivery on-site and off-site." Please clarify what type of "table of organization" the Department requires in this section, since vendors' staff will not be providing services at the two Department secure institutions (Jackson & Kendall) and the staff at these institutions are DOC and hospital staff only, as provided in Answer #381?
Answer #39	The table of organization would apply only if the Proposer plans to have on-site UM personnel to liaison with the facility and monitor the health care of the inmates.
Question #40	5. Addendum #3, Q&A Response #32 & #33 page(s) 10 & 11 Can the Dental Director also occupy a Dental Practitioner position?
Answer #40	There is no requirement for the contractor to have a non-practicing Dental Director. The Dental Director is required to meet all responsibilities contained in RFP Sections, 5.4.1.5, 3.4.1 and 3.22.4, which deals with Florida Statute 466.0285. In addition, if the Dental Director practices at an institution, they must meet all Dental Performance Measures contained in the RFP.
Question #41	6. Addendum #3, Revised Pricing Pages, Attachment 11 For staffing purposes should the vendor use the institutional or non-institutional staffing? Does the Department have Mental Health Specialists or Behavioral Specialists, please clarify? Should the Chief Health Officer be included in the staffing?
Answer #41	a. The requirement to complete these worksheets has been deleted from the RFP. b. The Department uses "Behavioral Specialists", which is the class code for the working title of "Mental Health Specialist". Behavioral Specialists employed by the successful contractor(s) must meet the licensure requirements in accordance with F.S. 491 CLINICAL, COUNSELING, AND PSYCHOTHERAPY SERVICES. c. Yes, the Chief Health Officer should be included in staffing, as appropriate.
Question #42	7. Addendum #3, Q&A Response #292 & #364, page(s) 55 & 66 We interpret that the job descriptions required for this RFP are only required for those positions listed in Section 5.6.5(8), page 153, please confirm. If not, please specify which job descriptions are required.
Answer #42	No. Job descriptions are required for all healthcare personnel, including but not limited to, those listed in Section 5.6.5.8.
Respiratory Recovery Program	
Question #43	In regard to question #545 of addendum 3: a. If the correct total is almost $900,00.00 less than reported, where is that money? b. How many other significant errors are there in the reporting? c. Is there an audited expenditure report for year 2010 and this current year? d. Is the FDOC willing to produce a bond in the event the reporting is extremely flawed and the vendor has proposed a bid on the inaccuracies?
Answer #43	a. The total for expenses in column F, Total Expenditures by Location FY 2009-2010 Summary, is correct. This total, $10,669,845 for institutions only, contains the correct total for Janitorial/Maintenance Supplies. This was reported correctly on the Health Services Management Report FY 2009-2010. The amount reported on the management report for

	expenses is $12,129,937 and includes Central Office Expenses. The incorrect amount was reported on the Monthly Expenditure Report and has been corrected. b. The department is not aware of other errors. c. The department does not have audited expenditure reports for the periods requested. d. No
Armor Correctional Health Services	
Question #44	1. Addendum #3, questions 42, 135, 174, 199, 201 and 245 reference exhibits 9d and 9e. Please clarify where we can find these exhibits.
Answer #44	The reference to exhibits 9d and 9e is incorrect; however, the information was provided in the files located under Exhibit G – Utilization Management in the original RFP document and under UM Data in Addendum #3 documents.
Question #45	2. In proposed staffing: a. can proposers present positions by hours and FTE's versus by bodies as listed in the Baseline Staffing? b. Is Baseline staffing meant to be FTE's or employees per shift/per day? Example: If the Baseline staffing calls for 7 LPN's on the Day shift this correlates to 9.8 FTE to cover 7 days a week.
Answer #45	a. Baseline staffing is based on the number of allocated positions. b. The relief factor is included in the baseline staffing.
Question #46	3. Charlotte CI has 7 Sr. LPN's listed for medical staffing on day shift, however the inpatient mental health LPN positions are much less than current staffing. Was there a error in the number of inpatient mental health staff?
Answer #46	There are 10 LPNs in the mental health unit, 1 of the positions is designated to outpatient services.
Question #47	4. Please provide clarification that the only liquidated damages relating to staffing will be "equal to the salary and benefits of the vacant staff", and the $1,000 per vacancy or unfilled hours per shift will not be assessed for staffing.
Answer #47	The Department has deleted Section 3.36, Liquidated Damages, from this RFP.
Question #48	5. The ADP - Comprehensive price sheet for Regions 1 -2 -3 and price sheets for individual Regions 1, 2, and 3 do not state "Rx removed" as Region 4 does. Please clarify if the price sheet for Region 4 should exclude Rx and all others should include Rx. Should the ADP - Comprehensive - Rx removed - R4 price sheet include Rx?
Answer #48	The requirement to complete these worksheets has been deleted from the RFP.
Question #49	6. The ADP - Comprehensive - Rx removed - R4 price sheet includes Glades, Hendry, and Hillsborough yet in the answers to questions, Glades and Hendry will be closed and Hillsborough is in Region III. How is the Department going to account for these ADPs in the pricing analysis?
Answer #49	The requirement to complete these worksheets has been deleted from the RFP.
Question #50	7. Vendors have no way of projecting costs associated with the OBIS system. What was the total cost for the use of OBIS last fiscal year?

Answer #50	Please see Answer #15.
Question #51	8. Will the Child and Adolescent Psychologist for youthful services be required in Region IV?
Answer #51	Yes, the Child and Adolescent Psychologist for youthful offenders will be required in Region IV.
Question #52	9. The data answering question 202 was provided, however, there are no headers so it is unclear if the figures are monthly, what the figures are, etc. Further, it appears that several facilities are missing and the title states Region I. Please provide the headings and the time periods associated with the figures along with the additional facilities that are not represented.
Answer #52	The "filled script summary" contains data from all facilities for FY 10-11. The remaining three reports are from FY data as stated on the header. These remaining three reports contain prescription data retrieved from the pharmacy software. All facilities may not have had prescriptions dispensed in those drug categories as defined in the pharmacy software system. These reports may state Region I, but contain data from all of the department's pharmacies.
Question #53	10. As was stated in question #157, on the Summary Pricing Matrix, the Daily Capitated Per-Offender Fee is calculating as a per inmate per year (Absolute Dollars/ADP) instead of a per inmate per day (Absolute Dollars/ADP/365).
Answer #53	The Department needs more information from the vendor to respond to this issue.
Question #54	11. On the Total Expenditures by Location FY 2009-2010 Revised, will the Department be comparing the 7% decrease with $372.5 million, $393.2 million, $401.5 million or $404.4 million?
Answer #54	The total is the amount in column X, Total Expenditures by Location FY 2009-2010 Summary, this amount is $401,453,392 and includes Allocated Central Office Costs and Allocated Personnel Assessment Costs. This also includes drug costs and pharmacy salaries at RMC. Adjustments would have to be made for excluded pharmacy costs.
Question #55	12. Please confirm that the vendor is to provide two data centers for the EMR. One being the primary location with fail over to the secondary (back up) location. These data centers are to be physically located in different geographic locations.
Answer #55	No longer applicable. The Department has removed the requirement for an electronic medical record from this RFP and will seek a separate Legislative appropriation for a statewide electronic health record.
Question #56	13. The answer to question #310 reads: > The Department will not change the terms of the procurement relating to the 7% savings, or provide a CPI escalator. The proviso states: Any intent to award for comprehensive health services is contingent upon a cost savings of at least 7 percent less than the department's Fiscal Year 2009-2010 healthcare expenditures. The proviso allows costs savings in excess of 7 percent of the department's Fiscal Year 2009-2010 healthcare expenditures. Your proposal could result in cost savings of less than 7 percent of the department's Fiscal Year 2009-2010 healthcare expenditures. Please clarify the last sentence. Is it acceptable for a vendor not to propose savings of at least 7% for five years? How can the Commission approve if savings are not at least 7%?
Answer #56	Please see Answer 9.b.

Question #57	14. Would FDOC be willing to eliminate the individual bidder requirement for and EMR, to an EMR assessment to all vendors to cover the cost of a comprehensive EMR for the State.
Answer #57	No longer applicable. The Department has removed the requirement for an electronic medical record from this RFP and will seek a separate Legislative appropriation for a statewide electronic health record.
Question #58	15. Under sections 3.16.1 and 3.16.2 in the RFP, the State is allowing the use of virtual private networks (VPN), however under section 3.16.16 Electronic Health Record (EHR), the last bullet states "Must not utilize Virtual Network (VPN)." Does this mean: a. That facilities will not be allowed to access the EMR system via VPN? Or b. There will be no remote access to the EMR system via VPN?
Answer #58	No longer applicable. The Department has removed the requirement for an electronic medical record from this RFP and will seek a separate Legislative appropriation for a statewide electronic health record.
Question #59	16. Under section 3.16.16 Electronic Health Record (EHR), the fourth bullet states "....including fail over data centers." Does this mean that there has to be more than one fail over data center?
Answer #59	No longer applicable. The Department has removed the requirement for an electronic medical record from this RFP and will seek a separate Legislative appropriation for a statewide electronic health record.

ADDENDUM ACKNOWLEDGEMENT FORM
RFP #11-DC-8328
A D D E N D U M #7

Department of Corrections
4070 Esplanade Way
Tallahassee, Florida 32399-2500

SOLICITATION NO.: RFP #11-DC-8328

SOLICITATION TITLE: Comprehensive Healthcare Services in Region IV

PROPOSAL DUE: January 30, 2012

OPENING DATE: January 31, 2012

ADDENDUM NO.: Seven (7) DATE: January 20, 2012

PLEASE BE ADVISED THAT THE FOLLOWING CHANGES ARE APPLICABLE TO THE ORIGINAL SPECIFICATIONS OF THE ABOVE-REFERENCED RFP:

This addendum includes the following:

1. Revised Pages 161, and 195A, have been replaced with Revised Page 161 (Revision #2), and Revised Page 195A (Revision #2). Revisions are highlighted in pink.
2. Revised Pages 166 (Revision #2), and 195 (Revision #2), have been replaced with Revised Page 166 (Revision #3), and Revised Page 195 (Revision #3). Revisions are highlighted in pink.
3 Revised Response to Follow-Up Question 41a, in response to Addenda #3 & #4. Revisions are highlighted in pink.
4. "Estimated Facility Population on June 30 2012 – Revised" Report
5. Revised Summary Pricing Matrix worksheets (for Attachment 11), with updated Average Daily Population (Worksheets will be uploaded to the Department's website http://www.dc.state.fl.us/business/docs/, no later than Monday, January 23, 2012.

If you have any difficulty in downloading any of the attached documents, please call or e-mail a request for copies to the Procurement Manager.

THIS ADDENDUM NOW BECOMES A PART OF THE ORIGINAL RFP.

THE ADDENDUM ACKNOWLEDGMENT FORM SHALL BE SIGNED BY AN AUTHORIZED COMPANY REPRESENTATIVE, DATED AND RETURNED WITH THE PROPOSAL AS INSTRUCTED IN SECTION 5, PROPOSAL SUBMISSION REQUIREMENTS. FAILURE TO DO SO MAY SUBJECT THE PROPOSER TO DISQUALIFICATION.

Failure to file a protest within the time prescribed in Section 120.57(3), Florida Statutes, or failure to post the bond or other security required by law within the time allowed for filing a bond shall constitute a waiver of proceedings under Chapter 120, Florida Statutes.

PROPOSER: _____ BY: _____

ADDRESS: _____ PHONE: _____

CITY, STATE: _____ DATE: _____

AUTHORIZED SIGNATURE: _____

The Proposer shall submit ~~a~~ completed Price Information Sheets and Pricing Matrix worksheets (ATTACHMENT 11) for the provision of services outlined in this RFP. All prices indicated shall be inclusive of the necessary personnel, labor, equipment, materials, services, insurance and all other things required to provide full service delivery in accordance with the minimum requirements set forth in this RFP.

All price tables shall identify the name of the Proposer and date of submission, and shall bear the signature of a Business/Corporate Representative authorized to bind the Proposer to the prices proposed.

All calculations will be verified for accuracy by Bureau of Procurement and Supply staff assigned by the Department. In the event a mathematical error is identified the Unit Price submitted by the Proposer will prevail.

It is mandatory that the Proposer's Price Proposal, is received by the Department by the date and time specified in Section 4.2., Calendar of Events, and that it is completed as described within this section and any applicable worksheets. The Price Proposal may be submitted within the same box or container that the Project Proposal is submitted in (including all copies) as long as it is in a separately sealed envelope. As previously indicated, no cost information may be reflected in the Project Proposal.

Each Proposer shall submit one (1) separately bound, sealed and signed Cost Proposal, and three (3) copies, containing the proposed pricing methodology listed in Section 2.6 of the RFP using the Price Information Sheets (provided at the end of this document), and the Pricing Matrix worksheets (ATTACHMENT 11) as described below.

5.11.2 Price Information Sheet – Instructions

The Proposer shall complete the Price Information Sheets (#1 and #2) by following the instructions below:

1. Enter a Single Capitation Rate Per-Inmate Per-Day (Unit Price), for comprehensive health services in the appropriate column.
2. Multiply the Single Capitation Rate Per-Inmate Per-Day by 15,724 (Average Daily Population) for a Estimated Total Daily Cost.
3. Multiply the Estimated Total Daily Cost by 365 (number of days in a year) to obtain the Total Annual Cost.
4. Enter the Bond Cost per year in the appropriate column.
5. Add the Total Annual Cost and the Bond Cost per year to obtain the TOTAL PROPOSED ANNUAL COST.

The Single Capitation Rate Per-Inmate, Per-Day shall be obtained from the sum of the totals, by category of service listed in the Summary Pricing Matrix, which is part of ATTACHMENT 11.

The Unit Price submitted will prevail.

5.11.3 Pricing Matrix Worksheets Instructions

The Pricing Matrix (ATTACHMENT 11) should include per diem per-inmate fees for each category of service (medical, mental health, dental and pharmacy, and all related administrative staff, indirect costs and overhead). The Proposer shall utilize the electronic version of the Pricing Matrix worksheets when submitting their proposal.

The Proposer shall complete and submit, as part of its Price Proposal, ~~two separate sets of the~~ a completed Pricing Matrix~~, one for the initial term of the Contract, and one for the renewal period. The two sets shall be identified accordingly~~.

5.11.3.1 Summary Pricing Matrix: This is a multi-tab worksheet that contains the Summary Pricing Matrix (first tab) and detailed pricing matrices by category of service (Administrative, Medical, Mental Health, Pharmacy, Dental, and Key Management Staff~~, and Electronic Health Records~~ tabs). In the Summary tab, all figures will calculate automatically from the detailed pricing matrices. The lower portion of the worksheets offer the Proposer space for comments regarding their assumptions in pricing or other comments that the Proposer wishes to provide.

The price proposals that meet mandatory responsiveness requirements will be reviewed by BPS staff to determine price points. These Price Proposals will be examined to determine if they are consistent with the Project Proposals and that all calculations are accurate. In the event a mathematical error is identified, Unit prices submitted by the Proposer will prevail.

A maximum of four hundred (400) points will be awarded for Price Proposal.

The Price Proposals utilizing the Price Information Sheet with the lowest verified ~~Single Capitation Rate Per-Inmate Per-Day (Unit Price)~~ TOTAL PROPOSED ANNUAL COST will be awarded four hundred (400) points. All other price proposals will receive points according to the following formula:

$$\left(\frac{N}{X}\right)^3 \times 400 = Z$$

Where: N = lowest verified ~~Single Capitation Rate Per-Inmate Per-Day (Unit Price)~~ TOTAL PROPOSED ANNUAL COST of all Price Proposals
X = Proposer's proposed ~~Single Capitation Rate Per-Inmate Per-Day (Unit Price)~~ TOTAL PROPOSED ANNUAL COST
Z = points awarded

NOTE: Price Information Sheet #2, including Pharmaceutical Services, will not be used for scoring or award purposes.

6.2.7 Phase 7 – Ranking of Proposals

The points awarded for Categories 1 through 4 (Business/Corporate Qualifications, Project Staff, Technical Proposal/Service Delivery Narrative, and Price Proposals), will be totaled to determine the final score of all proposals. A final ranking of proposals will then be determined.

6.2.8 Phase 8 – Notice of Agency Decision

~~The Department will post a notice of Agency Decision as described in Section 4.4 of the RFP.~~ Prior to any award being made, the Department must obtain approval of the Legislative Budget Committee, pursuant to specific proviso in the 2011 General Appropriation Act, Chapter 2011-69, Laws of Florida. If the Department does not obtain such approval of the Legislative Budget Commission, there will be no award of a contract under this RFP. Once approval has been obtained, the Department will post a notice of Agency Decision as described in Section 4.4 of the RFP.

The Department has released a separate solicitation for comprehensive healthcare services to be provided by a single contractor in Regions I, II, and III. In the event the Department determines that it is in the best interest of the State to make an award for the multiple-region contract option, the Department will make such determination by rejecting all bids related to the single-region contract option.

6.3 Incomplete Pricing Sheet

Any Price Information Sheet that is incomplete or in which there are significant inconsistencies or inaccuracies may be rejected by the Department. No deviations, qualifications, or counter offers will be accepted. The Department reserves the right to reject any and all proposals.

6.4 Identical Tie Proposals

When evaluating bids/proposals/responses to solicitations, if the Department receives identical pricing or scoring from multiple vendors, the Department shall determine the order of award using the criteria set forth in Rule 60A-1.011, FA.C., and Chapter 295.187, F.S.

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PRICE INFORMATION SHEET #1
RFP# 11-DC-8328

Pursuant to Senate Bill 2000 (see EXHIBIT X), any intent to award for comprehensive health services is contingent upon a cost savings of at least seven percent less than the Department's Fiscal Year 2009-2010 healthcare expenditures (see EXHIBIT E). For purposes of determining whether a proposal meets the 7% requirement only the cost for the first year of the contract will be provided by the Respondent and considered by the Department. In addition, the Respondent must include all costs to the Department in this price, except the performance bond. The Respondents must separately provide below the cost of the performance bond which will be excluded from the bid price for purposes of determining the 7% savings. However, the total cost, year one price and performance bond cost, will be the basis for awarding points for the price criteria. Price increases or decreases after year one will be determined in accordance with section 5.11.

For the Price Information Sheet, proposers shall provide a single capitation rate per-inmate, per-day (Unit Price). Proposers shall complete the Price Information Sheet as instructed in Section 5.11.

Note: Services shall be provided at the Unit Price proposed times the average monthly number of inmates, based on the Department's Monthly Inmate Average contained in the Average Daily Population (ADP) report.

Comprehensive Healthcare Services
(Not including Pharmacy Services - Including the use of RMC Hospital)

Single Capitation Rate Per-Inmate, Per Day (Unit Price)		Average Daily Population		Estimated Total Daily Cost				Total Annual Cost
$_____	X	15,724	=	$_____	X	365	=	$_____
Bond Cost:								$_____
TOTAL PROPOSED ANNUAL COST (For Award Purposes):								$_____

Comprehensive Healthcare Services
(Not including Pharmacy Services - Not including the use of RMC Hospital)

Single Capitation Rate Per-Inmate, Per Day (Unit Price)		Average Daily Population		Estimated Total Daily Cost				Total Annual Cost
$_____	X	15,724	=	$_____	X	365	=	$_____
Bond Cost:								$_____
TOTAL PROPOSED ANNUAL COST (For Award Purposes):								$_____

All calculations will be verified for accuracy by the Bureau of Procurement and Supply staff assigned by the Department. In the event a mathematical error is identified, the Unit Price submitted by the Proposer will prevail.

PROPOSER: _____ BY: _____

ADDRESS: _____ PHONE: _____

CITY, STATE: _____ DATE: _____

AUTHORIZED SIGNATURE: _____

PRICE INFORMATION SHEET #2
RFP# 11-DC-8328

NOTE: This Price Information Sheet will not be used for scoring or award purposes.

Pursuant to Senate Bill 2000 (see EXHIBIT X), any intent to award for comprehensive health services is contingent upon a cost savings of at least seven percent less than the Department's Fiscal Year 2009-2010 healthcare expenditures (see EXHIBIT E). For purposes of determining whether a proposal meets the 7% requirement only the cost for the first year of the contract will be provided by the Respondent and considered by the Department. In addition, the Respondent must include all costs to the Department in this price, except the performance bond. The Respondents must separately provide below the cost of the performance bond which will be excluded from the bid price for purposes of determining the 7% savings. However, the total cost, year one price and performance bond cost, will be the basis for awarding points for the price criteria. Price increases or decreases after year one will be determined in accordance with section 5.11.

For the Price Information Sheet, proposers shall provide a single capitation rate per-inmate, per-day (Unit Price). Proposers shall complete the Price Information Sheet as instructed in Section 5.11.

Note: Services shall be provided at the Unit Price proposed times the average monthly number of inmates, based on the Department's Monthly Inmate Average contained in the Average Daily Population (ADP) report.

Comprehensive Healthcare Services (*)
(Including Pharmacy Services - Including the use of RMC Hospital)

Single Capitation Rate Per-Inmate, Per Day (Unit Price)		Average Daily Population		Estimated Total Daily Cost				Total Annual Cost
$_____	X	15,724	=	$_____	X	365	=	$_____
Bond Cost:								$_____
						TOTAL PROPOSED ANNUAL COST:		$_____

Comprehensive Healthcare Services (*)
(Including Pharmacy Services - Not including the use of RMC Hospital)

Single Capitation Rate Per-Inmate, Per Day (Unit Price)		Average Daily Population		Estimated Total Daily Cost				Total Annual Cost
$_____	X	15,724	=	$_____	X	365	=	$_____
Bond Cost:								$_____
						TOTAL PROPOSED ANNUAL COST:		$_____

All calculations will be verified for accuracy by the Bureau of Procurement and Supply staff assigned by the Department. In the event a mathematical error is identified, the Unit Price submitted by the Proposer will prevail.

(*)NOTE: This Price Information Sheet will not be used for scoring or award purposes.

PROPOSER: _____ BY: _____

ADDRESS: _____ PHONE: _____

CITY, STATE: _____ DATE: _____

AUTHORIZED SIGNATURE: _____

Responses to Written Inquiries
RFPs #11-DC-8324, #11-DC-8325, #11-DC-8326, #11-DC-8327, & #11-DC-8328
Comprehensive Healthcare Services in Regions I, II, III, and IV

Questions are color-coded as follows:

Q&As highlighted in PINK correspond to any new/revised information provided in Addendum #6.

All written inquiries are reproduced in the same format as submitted by the Contractor, unless otherwise indicated.

Question #41	6. Addendum #3, Revised Pricing Pages, Attachment 11 For staffing purposes should the vendor use the institutional or non-institutional staffing? Does the Department have Mental Health Specialists or Behavioral Specialists, please clarify? Should the Chief Health Officer be included in the staffing?
Answer #41	a. On the staffing master worksheets, all tabs are to be completed. b. The Department uses "Behavioral Specialists", which is the class code for the working title of "Mental Health Specialist". Behavioral Specialists employed by the successful contractor(s) must meet the licensure requirements in accordance with F.S. 491 CLINICAL, COUNSELING, AND PSYCHOTHERAPY SERVICES. c. Yes, the Chief Health Officer should be included in staffing, as appropriate.

Estimated Inmate Population on June 30, 2012
Adjusted for CJEC Projected Decrease
Adjusted for Consolidation of Facilities

	Estimated June 30, 2012 Pop		ORIGINAL RFP TOTALS ADP JUNE 30, 2011		Additional Med 1 Inmates	Additional Med 2 Inmates	Additional Med 3 Inmates	Additional Med 4 Inmates	Additional Psych 1 Inmates	Additional Psych 2 Inmates	Additional Psych 3 Inmates
1 -101-APALACHEE WEST UNIT	1009		881		86	54	6	0	146	0	0
1 -102-APALACHEE EAST UNIT	1122		1096		50	27	18	0	35	10	50
1 -103-JEFFERSON C.I.	0		1117								
1 -104-JACKSON C.I.	1416		1278		71	45	5	0	121	0	0
1 -105-CALHOUN C.I.	1395		1409								
1 -106-CENTURY C.I.	1402		1423								
1 -107-HOLMES C.I.	1288		1110		128	49	27	0	173	31	0
1 -108-WALTON C.I.	1231		1258								
1 -109-GULF C.I.	1537		1554								
1 -110-NWFRC MAIN UNIT.	1300		1383								
1 -111-GADSDEN C.F.	1510		1512								
1 -112-BAY C.F.	978		981								
1 -113-FRANKLIN C.I.	1424		1406								
1 -114-R.JUNCTION WORK CAMP	0		343								
1 -115-OKALOOSA C.I.	920		937								
1 -118-WAKULLA C.I.	1262		1276								
1 -119-SANTA ROSA C.I.	1459		1434								
1 -120-LIBERTY C.I.	1404		1300		84	28	24	0	136	0	0
1 -121-LIBERTY WORK CAMP	281		283								
1 -122-WAKULLA ANNEX	1301		1436								
1 -125-NWFRC ANNEX.	1120		813		125	51	28	2	96	10	100
1 -135-SANTA ROSA ANNEX	1378		1361		32	17	11	0	47	13	0
1 -136-CARYVILLE WORK CAMP	0		121								
1 -139-QUINCY ANNEX	381		409								
1 -150-GULF C.I.- ANNEX	1503		1438		29	16	11	0	44	12	0
1 -159-GRACEVILLE C.F.	1847		1879								
1 -160-GRACEVILLE WORK CAMP	275		281								
1 -161-OKALOOSA WORK CAMP	273		280								
1 -162-HOLMES WORK CAMP	327		324								
1 -163-PANAMA CITY W.R.C.	70		70								
1 -164-PENSACOLA W.R.C.	84		81								
1 -165-CALHOUN WORK CAMP	285		281								
1 -166-JACKSON WORK CAMP	280		280								

Estimated Inmate Population on June 30, 2012
Adjusted for CJEC Projected Decrease
Adjusted for Consolidation of Facilities

	Estimated June 30, 2012 Pop	ORIGINAL RFP TOTALS ADP JUNE 30, 2011	Additional Med 1 Inmates	Additional Med 2 Inmates	Additional Med 3 Inmates	Additional Med 4 Inmates	Additional Psych 1 Inmates	Additional Psych 2 Inmates	Additional Psych 3 Inmates
1 -167-CENTURY WORK CAMP	276	263							
1 -168-TALLAHASSEE W.R.C.	116	117							
1 -170-GULF FORESTRY CAMP	292	288							
1 -171-BAY CITY WORK CAMP	269	280							
1 -172-WALTON WORK CAMP	287	283							
1 -173-WAKULLA WORK CAMP	429	429							
1 -177-BERRYDALE FRSTRY CMP	103	125							
1 -185-BLACKWATER C.F.	1977	1992							
1 -187-SHISA HOUSE WEST	31	31							
1 -196-FRANKLIN COUNTY JAIL	31	32							
1 -197-WASHINGTON CO. JAIL	25	25							
TOTAL REGION I	**33,898**	**34,900**	**605**	**287**	**130**	**2**	**798**	**76**	**150**
TOTAL REGION I LESS PRIVATE PRISONS	**27,586**	**28,536**	**605**	**287**	**130**	**2**	**798**	**76**	**150**
2 -201-COLUMBIA C.I.	1428	1356	76	40	27	1	35	9	100
2 -204-NEW RIVER CI. O-UNIT	0	480							
2 -205-FLORIDA STATE PRISON	1277	1239							
2 -206-FSP WEST UNIT	862	878							
2 -208-R.M.C.- WEST UNIT	777	1098	61	8	5	0	74	0	0
2 -209-R.M.C.- MAIN UNIT	1340	1316							
2 -210-NEW RIVER CI	0	993							
2 -211-CROSS CITY C.I.	982	982							
2 -212-MAYO C.I	1395	1536							
2 -213-UNION C.I.	1932	1929	2	4	4	0	10	0	0
2 -215-HAMILTON C.I.	1254	1233							
2 -216-MADISON C.I.	1254	1206	27	9	8	0	44	0	0
2 -218-TAYLOR C.I.	1430	1283	88	30	26	0	144	0	0
2 -219-LAKE CITY C.F.	879	889							
2 -221-R.M.C WORK CAMP	426	429							
2 -224-TAYLOR ANNEX	1511	1356	88	30	25	0	143	0	0

Estimated Inmate Population on June 30, 2012
Adjusted for CJEC Projected Decrease
Adjusted for Consolidation of Facilities

	Estimated June 30, 2012 Pop	ORIGINAL RFP TOTALS ADP JUNE 30, 2011	Additional Med 1 Inmates	Additional Med 2 Inmates	Additional Med 3 Inmates	Additional Med 4 Inmates	Additional Psych 1 Inmates	Additional Psych 2 Inmates	Additional Psych 3 Inmates
2 -227-TAYLOR WORK CAMP	430	422							
2 -230-SUWANNEE C.I	973	914	28	10	8	0	46	0	0
2 -231-SUWANNEE C.I. ANNEX	1449	1071	170	21	15	0	206	0	0
2 -232-SUWANNEE WORK CAMP	420	425							
2 -240-GAINESVILLE W.C.	269	268							
2 -243-DINSMORE W.R.C.	136	142							
2 -249-LAKE CITY W.R.C.	113	112							
2 -250-HAMILTON ANNEX	1369	1219	88	30	26	0	144	0	0
2 -251-COLUMBIA ANNEX	1421	1012	284	55	55	0	394	0	0
2 -255-LAWTEY C.I.	807	810							
2 -261-BAKER WORK CAMP	284	284							
2 -262-CROSS CITY WORK CAMP	277	275							
2 -263-HAMILTON WORK CAMP	277	285							
2 -264-COLUMBIA WORK CAMP	287	286							
2 -265-MAYO WORK CAMP	324	320							
2 -266-SANTA FE W.R.C.	105	114							
2 -267-BRIDGES OF JACKSONVI	136	134							
2 -277-GAINESVILLE C.I.	0	524							
2 -278-SHISA HOUSE EAST	15	14							
2 -279-BAKER C.I.	1143	1127							
2 -280-LANCASTER W.C.	274	277							
2 -281-LANCASTER C.I.	565	636							
2 -289-MADISON WORK CAMP	294	293							
2 -297-LAFAYETTE COUNTY JAI	6	8							
TOTAL REGION II	28,121	29,175	912	237	199	1	1,240	9	100
TOTAL REGION II LESS PRIVATE PRISONS	27,242	28,286	912	237	199	1	1,240	9	100
3 -214-PUTNAM C.I.	494	468	10	2	0	0	12	0	0
3 -242-DAYTONA W.R.C.	81	82							
3 -282-TOMOKA C.I.	1170	1158	17	2	1	0	20	0	0

Estimated Inmate Population on June 30, 2012
Adjusted for CJEC Projected Decrease
Adjusted for Consolidation of Facilities

	Estimated June 30, 2012 Pop	ORIGINAL RFP TOTALS ADP JUNE 30, 2011	Additional Med 1 Inmates	Additional Med 2 Inmates	Additional Med 3 Inmates	Additional Med 4 Inmates	Additional Psych 1 Inmates	Additional Psych 2 Inmates	Additional Psych 3 Inmates
3 -284-TOMOKA WORK CAMP	274	283							
3 -285-REALITY HOUSE	109	112							
3 -287-LEVY FORESTRY CAMP	0	205							
3 -304-MARION C.I.	1378	1180	213	35	5	0	253	0	0
3 -307-SUMTER C.I.	1720	1367	329	29	0	0	358	0	0
3 -308-SUMTER B.T.U.	65	46							
3 -312-LAKE C.I.	1110	969	77	40	27	1	0	0	145
3 -314-LOWELL C.I.	1240	1220	31	23	0	0	48	6	0
3 -316-LOWELL WORK CAMP	359	289	39	29	0	0	60	8	0
3 -320-CFRC-MAIN	1456	1387							
3 -321-CFRC-EAST	1288	821	358	54	32	0	444	0	0
3 -323-CFRC-SOUTH	86	83							
3 -336-HERNANDO C.I.	397	352							
3 -341-COCOA W.R.C.	77	82							
3 -345-SUNCOAST W.R.C.(FEM)	162	160							
3 -351-BRIDGES OF ORLANDO	140	145							
3 -352-ORLANDO TRANS.CENTER	124	133							
3 -353-TRANS.HOUSE INC.KISS	152	153							
3 -354-LARGO RES.RE-ENTRY C	265	274							
3 -355-REENTRY CTR OF OCALA	98	127							
3 -361-ORLANDO W.R.C.	78	81							
3 -363-BREVARD WORK CAMP	254	278							
3 -364-MARION WORK CAMP	273	274							
3 -365-SUMTER WORK CAMP	289	287							
3 -367-LOWELL ANNEX	1298	1347							
3-368-LOWELL RECEPT CENTER	906		362	393	150	1	412	118	376
3 -374-KISSIMMEE W.R.C.	113	113							
3 -503-AVON PARK C.I.	1055	993	50	7	2	0	59	0	0
3 -504-AVON PARK WORK CAMP	509	510							
3 -529-HILLSBOROUGH C.I.	0	272							
3 -540-BARTOW W.R.C.	76	76							
3 -552-LARGO R.P.	66	65							
3 -554-PINELLAS W.R.C.	45	43							

Estimated Inmate Population on June 30, 2012
Adjusted for CJEC Projected Decrease
Adjusted for Consolidation of Facilities

	Estimated June 30, 2012 Pop	ORIGINAL RFP TOTALS ADP JUNE 30, 2011	Additional Med 1 Inmates	Additional Med 2 Inmates	Additional Med 3 Inmates	Additional Med 4 Inmates	Additional Psych 1 Inmates	Additional Psych 2 Inmates	Additional Psych 3 Inmates
3 -562-POLK WORK CAMP	286	279							
3 -572-TARPON SPRGS W.R.C.	82	80							
3 -573-ZEPHYRHILLS C.I.	652	661							
3 -575-DEMILLY C.I.	0	334							
3 -580-POLK C.I.	1134	1124	52	12	1	0	65	0	0
3 -583-ST. PETE W.R.C.	144	140							
TOTAL REGION III	19,505	18,053	1,538	626	218	2	1,731	132	521
TOTAL REGION III LESS PRIVATE PRISONS	19,505	18,053	1,538	626	218	2	1,731	132	521
4 -401-EVERGLADES C.I.	1705	1569	114	28	0	0	142	0	0
4 -402-S.F.R.C.	805	891							
4 -403-S.F.R.C SOUTH UNIT	496	492	28	18	2	0	48	0	0
4 -404-OKEECHOBEE C.I.	1743	1638	83	21	0	0	104	0	0
4 -405-SOUTH BAY C.F.	1847	1856							
4 -411-POMPANO TRANS.CNTR.	204	210							
4 -412-BRADENTON TRANS.CNTR	118	117							
4 -418-INDIAN RIVER C.I.	0	482							
4 -419-HOMESTEAD C.I.	661	672							
4 -420-MARTIN WORK CAMP	201	199							
4 -426-BIG PINE KEY R.P.	63	62							
4 -430-MARTIN C.I.	1462	1310	117	49	27	1	50	0	144
4 -431-LOXAHATCHEE R.P.	91	88							
4 -444-FORT PIERCE W.R.C.	80	80							
4 -446-HOLLYWOOD W.R.C.	101	117							
4 -452-ATLANTIC W.R.C.	42	43							
4 -457-MIAMI NORTH W.R.C.	165	183							
4 -462-GLADES WORK CAMP	205	280							
4 -463-DADE C.I.	1574	1404	75	40	27	1	0	0	143
4 -464-SAGO PALM RE-ENTRY C	359	368							
4 -467-BRIDGES OF POMPANO	196	192							

Estimated Inmate Population on June 30, 2012
Adjusted for CJEC Projected Decrease
Adjusted for Consolidation of Facilities

	Estimated June 30, 2012 Pop		ORIGINAL RFP TOTALS ADP JUNE 30, 2011		Additional Med 1 Inmates	Additional Med 2 Inmates	Additional Med 3 Inmates	Additional Med 4 Inmates	Additional Psych 1 Inmates	Additional Psych 2 Inmates	Additional Psych 3 Inmates
4 -469-W.PALM BEACH W.R.C.	121		145								
4 -473-OPA LOCKA W.R.C.	144		140								
4 -475-BROWARD C.I.	0		668								
4 -501-HARDEE C.I.	1604		1616								
4 -510-CHARLOTTE C.I.	1298		557								
4 -511-MOORE HAVEN C.F.	979		981								
4 -525-ARCADIA ROAD PRISON	96		96								
4 -544-FT. MYERS WORK CAMP	113		114								
4 -560-DESOTO WORK CAMP	286		287								
4 -561-HENDRY WORK CAMP	0		257								
4 -563-HARDEE WORK CAMP	286		285								
4 -564-DESOTO ANNEX	1505		1508		14	1	1	0	16	0	0

TOTAL REGION IV	18,550		18,907		431	157	57	2	360	-	287
TOTAL REGION IV LESS PRIVATE PRISONS	15,724		16,070		431	157	57	2	360	-	287
TOTAL	100,074		101,035		3,486	1,307	604	7	4,129	217	1,058
TOTAL LESS PRIVATE PRISONS	90,057		90,945		3,486	1,307	604	7	4,129	217	1,058

ADDENDUM ACKNOWLEDGEMENT FORM
RFP #11-DC-8328
A D D E N D U M #8

Department of Corrections
4070 Esplanade Way
Tallahassee, Florida 32399-2500

SOLICITATION NO.: RFP #11-DC-8328

SOLICITATION TITLE: Comprehensive Healthcare Services in Region IV

PROPOSAL DUE: February 6, 2012

OPENING DATE: February 7, 2012

ADDENDUM NO.: Eight (8) DATE: January 25, 2012

PLEASE BE ADVISED THAT THE FOLLOWING CHANGES ARE APPLICABLE TO THE ORIGINAL SPECIFICATIONS OF THE ABOVE-REFERENCED RFP:

This addendum includes the following:

1. Revised Calendar of Events: Revised Pages 136 and 137 (Revision #2), have been replaced with Revised Pages 136 and 137 (Revision #3). Revisions are highlighted in green.

2. Revised Summary Pricing Matrix worksheets (for Attachment 11): The formula for calculating the "Daily Capitated Per-Offender Fee" has been revised. (Summary Pricing Matrix worksheets will be uploaded to the Department's website http://www.dc.state.fl.us/business/docs/, no later than COB on Thursday, January 26, 2012.

If you have any difficulty in downloading any of the attached documents, please call or e-mail a request for copies to the Procurement Manager.

THIS ADDENDUM NOW BECOMES A PART OF THE ORIGINAL RFP.

THE ADDENDUM ACKNOWLEDGMENT FORM SHALL BE SIGNED BY AN AUTHORIZED COMPANY REPRESENTATIVE, DATED AND RETURNED WITH THE PROPOSAL AS INSTRUCTED IN SECTION 5, PROPOSAL SUBMISSION REQUIREMENTS. FAILURE TO DO SO MAY SUBJECT THE PROPOSER TO DISQUALIFICATION.

Failure to file a protest within the time prescribed in Section 120.57(3), Florida Statutes, or failure to post the bond or other security required by law within the time allowed for filing a bond shall constitute a waiver of proceedings under Chapter 120, Florida Statutes.

PROPOSER: _____ BY: _____

ADDRESS: _____ PHONE: _____

CITY, STATE: _____ DATE: _____

AUTHORIZED SIGNATURE: _____

SECTION 4 – PROCUREMENT RULES AND INFORMATION

4.1. Procurement Manager

Questions related to the procurement should be addressed to:

Ana Ploch, Procurement Manager
Florida Department of Corrections
Bureau of Procurement & Supply
4070 Esplanade Way
Tallahassee, FL 32311
Telephone: (850) 717-3680
Fax: (850) 488-7189
E-mail: ploch.ana@mail.dc.state.fl.us

Pursuant to Section 287.057(23), Florida Statutes, Proposers to this solicitation or persons acting on their behalf may not contact, between the release of the solicitation and the end of the seventy-two (72) hour period following the agency posting the Notice of Agency Decision ("intended award"), excluding Saturdays, Sundays, and state holidays, any employee or officer of the executive or legislative branch concerning any aspect of this solicitation, except in writing to the Procurement Manager or as provided in the solicitation documents. Violation of this provision may be grounds for rejecting a proposal.

Questions will only be accepted if submitted in writing and received on or before the date and time specified in the Calendar of Events (Section 4.2). Responses will be posted on the Vendor Bid System (VBS) by the date referenced in the Calendar of Events (Section 4.2).

Any person requiring special accommodation in responding to this solicitation because of a disability should call the Bureau of Procurement and Supply at 850-717-3700 at least five (5) days prior to any pre-solicitation conference, solicitation opening or meeting. If you are hearing or speech impaired, please contact the Bureau of Procurement and Supply by using the Florida Relay Service, which can be reached at 1-800-955-8771 (TDD).

Interested parties are encouraged to carefully review all the materials contained herein and prepare proposals accordingly.

4.2. Calendar of Events

Listed below are the important actions and dates/times by which the actions shall be taken or completed. If the Department finds it necessary to change any of these dates/times, it will be accomplished by an addendum. All listed times are local Eastern Standard Time in Tallahassee, Florida.

	DATE	TIME	ACTION
4.2.1	September 14, 2011		Release of RFP to public, posted on VBS
4.2.2	September 19, 2011		Last day for Notice of Intent to Propose received by the Department, and for submitting information for background screening (names and identifying information for site visits)
4.2.3	September 26 – October 5, 2011		Site Visits
4.2.4	October 12, 2011	5:00 p.m.	Last day for Written Inquiries received by the Department
4.2.5	November 18, 2011		Anticipated date that Answers to Written Inquiries to the RFP will be posted on VBS.
4.2.6	February 6, 2012	5:00 p.m.	Proposals Due

	DATE	TIME	ACTION
4.2.7	February 7, 2012	2:00 p.m.	Project Proposal Opening - Including Review of Mandatory Responsiveness Requirements (Fatal Criteria)
4.2.8	February 29, 2012	2:00 p.m.	Anticipated date of Price Proposal Opening
4.2.9	March 6-9, 2012		Anticipated date for Legislative Budget Committee Review
4.2.10	March 13, 2012		Anticipated Posting of Agency Decision
4.2.11	April 1, 2012		Anticipated Contract Start Date – Allows for an implementation planning period prior to the beginning of services. Implementation of services shall begin on April 1, 2012 and must be completed for all locations and regions between April 1, 2012 and June 30, 2012

4.3. Procurement Rules

4.3.1 Submission of Proposals

Each proposal shall be prepared simply and economically, providing a straightforward, concise delineation of the Proposer's capabilities to satisfy the requirements of this RFP. Elaborate bindings, colored displays, and promotional material are not desired. Emphasis in each proposal shall be on completeness and clarity of content. In order to expedite the evaluation of proposals, it is essential that Proposers follow the format and instructions contained in the Proposal Submission Requirements (Section 5) with particular emphasis on the Mandatory Responsiveness Requirements.

Proposals are due at the time and date specified in the Calendar of Events (Section 4.2) at the Department of Corrections, Bureau of Procurement and Supply, and shall be submitted to the attention of the Procurement Manager listed in Section 4.1. Proposals shall be delivered via express mail, or hand-delivery, to the address listed in Section 4.1. Proposals received late (after proposal due date and time) will not be considered, and no modification by the Proposer, of submitted proposals, will be allowed, unless the Department has made a request for additional information. No Department staff will be held responsible for the inadvertent opening of a proposal not properly sealed, addressed or identified.

NOTE: Proposers should keep in mind that the PROPOSALS DUE date and the PROJECT PROPOSAL OPENING date are not the same.

4.3.2 Proposal Opening

Proposals will be publicly opened at the time and date specified in the Calendar of Events (Section 4.2). The opening of proposals will take place at the Department of Corrections, Bureau of Procurement and Supply, 4070 Esplanade Way, 2nd floor, Tallahassee, Florida. The name of all Proposers submitting proposals shall be made available to interested parties upon written request to the Procurement Manager listed in Section 4.1.

4.3.3 Costs of Preparing Proposal

The Department is not liable for any costs incurred by a Proposer in responding to this RFP, including those for oral presentations, if applicable.

4.3.4 Disposal of Proposals

All proposals become the property of the State of Florida and will be a matter of public record subject to the provisions of Chapter 119, Florida Statutes. Selection or rejection of the proposal will not affect this right.

SCHEDULE XIIB-2: MAJOR OUTSOURCING AND PRIVATIZATION INITIATIVES EXCEEDING $10 MILLION INITIALLY UNDERTAKEN IN THE LAST FIVE YEARS - COST AND DELIVERABLES DATA

Sectin I: Cost Data

For each outsourced or privatized service or activity, complete the cost analysis below:

Fiscal Year	Planned Costs	Actual/Revised Costs	Planned Savings	Actual/Revised Savings
FY 2013-2014	278,496,445	$	$	$
FY 0000 - 0000	$	$	$	$
FY 0000 - 0000	$	$	$	$
FY 0000 - 0000	$	$	$	$
FY 0000 - 0000	$	$	$	$
FY 0000 - 0000	$	$	$	$
FY 0000 - 0000	$	$	$	$
FY 0000 - 0000	$	$	$	$
FY 0000 - 0000	$	$	$	$
FY 0000 - 0000	$	$	$	$

Variance	Reasons			
Cost				
Savings				

Section II: Deliverables and Milestones Schedule

For each outsourced or privatized service or activity, complete the deliverables and milestones schedule below:

Deliverables and Milestones	Original	Actual Date/ Revised Date

Variance	Reasons			
Schedule				

Schedule XIV
Variance from Long Range Financial Outlook

Agency: Department of Corrections **Contact: Mark Tallent**

Article III, Section 19(a)3, Florida Constitution, requires each agency Legislative Budget Request to be based upon and reflect the long range financial outlook adopted by the Joint Legislative Budget Commission or to explain any variance from the outlook.

1) Does the long range financial outlook adopted by the Joint Legislative Budget Commission in September 2013 contain revenue or expenditure estimates related to your agency?

Yes [X] No [ ]

2) If yes, please list the estimates for revenues and budget drivers that reflect an estimate for your agency for Fiscal Year 2013-2014 and list the amount projected in the long range financial outlook and the amounts projected in your Schedule I or budget request.

	Issue (Revenue or Budget Driver)	R/B*	FY 2014-2015 Estimate/Request Amount	
			Long Range Financial Outlook	Legislative Budget Request
a	Increase in the CJEC Prison System Population	B	$46.80	$32.40
b				
c				
d				
e				
f				

3) If your agency's Legislative Budget Request does not conform to the long range financial outlook with respect to the revenue estimates (from your Schedule I) or budget drivers, please explain the variance(s) below.

The department's legislative budget request issue for projected increases in the CJEC prison population is based on an established model that only includes inmate variable costs and correctional officer positions required for housing, along with certain classification officer positions. The department's request for support staff necessary to re-open facilities to accomodate the increased population is contained in separate issues.

* R/B = Revenue or Budget Driver

SCHEDULE VI: DETAIL OF DEBT SERVICE

Department: Corrections **Budget Period 2014 -2015**

Budget Entity: Correctional Facilities Repairs and Maintenance 70032000

(1) SECTION I	(2) ACTUAL FY 2012-2013	(3) ESTIMATED FY 2013-2014	(4) REQUEST FY 2014-2015
Interest on Debt	24,829,380	32,088,344	30,140,765
Principal	38,434,875	40,290,000	41,239,999
Repayment of Loans			
Fiscal Agent or Other Fees	213,321	35,853	35,853
Other Debt Service			
Total Debt Service	63,477,576	72,414,197	71,416,617

Explanation: *Included in the actual year totals are the amounts paid by US Bank Prin (06A) $136,544.59 and INT (06A) $251,315.63 for Moore Haven; Prin (06A) $644,878.12 and INT (06A) $355,119.03 for Gadsden; Prin (09B) $12,380,000 Int (09B) $920,531.25, Int (09C) $8,330,266 for various facilities; Prin (09A) $615,483.98 and Int (09A) $3,081,934.78 for Blackwater; Prin (06A) $657,315.62, Int (06A) $1,342,684.38, Int (08A) $370,082.93 for Graceville; Prin (06A) $173,913.55, Int (06A) $213,946.88 for Bay.*

SECTION II

ISSUE: Glades County/Moorehaven Correctional Facility - Series 2001 and 2006A

(1) INTEREST RATE	(2) MATURITY DATE	(3) ISSUE AMOUNT	(4) June 30, 2014	(5) June 30, 2015
4.02%	8/1/2025	33,082,300	11,173,725	9,463,725

(6)		(7) ACTUAL FY 2012-2013	(8) ESTIMATED FY 2013-2014	(9) REQUEST FY 2014-2015
Interest on Debt	(G)	687,051	592,759	483,100
Principal	(H)	2,349,875	2,460,000	1,710,000
Fiscal Agent or Other Fees	(I)	4,236	2,761	2,761
Other	(J)			
Total Debt Service	**(K)**	3,041,162	3,055,520	2,195,861

ISSUE: South Bay Correctional Facility - Series 2004

(1) INTEREST RATE	(2) MATURITY DATE	(3) ISSUE AMOUNT	(4) June 30, 2014	(5) June 30, 2015
2.0% to 5.0%	6/30/2026	56,148,359	27,521,796	23,745,819

(6)		(7) ACTUAL FY 2012-2013	(8) ESTIMATED FY 2013-2014	(9) REQUEST FY 2014-2015
Interest on Debt	(G)	1,626,530	1,451,276	1,267,165
Principal	(H)	3,421,641	3,588,481	3,775,977
Fiscal Agent or Other Fees	(I)	6,410	1,108	1,108
Other	(J)			
Total Debt Service	**(K)**	5,054,581	5,040,865	5,044,250

ISSUE: Bay Correctional Facility - Series 2001 and Series 2006A

INTEREST RATE	MATURITY DATE	ISSUE AMOUNT	June 30, 2014	June 30, 2015
4.02%	8/1/2025	37,519,000	12,840,000	9,990,000

		ACTUAL FY 2012-2013	ESTIMATED FY 2013-2014	REQUEST FY 2014-2015
Interest on Debt	(G)	824,720	702,078	554,594
Principal	(H)	2,570,000	2,710,000	2,850,000
Fiscal Agent or Other Fees	(I)	4,236	2,761	2,761
Other	(J)			
Total Debt Service	**(K)**	3,398,956	3,414,839	3,407,355

ISSUE: Graceville Correctional Facility - Series 2006A and Series 2008A

INTEREST RATE	MATURITY DATE	ISSUE AMOUNT	June 30, 2014	June 30, 2015
4.30%	8/1/2025	100,335,000	71,880,000	67,450,000

		ACTUAL FY 2012-2013	ESTIMATED FY 2013-2014	REQUEST FY 2014-2015
Interest on Debt	(G)	3,447,986	3,276,518	3,079,473
Principal	(H)	4,045,000	4,230,000	4,430,000
Fiscal Agent or Other Fees	(I)	0	4,834	4,834
Other	(J)			
Total Debt Service	**(K)**	7,492,986	7,511,352	7,514,307

ISSUE: Palm Beach (SAGO)

INTEREST RATE	MATURITY DATE	ISSUE AMOUNT	June 30, 2014	June 30, 2015
5.125%	8/1/2017	11,575,000	5,315,000	4,080,000

		ACTUAL FY 2012-2013	ESTIMATED FY 2013-2014	REQUEST FY 2014-2015
Interest on Debt	(G)	352,500	295,125	234,875
Principal	(H)	1,120,000	1,175,000	1,235,000
Fiscal Agent or Other Fees	(I)	167,694	3,771	3,771
Other	(J)			
Total Debt Service	**(K)**	1,640,194	1,473,896	1,473,646

ISSUE: Polk (Demilly WC)

INTEREST RATE	MATURITY DATE	ISSUE AMOUNT	June 30, 2014	June 30, 2015
5.125%	8/1/2017	10,900,000	5,005,000	3,845,000

		ACTUAL FY 2012-2013	ESTIMATED FY 2013-2014	REQUEST FY 2014-2015
Interest on Debt	(G)	331,875	277,875	221,250
Principal	(H)	1,055,000	1,105,000	1,160,000
Fiscal Agent or Other Fees	(I)	3,771	4,971	4,971
Other	(J)			
Total Debt Service	**(K)**	1,390,646	1,387,846	1,386,221

ISSUE: Blackwater Correctional

INTEREST RATE	MATURITY DATE	ISSUE AMOUNT	June 30, 2014	June 30, 2015
5.250%	8/1/2028	130,770,000	112,455,000	107,295,000

		ACTUAL FY 2012-2013	ESTIMATED FY 2013-2014	REQUEST FY 2014-2015
Interest on Debt	(G)	6,047,244	5,930,638	5,685,388
Principal	(H)	4,665,000	4,905,000	5,160,000
Fiscal Agent or Other Fees	(I)	3,500	3,500	3,500
Other	(J)			
Total Debt Service	**(K)**	10,715,744	10,839,138	10,848,888

ISSUE: Various Facilities - U.S. Bank - Series 2009B & Series 2009C

INTEREST RATE	MATURITY DATE	ISSUE AMOUNT	June 30, 2014	June 30, 2015
4.277%	7/15/2029	288,120,000	239,255,000	225,660,000

		ACTUAL FY 2012-2013	ESTIMATED FY 2013-2014	REQUEST FY 2014-2015
Interest on Debt	(G)	9,250,797	17,601,895	16,985,488
Principal	(H)	12,380,000	12,980,000	13,595,000
Fiscal Agent or Other Fees	(I)	8,828	3,500	3,500
Other	(J)			
Total Debt Service	**(K)**	21,639,625	30,585,395	30,583,988

ISSUE:	Columbia County/Lake City Correctional Facility - Series 2004			
INTEREST RATE	MATURITY DATE	ISSUE AMOUNT	June 30, 2014	June 30, 2015
4.00% to 5.125%	8/1/2025	31,291,641	20,857,817	19,093,795

		ACTUAL FY 2012-2013	ESTIMATED FY 2013-2014	REQUEST FY 2014-2015
Interest on Debt	(G)	1,019,970	938,098	852,085
Principal	(H)	1,598,359	1,676,519	1,764,022
Fiscal Agent or Other Fees	(I)	6,410	1,886	1,886
Other	(J)			
Total Debt Service	**(K)**	2,624,739	2,616,503	2,617,993

ISSUE:	Okeechobee - Series 2004			
(1) INTEREST RATE	(2) MATURITY DATE	(3) ISSUE AMOUNT	(4) June 30, 2014	(5) June 30, 2015
2.00% to 5.00%	2/15/2015	28,215,000	3,315,246	246

(6)		(7) ACTUAL FY 2012-2013	ESTIMATED FY 2013-2014	(9) REQUEST FY 2014-2015
Interest on Debt	(G)	380,088	260,394	133,919
Principal	(H)	3,065,000	3,185,000	3,315,000
Fiscal Agent or Other Fees	(I)	4,000	4,000	4,000
Other	(J)			
Total Debt Service	**(K)**	3,449,088	3,449,394	3,452,919

ISSUE:	Gadsden Correctional Facility - Series 2001 and 2006A			
(1) INTEREST RATE	(2) MATURITY DATE	(3) ISSUE AMOUNT	(4) June 30, 2014	(5) June 30, 2015
4.02%	2/1/2026	34,593,700	14,975,000	12,730,000

(6)		(7) ACTUAL FY 2012-2013	(8) ESTIMATED FY 2013-2014	(9) REQUEST FY 2014-2015
Interest on Debt	(G)	860,619	761,688	643,428
Principal	(H)	2,165,000	2,275,000	2,245,000
Fiscal Agent or Other Fees	(I)	4,236	2,761	2,761
Other	(J)			
Total Debt Service	**(K)**	3,029,855	3,039,449	2,891,189

SCHEDULE IX: MAJOR AUDIT FINDINGS AND RECOMMENDATIONS

Budget Period: 2012 - 2013

Department: Inspector General's Office

Chief Internal Auditor: Paul Strickland

Budget Entity: Bureau of Internal Audit

Phone Number: 850-717-3408

(1) REPORT NUMBER	(2) PERIOD ENDING	(3) UNIT/AREA	(4) SUMMARY OF FINDINGS AND RECOMMENDATIONS	(5) SUMMARY OF CORRECTIVE ACTION TAKEN	(6) ISSUE CODE
A12034	8/1/2012	Office of Institutions	**Finding 1: The Release Voucher/Release, DC2-313, did not always reflect signed receipt in the chain of custody when the discharge gratuity (cash) is passed from one individual to another.** **Recommendation:** We recommend the Warden enforce the requirements of DC Procedures 203.005 and 203.016, respectively, in that the exchange of cash is to be evidenced by signature on the DC2-313 and all transactions, including cash for all funds, be made by signed receipt reflecting the amount and the date of the transaction, when cash or control of cash is passed from one individual to another.	Management agreed with and responded to the finding. They are taking or have taken appropriate action to rectify the audit issues.	Inspector General's Office/Bureau of Internal Audit
			Finding 2: The quarterly review conducted by the regional accounting office failed to identify an issue of non-compliance. **Recommendation:** We recommend the Regional Director direct regional accounting staff to conduct a more thorough review of the local petty cash fund to include testing a sample of gratuity authorization/petty cash reimbursement memos, release voucher receipts and any other documents processed during the quarter to ensure that areas of non-compliance are identified and the Inmate Release Gratuity Fund is operating as intended.	Management agreed with and responded to the finding. They are taking or have taken appropriate action to rectify the audit issues.	Inspector General's Office/Bureau of Internal Audit

SCHEDULE IX: MAJOR AUDIT FINDINGS AND RECOMMENDATIONS

Budget Period: 2012 - 2013

Department: Inspector General's Office

Chief Internal Auditor: Paul Strickland

Budget Entity: Bureau of Internal Audit

Phone Number: 850-717-3408

(1) REPORT NUMBER	(2) PERIOD ENDING	(3) UNIT/AREA	(4) SUMMARY OF FINDINGS AND RECOMMENDATIONS	(5) SUMMARY OF CORRECTIVE ACTION TAKEN	(6) ISSUE CODE
			Finding 3: The Internal Control Checklist, DC2-314, is outdated. **Recommendation:** We recommend the Bureau of Finance and Accounting revised the Internal Control Checklist, DC2-314, to include questions regarding the required elements to ensure compliance with DC procedure when administering cash for inmate releases.	Management agreed with and responded to the finding. They are taking or have taken appropriate action to rectify the audit issues.	Inspector General's Office/Bureau of Internal Audit
A12026	8/23/2012	Office of Institutions	**Finding 1: The inmate release cash fund custodian does not consistently submit the petty cash reimbursement memo to Central Office, Inmate Trust Fund Section, Bureau of Finance and Accounting on a weekly basis as required.** **Recommendation**: We recommend the Warden enforce the requirements of the inmate release cash custodian to complete the petty cash reimbursement memo and submit it to Central Office, Inmate Trust Fund Section, Bureau of Finance and Accounting on a weekly basis.	Management agreed with and responded to the finding. They are taking or have taken appropriate action to rectify the audit issues.	Inspector General's Office/Bureau of Internal Audit
			Finding 2: The Release Voucher/Release, DC2-313, did not always reflect signed receipt in the chain of custody when the discharge gratuity (cash) is passed from one individual to another.	Management agreed with and responded to the finding. They are taking or have taken appropriate action to rectify the audit issues.	Inspector General's Office/Bureau of Internal Audit

SCHEDULE IX: MAJOR AUDIT FINDINGS AND RECOMMENDATIONS

Budget Period: 2012 - 2013

Department: Inspector General's Office

Chief Internal Auditor: Paul Strickland

Budget Entity: Bureau of Internal Audit

Phone Number: 850-717-3408

(1) REPORT NUMBER	(2) PERIOD ENDING	(3) UNIT/AREA	(4) SUMMARY OF FINDINGS AND RECOMMENDATIONS	(5) SUMMARY OF CORRECTIVE ACTION TAKEN	(6) ISSUE CODE
			Recommendation: We recommend the Warden enforce the requirements of DC Procedures 203.005 and 203.016, respectively, in that the exchange of cash is to be evidenced by signature on the DC2-313 and all transactions, including cash for all funds, be made by signed receipt reflecting the amount and the date of the transaction, when cash or control of cash is passed from one individual to another.		
			Finding 3: The quarterly review conducted by the regional accounting office failed to identify an issue of non-compliance.	Management agreed with and responded to the finding. They are taking or have taken appropriate action to rectify the audit issues.	Inspector General's Office/Bureau of Internal Audit
			Recommendation: We recommend the Regional Director direct regional accounting staff to conduct a more thorough review of the local petty cash fund to include testing a sample of gratuity authorization/petty cash reimbursement memos, release voucher receipts and any other documents processed during the quarter to ensure that areas of non-compliance are identified and the Inmate Release Gratuity Fund is operating as intended.		
			Finding 4: The Internal Control Checklist, DC2-314, is outdated.	Management agreed with and responded to the finding. They are taking or have taken appropriate action to rectify the audit issues.	Inspector General's Office/Bureau of Internal Audit

SCHEDULE IX: MAJOR AUDIT FINDINGS AND RECOMMENDATIONS

Budget Period: 2012 - 2013

Department: Inspector General's Office

Chief Internal Auditor: Paul Strickland

Budget Entity: Bureau of Internal Audit

Phone Number: 850-717-3408

(1) REPORT NUMBER	(2) PERIOD ENDING	(3) UNIT/AREA	(4) SUMMARY OF FINDINGS AND RECOMMENDATIONS	(5) SUMMARY OF CORRECTIVE ACTION TAKEN	(6) ISSUE CODE
			Recommendation: We recommend the Bureau of Finance and Accounting revised the Internal Control Checklist, DC2-314, to include questions regarding the required elements to ensure compliance with DC procedure when administering cash for inmate releases.		
A12043	8/24/2012	Office of Institutions	**Finding 1: All staff canteen proceeds were not collected in a timely manner.** **Recommendation:** We recommend the Warden ensure all EBTF proceeds are collected at a minimum of every other day as required by procedure.	Management agreed with and responded to our findings. They are taking or have taken appropriate action to rectify the	Inspector General's Office/Bureau of Internal Audit
			Finding 2: Staff canteen receipts were not always deposited as least weekly as required by procedure. **Recommendation:** We recommend the Warden ensure all cash receipts are deposited at least weekly as required by procedure.	Management agreed with and responded to our findings. They are taking or have taken appropriate action to rectify the	Inspector General's Office/Bureau of Internal Audit
A12033	10/10/2012	Bureau of Classification Management	**Finding 1: Gain time for Waldrup inmates is not always applied pursuant to the applicable guidelines.**	Management agreed with and responded to the finding. They are taking or have taken appropriate action to rectify the audit issues.	Inspector General's Office/Bureau of Internal Audit

SCHEDULE IX: MAJOR AUDIT FINDINGS AND RECOMMENDATIONS

Budget Period: 2012 - 2013

Department: Inspector General's Office

Chief Internal Auditor: Paul Strickland

Budget Entity: Bureau of Internal Audit

Phone Number: 850-717-3408

(1) REPORT NUMBER	(2) PERIOD ENDING	(3) UNIT/AREA	(4) SUMMARY OF FINDINGS AND RECOMMENDATIONS	(5) SUMMARY OF CORRECTIVE ACTION TAKEN	(6) ISSUE CODE
			Recommendation: We recommend the Bureau of Classification Management conduct statewide training in the preparation of gain time worksheets and the rules in applying gain time for Waldrup inmates to classification and security personnel Further, we recommend the Bureau provide continued training and communication to appropriate personnel to ensure that the application of gain time for these inmates does not deteriorate into a situation whereby gain time is not appropriately applied.		
A12038	12/14/2012	Bureau of Inmate Grievance Appeals	**Finding 1: At two institutions formal grievance responses were not always provided timely in accordance with Florida Administrative Code Chapter 33-103.011.** **Recommendation:** We recommend the Bureau of Inmate Grievance Appeals emphasize to the reviewing authority the requirement to provide written responses to formal grievances within 20 calendar days as stipulated in the Florida Administrative Code.	Management agreed with and responded to the finding. They are taking or have taken appropriate action to rectify the audit issues.	Inspector General's Office/Bureau of Internal Audit
A13010	2/22/2013	Office of Institutions	**Finding 1: The inmate release cash fund custodian does not consistently submit the petty cash reimbursement memo to Central Office, Inmate Trust Fund Section, Bureau of Finance and Accounting on a weekly basis as required.**	Management agreed with and responded to the finding. They are taking or have taken appropriate action to rectify the audit issues.	Inspector General's Office/Bureau of Internal Audit

SCHEDULE IX: MAJOR AUDIT FINDINGS AND RECOMMENDATIONS

Budget Period: 2012 - 2013

Department: Inspector General's Office

Chief Internal Auditor: Paul Strickland

Budget Entity: Bureau of Internal Audit

Phone Number: 850-717-3408

(1) REPORT NUMBER	(2) PERIOD ENDING	(3) UNIT/AREA	(4) SUMMARY OF FINDINGS AND RECOMMENDATIONS	(5) SUMMARY OF CORRECTIVE ACTION TAKEN	(6) ISSUE CODE
			Recommendation: We recommend the Warden enforce the requirements of the inmate release cash custodian to complete the petty cash reimbursement memo and submit it to Central Office, Inmate Trust Fund Section, Bureau of Finance and Accounting on a weekly basis as stipulated in the procedure.		
A13014	4/5/2013	Office of Institutions	**Finding 1: All staff canteen proceeds were not collected in a timely manner.** **Recommendation:** We recommend the Warden ensure all EBTF proceeds are collected at a minimum of every other day as required by procedure.	Management agreed with and responded to our findings. They are taking or have taken appropriate action to rectify the	Inspector General's Office/Bureau of Internal Audit
A13016	5/13/2013	Office of Institutions	**Finding 1: The Release Voucher/Release, DC2-313, did not always reflect signed receipt in the chain of custody when the discharge gratuity (cash) is passed from one individual to another.** **Recommendation:** We recommend the Warden enforce the requirements of DC Procedures 203.005 and 203.016, respectively, in that the exchange of cash is to be evidenced by signature on the DC2-313 and all transactions, including cash for all funds, be made by signed receipt reflecting the amount and the date of the transaction, when cash or control of cash is passed from one individual to another.	Management agreed with and responded to the finding. They are taking or have taken appropriate action to rectify the audit issues.	Inspector General's Office/Bureau of Internal Audit

SCHEDULE IX: MAJOR AUDIT FINDINGS AND RECOMMENDATIONS

Budget Period: 2012 - 2013

Department: Inspector General's Office

Chief Internal Auditor: Paul Strickland

Budget Entity: Bureau of Internal Audit

Phone Number: 850-717-3408

(1) REPORT NUMBER	(2) PERIOD ENDING	(3) UNIT/AREA	(4) SUMMARY OF FINDINGS AND RECOMMENDATIONS	(5) SUMMARY OF CORRECTIVE ACTION TAKEN	(6) ISSUE CODE
A13018	5/31/2013	Office of Community Corrections	**Finding 1: Itinerary/Travel log, DC2-333, were not always completed in accordance with DC Procedure 302.011, Official Staff and Field Supervision Monitoring Community Corrections.** **Recommendation:** We recommend the Office of Community Corrections management reiterate the requirements of completing the Itinerary/Travel log, DC2-333, in accordance with the procedures and direct supervisors to conduct a more thorough review of itinerary/travel logs to ensure they are completed accurately prior to signing and approving for payment.	Management agreed with and responded to the finding. They are taking or have taken appropriate action to rectify the audit issues.	Inspector General's Office/Bureau of Internal Audit
			Finding 2: Vouchers for Reimbursement of Travel Expenses, DFS-AA-15, submitted by officers who attended training, reflected map mileage in excess of the DOT official map mileage. **Recommendation:** We recommend the Office of Community Corrections' management enforce the requirement that the Voucher for Reimbursement of Travel Expenses, DFS-AA-A5, be completed correcting, computing and recording map mileage claimed based on the current map of the Department of Transportation as outlined in the procedure. Further, if it is determined that the probation officers were overpaid, seek reimbursement of the overpayments.	Management agreed with and responded to the finding. They are taking or have taken appropriate action to rectify the audit issues.	Inspector General's Office/Bureau of Internal Audit

SCHEDULE IX: MAJOR AUDIT FINDINGS AND RECOMMENDATIONS

Budget Period: 2012 - 2013

Department: Inspector General's Office

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(1) REPORT NUMBER	(2) PERIOD ENDING	(3) UNIT/AREA	(4) SUMMARY OF FINDINGS AND RECOMMENDATIONS	(5) SUMMARY OF CORRECTIVE ACTION TAKEN	(6) ISSUE CODE
A13001	6/24/2013	Bureau of Personnel	**Finding 1: The usage of paid disability leave by injured workers sometimes exceeds the maximum allowed per procedure.** **Recommendation:** We recommend Human Resources management work with DC's Workers Compensation Coordinators to develop a system which will ensure that injured workers paid disability leave does not exceed that which is allowed per the procedure.	Management agreed with and responded to the finding. They are taking or have taken appropriate action to rectify the audit issues.	Inspector General's Office/Bureau of Internal Audit
			Finding 2: The use of paid disability leave for follow up examinations or treatment is not always supported by written confirmation from the authorized physician. **Recommendation:** We recommend Workers Compensation Coordinators, through communication with Human Resources Management, ensure that all applicable uses of paid disability leave are accompanied by a written confirmation from the authorized physician and that Bureau of Personnel Management update the procedure to require documentation to be maintained.	Management agreed with and responded to the finding. They are taking or have taken appropriate action to rectify the audit issues.	Inspector General's Office/Bureau of Internal Audit
			Finding 3: Items related to alternate duty assignments are not always completed and supported by documentation in the case file.	Management agreed with and responded to the finding. They are taking or have taken appropriate action to rectify the audit issues.	Inspector General's Office/Bureau of Internal Audit

SCHEDULE IX: MAJOR AUDIT FINDINGS AND RECOMMENDATIONS

Budget Period: 2012 - 2013

Department: Inspector General's Office

Chief Internal Auditor: Paul Strickland

Budget Entity: Bureau of Internal Audit

Phone Number: 850-717-3408

(1) REPORT NUMBER	(2) PERIOD ENDING	(3) UNIT/AREA	(4) SUMMARY OF FINDINGS AND RECOMMENDATIONS	(5) SUMMARY OF CORRECTIVE ACTION TAKEN	(6) ISSUE CODE
			Recommendation: We recommend Bureau of Personnel Management enforce the requirement that PARs be completed, especially for alternate duty assignments, and the procedure be updated to require this documentation be maintained in the workers compensation case files.		

Fiscal Year 2014-15 LBR Technical Review Checklist

Department/Budget Entity (Service): Department of Corrections (70)

Agency Budget Officer/OPB Analyst Name: Mark Tallent/Kristen Manalo

A "Y" indicates "YES" and is acceptable, an "N/J" indicates "NO/Justification Provided" - these require further explanation/justification (additional sheets can be used as necessary), and "TIPS" are other areas to consider.

		Program or Service (Budget Entity Codes)				
Action						
1. GENERAL						
1.1	Are Columns A01, A02, A04, A05, A23, A24, A25, A36, A93, IA1, IA5, IA6, IP1, IV1, IV3 and NV1 set to TRANSFER CONTROL for DISPLAY status and MANAGEMENT CONTROL for UPDATE status for both the Budget and Trust Fund columns? Are Columns A06, A07, A08 and A09 for Fixed Capital Outlay (FCO) set to TRANSFER CONTROL for DISPLAY status only? **(CSDI)**					
1.2	Is Column A03 set to TRANSFER CONTROL for DISPLAY and UPDATE status for both the Budget and Trust Fund columns? **(CSDI)**					
AUDITS:						
1.3	Has Column A03 been copied to Column A12? Run the Exhibit B Audit Comparison Report to verify. **(EXBR, EXBA)**					
1.4	Has security been set correctly? **(CSDR, CSA)**					
TIP	The agency should prepare the budget request for submission in this order: 1) Lock columns as described above; 2) copy Column A03 to Column A12; and 3) set Column A12 column security to ALL for DISPLAY status and MANAGEMENT CONTROL for UPDATE status.					
2. EXHIBIT A (EADR, EXA)						
2.1	Is the budget entity authority and description consistent with the agency's LRPP and does it conform to the directives provided on page 59 of the LBR Instructions?					
2.2	Are the statewide issues generated systematically (estimated expenditures, nonrecurring expenditures, etc.) included?					
2.3	Are the issue codes and titles consistent with *Section 3* of the LBR Instructions (pages 15 through 29)? Do they clearly describe the issue?					
2.4	Have the coding guidelines in *Section 3* of the LBR Instructions (pages 15 through 29) been followed?					
3. EXHIBIT B (EXBR, EXB)						
3.1	Is it apparent that there is a fund shift where an appropriation category's funding source is different between A02 and A03? Were the issues entered into LAS/PBS correctly? Check D-3A funding shift issue 340XXX0 - a unique deduct and unique add back issue should be used to ensure fund shifts display correctly on the LBR exhibits.					
AUDITS:						
3.2	Negative Appropriation Category Audit for Agency Request (Columns A03 and A04): Are all appropriation categories positive by budget entity at the FSI level? Are all nonrecurring amounts less than requested amounts? **(NACR, NAC - Report should print "No Negative Appropriation Categories Found")**					

	Action	Program or Service (Budget Entity Codes				
3.3	Current Year Estimated Verification Comparison Report: Is Column A02 equal to Column B07? **(EXBR, EXBC - Report should print "Records Selected Net To Zero")**					
TIP	Generally look for and be able to fully explain significant differences between A02 and A03.					
TIP	Exhibit B - A02 equal to B07: Compares Current Year Estimated column to a backup of A02. This audit is necessary to ensure that the historical detail records have not been adjusted. Records selected should net to zero.					
TIP	Requests for appropriations which require advance payment authority must use the sub-title "Grants and Aids". For advance payment authority to local units of government, the Aid to Local Government appropriation category (05XXXX) should be used. For advance payment authority to non-profit organizations or other units of state government, the Special Categories appropriation category (10XXXX) should be used.					
4. EXHIBIT D (EADR, EXD)						
4.1	Is the program component objective statement consistent with the agency LRPP, and does it conform to the directives provided on page 61 of the LBR Instructions?					
4.2	Is the program component code and title used correct?					
TIP	Fund shifts or transfers of services or activities between program components will be displayed on an Exhibit D whereas it may not be visible on an Exhibit A.					
5. EXHIBIT D-1 (ED1R, EXD1)						
5.1	Are all object of expenditures positive amounts? (This is a manual check.)					
AUDITS:						
5.2	Do the fund totals agree with the object category totals within each appropriation category? **(ED1R, XD1A - Report should print "No Differences Found For This Report")**					
5.3	FLAIR Expenditure/Appropriation Ledger Comparison Report: Is Column A01 less than Column B04? **(EXBR, EXBB - Negative differences need to be corrected in Column A01.)**					
5.4	A01/State Accounts Disbursements and Carry Forward Comparison Report: Does Column A01 equal Column B08? **(EXBR, EXBD - Differences need to be corrected in Column A01.)**					
TIP	If objects are negative amounts, the agency must make adjustments to Column A01 to correct the object amounts. In addition, the fund totals must be adjusted to reflect the adjustment made to the object data.					
TIP	If fund totals and object totals do not agree or negative object amounts exist, the agency must adjust Column A01.					
TIP	Exhibit B - A01 less than B04: This audit is to ensure that the disbursements and carry/certifications forward in A01 are less than FY 2012-13 approved budget. Amounts should be positive.					

	Program or Service (Budget Entity Codes				
Action					

TIP	If B08 is not equal to A01, check the following: 1) the initial FLAIR disbursements or carry forward data load was corrected appropriately in A01; 2) the disbursement data from departmental FLAIR was reconciled to State Accounts; and 3) the FLAIR disbursements did not change after Column B08 was created.						
6. EXHIBIT D-3 (ED3R, ED3) (Not required to be submitted in the LBR - for analytical purposes only.)							
6.1	Are issues appropriately aligned with appropriation categories?						
TIP	Exhibit D-3 is no longer required in the budget submission but may be needed for this particular appropriation category/issue sort. Exhibit D-3 is also a useful report when identifying negative appropriation category problems.						
7. EXHIBIT D-3A (EADR, ED3A)							
7.1	Are the issue titles correct and do they clearly identify the issue? (See pages 15 through 31 of the LBR Instructions.)						
7.2	Does the issue narrative adequately explain the agency's request and is the explanation consistent with the LRPP? (See page 67-68 of the LBR Instructions.)						
7.3	Does the narrative for Information Technology (IT) issue follow the additional narrative requirements described on pages 69 through 71 of the LBR Instructions?						
7.4	Are all issues with an IT component identified with a "Y" in the "IT COMPONENT?" field? If the issue contains an IT component, has that component been identified and documented?						
7.5	Does the issue narrative explain any variances from the Standard Expense and Human Resource Services Assessments package? Is the nonrecurring portion in the nonrecurring column? (See pages E-4 and E-5 of the LBR Instructions.)						
7.6	Does the salary rate request amount accurately reflect any new requests and are the amounts proportionate to the Salaries and Benefits request? Note: Salary rate should always be annualized.						
7.7	Does the issue narrative thoroughly explain/justify all Salaries and Benefits amounts entered into the Other Salary Amounts transactions (OADA/C)? Amounts entered into OAD are reflected in the Position Detail of Salaries and Benefits section of the Exhibit D-3A.						
7.8	Does the issue narrative include the Consensus Estimating Conference forecast, where appropriate?						
7.9	Does the issue narrative reference the specific county(ies) where applicable?						
7.10	Do the 160XXX0 issues reflect budget amendments that have been approved (or in the process of being approved) and that have a recurring impact (including Lump Sums)? Have the approved budget amendments been entered in Column A18 as instructed in Memo #13-003?						

	Action	Program or Service (Budget Entity Codes				
7.11	When appropriate are there any 160XXX0 issues included to delete positions placed in reserve in the OPB Position and Rate Ledger (e.g. unfunded grants)? Note: Lump sum appropriations not yet allocated should not be deleted. **(PLRR, PLMO)**					
7.12	Does the issue narrative include plans to satisfy additional space requirements when requesting additional positions?					
7.13	Has the agency included a 160XXX0 issue and 210XXXX and 260XXX0 issues as required for lump sum distributions?					
7.14	Do the amounts reflect appropriate FSI assignments?					
7.15	Are the 33XXXX0 issues negative amounts only and do not restore nonrecurring cuts from a prior year or fund any issues that net to a positive or zero amount? Check D-3A issues 33XXXX0 - a unique issue should be used for issues that net to zero or a positive amount.					
7.16	Do the issues relating to *salary and benefits* have an "A" in the fifth position of the issue code (XXXXAXX) and are they self-contained (not combined with other issues)? (See page 28 and 88 of the LBR Instructions.)					
7.17	Do the issues relating to *Information Technology (IT)* have a "C" in the sixth position of the issue code (36XXXCX) and are the correct issue codes used (361XXC0, 362XXC0, 363XXC0, 17C01C0, 17C02C0, 17C03C0, 24010C0, 33001C0 or 55C01C0)?					
7.18	Are the issues relating to *major audit findings and recommendations* properly coded (4A0XXX0, 4B0XXX0)?					
7.19	Does the issue narrative identify the strategy or strategies in the Five Year Statewide Strategic Plan for Economic Development as requested in Memo# 14-006?					
AUDIT:						
7.20	Are all FSI's equal to '1', '2', '3', or '9'? There should be no FSI's equal to '0'. **(EADR, FSIA - Report should print "No Records Selected For Reporting")**					
7.21	Does the General Revenue for 160XXXX (Adjustments to Current Year Expenditures) issues net to zero? **(GENR, LBR1)**					
7.22	Does the General Revenue for 180XXXX (Intra-Agency Reorganizations) issues net to zero? **(GENR, LBR2)**					
7.23	Does the General Revenue for 200XXXX (Estimated Expenditures Realignment) issues net to zero? **(GENR, LBR3)**					
7.24	Have FCO appropriations been entered into the nonrecurring column A04? **(GENR, LBR4 - Report should print "No Records Selected For Reporting" or a listing of D-3A issue(s) assigned to Debt Service (IOE N) or in some cases State Capital Outlay - Public Education Capital Outlay (IOE L))**					
TIP	Salaries and Benefits amounts entered using the OADA/C transactions must be thoroughly justified in the D-3A issue narrative. Agencies can run **OADA/OADR** from STAM to identify the amounts entered into OAD and ensure these entries have been thoroughly explained in the D-3A issue narrative.					

	Program or Service (Budget Entity Codes				
Action					

TIP	The issue narrative must completely and thoroughly explain and justify each D-3A issue. Agencies must ensure it provides the information necessary for the OPB and legislative analysts to have a complete understanding of the issue submitted. Thoroughly review pages 66 through 70 of the LBR Instructions.					
TIP	Check BAPS to verify status of budget amendments. Check for reapprovals not picked up in the General Appropriations Act. Verify that Lump Sum appropriations in Column A02 do not appear in Column A03. Review budget amendments to verify that 160XXX0 issue amounts correspond accurately and net to zero for General Revenue funds.					
TIP	If an agency is receiving federal funds from another agency the FSI should = 9 (Transfer - Recipient of Federal Funds). The agency that originally receives the funds directly from the federal agency should use FSI = 3 (Federal Funds).					
TIP	If an appropriation made in the FY 2013-14 General Appropriations Act duplicates an appropriation made in substantive legislation, the agency must create a unique deduct nonrecurring issue to eliminate the duplicated appropriation. Normally this is taken care of through line item veto.					
8. SCHEDULE I & RELATED DOCUMENTS (SC1R, SC1 - Budget Entity Level *or* SC1R, SC1D - Department Level)						
8.1	Has a separate department level Schedule I and supporting documents package been submitted by the agency?	Y				
8.2	Has a Schedule I and Schedule IB been completed in LAS/PBS for each operating trust fund?	Y				
8.3	Have the appropriate Schedule I supporting documents been included for the trust funds (Schedule IA, Schedule IC, and Reconciliation to Trial Balance)?	Y				
8.4	Have the Examination of Regulatory Fees Part I and Part II forms been included for the applicable regulatory programs?	NA				
8.5	Have the required detailed narratives been provided (5% trust fund reserve narrative; method for computing the distribution of cost for general management and administrative services narrative; adjustments narrative; revenue estimating methodology narrative)?	Y				
8.6	Has the Inter-Agency Transfers Reported on Schedule I form been included as applicable for transfers totaling $100,000 or more for the fiscal year?	Y				
8.7	If the agency is scheduled for the annual trust fund review this year, have the Schedule ID and applicable draft legislation been included for recreation, modification or termination of existing trust funds?	NA				
8.8	If the agency is scheduled for the annual trust fund review this year, have the necessary trust funds been requested for creation pursuant to *section 215.32(2)(b), Florida Statutes* - including the Schedule ID and applicable legislation?	NA				
8.9	Are the revenue codes correct? In the case of federal revenues, has the agency appropriately identified direct versus indirect receipts (object codes 000700, 000750, 000799, 001510 and 001599)? For non-grant federal revenues, is the correct revenue code identified (codes 000504, 000119, 001270, 001870, 001970)?	Y				

	Action	Program or Service (Budget Entity Codes				
8.10	Are the statutory authority references correct?	Y				
8.11	Are the General Revenue Service Charge percentage rates used for each revenue source correct? (Refer to Chapter 2009-78, Laws of Florida, for appropriate general revenue service charge percentage rates.)	Y				
8.12	Is this an accurate representation of revenues based on the most recent Consensus Estimating Conference forecasts?	NA				
8.13	If there is no Consensus Estimating Conference forecast available, do the revenue estimates appear to be reasonable?	Y				
8.14	Are the federal funds revenues reported in Section I broken out by individual grant? Are the correct CFDA codes used?	Y				
8.15	Are anticipated grants included and based on the state fiscal year (rather than federal fiscal year)?	Y				
8.16	Are the Schedule I revenues consistent with the FSI's reported in the Exhibit D-3A?	Y				
8.17	If applicable, are nonrecurring revenues entered into Column A04?	Y				
8.18	Has the agency certified the revenue estimates in columns A02 and A03 to be the latest and most accurate available? Does the certification include a statement that the agency will notify OPB of any significant changes in revenue estimates that occur prior to the Governor’s Budget Recommendations being issued?	Y				
8.19	Is a 5% trust fund reserve reflected in Section II? If not, is sufficient justification provided for exemption? Are the additional narrative requirements provided?	Y				
8.20	Are appropriate service charge nonoperating amounts included in Section II?	Y				
8.21	Are nonoperating expenditures to other budget entities/departments cross-referenced accurately?	Y				
8.22	Do transfers balance between funds (within the agency as well as between agencies)? (See also 8.6 for required transfer confirmation of amounts totaling	Y				
8.23	Are nonoperating expenditures recorded in Section II and adjustments recorded in Section III?	Y				
8.24	Are prior year September operating reversions appropriately shown in column A01?	Y				
8.25	Are current year September operating reversions appropriately shown in column	Y				
8.26	Does the Schedule IC properly reflect the unreserved fund balance for each trust fund as defined by the LBR Instructions, and is it reconciled to the agency accounting records?	Y				
8.27	Does Column A01 of the Schedule I accurately represent the actual prior year accounting data as reflected in the agency accounting records, and is it provided in sufficient detail for analysis?	Y				
8.28	Does Line I of Column A01 (Schedule I) equal Line K of the Schedule IC?	Y				
AUDITS:						

	Action	Program or Service (Budget Entity Codes				
8.29	Is Line I a positive number? (If not, the agency must adjust the budget request to eliminate the deficit).	Y				
8.30	Is the June 30 Adjusted Unreserved Fund Balance (Line I) equal to the July 1 Unreserved Fund Balance (Line A) of the following year? If a Schedule IB was prepared, do the totals agree with the Schedule I, Line I? **(SC1R, SC1A - Report should print "No Discrepancies Exist For This Report")**	Y				
8.31	Has a Department Level Reconciliation been provided for each trust fund and does Line A of the Schedule I equal the CFO amount? If not, the agency must correct Line A. **(SC1R, DEPT)**	Y				
TIP	The Schedule I is the most reliable source of data concerning the trust funds. It is very important that this schedule is as accurate as possible!					
TIP	Determine if the agency is scheduled for trust fund review. (See page 128 of the LBR Instructions.) Transaction DFTR in LAS/PBS is also available and provides an LBR review date for each trust fund.					
TIP	Review the unreserved fund balances and compare revenue totals to expenditure totals to determine and understand the trust fund status.					
TIP	Typically nonoperating expenditures and revenues should not be a negative number. Any negative numbers must be fully justified.					
9. SCHEDULE II (PSCR, SC2)						
AUDIT:						
9.1	Is the pay grade minimum for salary rate utilized for positions in segments 2 and 3? **(BRAR, BRAA - Report should print "No Records Selected For This Request")** Note: Amounts other than the pay grade minimum should be fully justified in the D-3A issue narrative. (See *Base Rate Audit* on page 158 of the LBR Instructions.)					
10. SCHEDULE III (PSCR, SC3)						
10.1	Is the appropriate lapse amount applied in Segment 3? (See page 91 of the LBR Instructions.)					
10.2	Are amounts in *Other Salary Amount* appropriate and fully justified? (See page 98 of the LBR Instructions for appropriate use of the OAD transaction.) Use **OADI** or **OADR** to identify agency other salary amounts requested.					
11. SCHEDULE IV (EADR, SC4)						
11.1	Are the correct Information Technology (IT) issue codes used?					
TIP	If IT issues are not coded correctly (with "C" in 6th position), they will not appear in the Schedule IV.					
12. SCHEDULE VIIIA (EADR, SC8A)						
12.1	Is there only one #1 priority, one #2 priority, one #3 priority, etc. reported on the Schedule VIII-A? Are the priority narrative explanations adequate? Note: FCO issues can now be included in the priority listing.	Y				
13. SCHEDULE VIIIB-1 (EADR, S8B1)						
13.1	**NOT REQUIRED FOR THIS YEAR**					

	Program or Service (Budget Entity Codes				
Action					

14. SCHEDULE VIIIB-2 (EADR, S8B2)						
14.1	Do the reductions comply with the instructions provided on pages 102 through 104 of the LBR Instructions regarding a 5% reduction in recurring General Revenue and Trust Funds, including the verification that the 33BXXX0 issue has NOT been used?	Y				
15. SCHEDULE VIIIC (EADR, S8C) **(LAS/PBS Web - see page 105-107 of the LBR Instructions for detailed instructions)**						
15.1	Agencies are required to generate this spreadsheet via the LAS/PBS Web.	Y				
15.2	Does the schedule include at least three and no more than 10 unique reprioritization issues, in priority order? Manual Check.	Y				
15.3	Does the schedule display reprioritization issues that are each comprised of two unique issues - a deduct component and an add-back component which net to zero at the department level?	Y				
15.4	Are the priority narrative explanations adequate and do they follow the guidelines on pages 105-107 of the LBR instructions?	Y				
15.5	Does the issue narrative in A6 address the following: Does the state have the authority to implement the reprioritization issues independent of other entities (federal and local governments, private donors, etc.)? Are the reprioritization issues an allowable use of the recommended funding source?	Y				
AUDIT:						
15.6	Do the issues net to zero at the department level? **(GENR, LBR5)**	Y				
16. SCHEDULE XI (USCR,SCXI) (LAS/PBS Web - see page 108-112 of the LBR Instructions for detailed instructions)						
16.1	Agencies are required to generate this spreadsheet via the LAS/PBS Web. **The Final Excel version no longer has to be submitted to OPB for inclusion on the Governor's Florida Performs Website.** (Note: Pursuant to *section 216.023(4)(b), Florida Statutes,* the Legislature can reduce the funding level for any agency that does not provide this information.)	Y				
16.2	Do the PDF files uploaded to the Florida Fiscal Portal for the LRPP and LBR	Y				
AUDITS INCLUDED IN THE SCHEDULE XI REPORT:						
16.3	Does the FY 2012-13 Actual (prior year) Expenditures in Column A36 reconcile to Column A01? (**GENR, ACT1)**	Y				
16.4	None of the executive direction, administrative support and information technology statewide activities (ACT0010 thru ACT0490) have output standards (Record Type 5)? **(Audit #1 should print "No Activities Found")**	Y				
16.5	Does the Fixed Capital Outlay (FCO) statewide activity (ACT0210) only contain 08XXXX or 14XXXX appropriation categories? **(Audit #2 should print "No Operating Categories Found")**	Y				

	Action	Program or Service (Budget Entity Codes				
16.6	Has the agency provided the necessary standard (Record Type 5) for all activities which should appear in Section II? (Note: **Audit #3** will identify those activities that do NOT have a Record Type '5' and have not been identified as a 'Pass Through' activity. These activities will be displayed in Section III with the 'Payment of Pensions, Benefits and Claims' activity and 'Other' activities. Verify if these activities should be displayed in Section III. If not, an output standard would need to be added for that activity and the Schedule XI submitted again.)	Y				
16.7	Does Section I (Final Budget for Agency) and Section III (Total Budget for Agency) equal? **(Audit #4 should print "No Discrepancies Found")**	Y				
TIP	If Section I and Section III have a small difference, it may be due to rounding and therefore will be acceptable.					
17. MANUALLY PREPARED EXHIBITS & SCHEDULES						
17.1	Do exhibits and schedules comply with LBR Instructions (pages 110 through 154 of the LBR Instructions), and are they accurate and complete?	Y				
17.2	Are appropriation category totals comparable to Exhibit B, where applicable?	Y				
17.3	Are agency organization charts (Schedule X) provided and at the appropriate level of detail?	Y				
AUDITS - GENERAL INFORMATION						
TIP	Review *Section 6: Audits* of the LBR Instructions (pages 156-158) for a list of audits and their descriptions.					
TIP	Reorganizations may cause audit errors. Agencies must indicate that these errors are due to an agency reorganization to justify the audit error.					
18. CAPITAL IMPROVEMENTS PROGRAM (CIP)						
18.1	Are the CIP-2, CIP-3, CIP-A and CIP-B forms included?	Y				
18.2	Are the CIP-4 and CIP-5 forms submitted when applicable (see CIP Instructions)?	Y				
18.3	Do all CIP forms comply with CIP Instructions where applicable (see CIP	Y				
18.4	Does the agency request include 5 year projections (Columns A03, A06, A07, A08 and A09)?	Y				
18.5	Are the appropriate counties identified in the narrative?	NA				
18.6	Has the CIP-2 form (Exhibit B) been modified to include the agency priority for each project and the modified form saved as a PDF document?	Y				
TIP	Requests for Fixed Capital Outlay appropriations which are Grants and Aids to Local Governments and Non-Profit Organizations must use the Grants and Aids to Local Governments and Non-Profit Organizations - Fixed Capital Outlay major appropriation category (140XXX) and include the sub-title "Grants and Aids". These appropriations utilize a CIP-B form as justification.					
19. FLORIDA FISCAL PORTAL						
19.1	Have all files been assembled correctly and posted to the Florida Fiscal Portal as outlined in the Florida Fiscal Portal Submittal Process?	Y				

Fiscal Year 2014-15 LBR Technical Review Checklist

Department/Budget Entity (Service): Department of Corrections / Department Administration

Agency Budget Officer/OPB Analyst Name: Mark Tallent / Kristen Manalo

A "Y" indicates "YES" and is acceptable, an "N/J" indicates "NO/Justification Provided" - these require further explanation/justification (additional sheets can be used as necessary), and "TIPS" are other areas to consider.

		Program or Service (Budget Entity Codes)				
	Action	70010100	70010200	70010400		
1. GENERAL						
1.1	Are Columns A01, A02, A04, A05, A23, A24, A25, A36, A93, IA1, IA5, IA6, IP1, IV1, IV3 and NV1 set to TRANSFER CONTROL for DISPLAY status and MANAGEMENT CONTROL for UPDATE status for both the Budget and Trust Fund columns? Are Columns A06, A07, A08 and A09 for Fixed Capital Outlay (FCO) set to TRANSFER CONTROL for DISPLAY status only? **(CSDI)**	Y	Y	Y		
1.2	Is Column A03 set to TRANSFER CONTROL for DISPLAY and UPDATE status for both the Budget and Trust Fund columns? **(CSDI)**	Y	Y	Y		
AUDITS:						
1.3	Has Column A03 been copied to Column A12? Run the Exhibit B Audit Comparison Report to verify. **(EXBR, EXBA)**	Y	Y	Y		
1.4	Has security been set correctly? **(CSDR, CSA)**	Y	Y	Y		
TIP	The agency should prepare the budget request for submission in this order: 1) Lock columns as described above; 2) copy Column A03 to Column A12; and 3) set Column A12 column security to ALL for DISPLAY status and MANAGEMENT CONTROL for UPDATE status.					
2. EXHIBIT A (EADR, EXA)						
2.1	Is the budget entity authority and description consistent with the agency's LRPP and does it conform to the directives provided on page 59 of the LBR Instructions?	Y	Y	Y		
2.2	Are the statewide issues generated systematically (estimated expenditures, nonrecurring expenditures, etc.) included?	Y	Y	Y		
2.3	Are the issue codes and titles consistent with *Section 3* of the LBR Instructions (pages 15 through 29)? Do they clearly describe the issue?	Y	Y	Y		
2.4	Have the coding guidelines in *Section 3* of the LBR Instructions (pages 15 through 29) been followed?	Y	Y	Y		
3. EXHIBIT B (EXBR, EXB)						
3.1	Is it apparent that there is a fund shift where an appropriation category's funding source is different between A02 and A03? Were the issues entered into LAS/PBS correctly? Check D-3A funding shift issue 340XXX0 - a unique deduct and unique add back issue should be used to ensure fund shifts display correctly on the LBR exhibits.	N/A	N/A	N/A		
AUDITS:						
3.2	Negative Appropriation Category Audit for Agency Request (Columns A03 and A04): Are all appropriation categories positive by budget entity at the FSI level? Are all nonrecurring amounts less than requested amounts? **(NACR, NAC - Report should print "No Negative Appropriation Categories Found")**	Y	Y	Y		

		Program or Service (Budget Entity Codes				
	Action	70010100	70010200	70010400		
3.3	Current Year Estimated Verification Comparison Report: Is Column A02 equal to Column B07? **(EXBR, EXBC - Report should print "Records Selected Net To Zero")**	Y	Y	Y		
TIP	Generally look for and be able to fully explain significant differences between A02 and A03.					
TIP	Exhibit B - A02 equal to B07: Compares Current Year Estimated column to a backup of A02. This audit is necessary to ensure that the historical detail records have not been adjusted. Records selected should net to zero.					
TIP	Requests for appropriations which require advance payment authority must use the sub-title "Grants and Aids". For advance payment authority to local units of government, the Aid to Local Government appropriation category (05XXXX) should be used. For advance payment authority to non-profit organizations or other units of state government, the Special Categories appropriation category (10XXXX) should be used.					
4. EXHIBIT D (EADR, EXD)						
4.1	Is the program component objective statement consistent with the agency LRPP, and does it conform to the directives provided on page 61 of the LBR Instructions?	Y	Y	Y		
4.2	Is the program component code and title used correct?	Y	Y	Y		
TIP	Fund shifts or transfers of services or activities between program components will be displayed on an Exhibit D whereas it may not be visible on an Exhibit A.					
5. EXHIBIT D-1 (ED1R, EXD1)						
5.1	Are all object of expenditures positive amounts? (This is a manual check.)	Y	Y	Y		
AUDITS:						
5.2	Do the fund totals agree with the object category totals within each appropriation category? **(ED1R, XD1A - Report should print "No Differences Found For This Report")**	Y	Y	Y		
5.3	FLAIR Expenditure/Appropriation Ledger Comparison Report: Is Column A01 less than Column B04? **(EXBR, EXBB - Negative differences need to be corrected in Column A01.)**	Y	Y	Y		
5.4	A01/State Accounts Disbursements and Carry Forward Comparison Report: Does Column A01 equal Column B08? **(EXBR, EXBD - Differences need to be corrected in Column A01.)**	Y	Y	Y		
TIP	If objects are negative amounts, the agency must make adjustments to Column A01 to correct the object amounts. In addition, the fund totals must be adjusted to reflect the adjustment made to the object data.					
TIP	If fund totals and object totals do not agree or negative object amounts exist, the agency must adjust Column A01.					
TIP	Exhibit B - A01 less than B04: This audit is to ensure that the disbursements and carry/certifications forward in A01 are less than FY 2012-13 approved budget. Amounts should be positive.					

	Program or Service (Budget Entity Codes)				
Action	70010100	70010200	70010400		

TIP	If B08 is not equal to A01, check the following: 1) the initial FLAIR disbursements or carry forward data load was corrected appropriately in A01; 2) the disbursement data from departmental FLAIR was reconciled to State Accounts; and 3) the FLAIR disbursements did not change after Column B08 was created.						
6. EXHIBIT D-3 (ED3R, ED3) (Not required to be submitted in the LBR - for analytical purposes only.)							
6.1	Are issues appropriately aligned with appropriation categories?	Y	Y	Y			
TIP	Exhibit D-3 is no longer required in the budget submission but may be needed for this particular appropriation category/issue sort. Exhibit D-3 is also a useful report when identifying negative appropriation category problems.						
7. EXHIBIT D-3A (EADR, ED3A)							
7.1	Are the issue titles correct and do they clearly identify the issue? (See pages 15 through 31 of the LBR Instructions.)	Y	Y	Y			
7.2	Does the issue narrative adequately explain the agency's request and is the explanation consistent with the LRPP? (See page 67-68 of the LBR Instructions.)	Y	Y	Y			
7.3	Does the narrative for Information Technology (IT) issue follow the additional narrative requirements described on pages 69 through 71 of the LBR Instructions?	Y	Y	Y			
7.4	Are all issues with an IT component identified with a "Y" in the "IT COMPONENT?" field? If the issue contains an IT component, has that component been identified and documented?	Y	Y	Y			
7.5	Does the issue narrative explain any variances from the Standard Expense and Human Resource Services Assessments package? Is the nonrecurring portion in the nonrecurring column? (See pages E-4 and E-5 of the LBR Instructions.)	N/A	N/A	N/A			
7.6	Does the salary rate request amount accurately reflect any new requests and are the amounts proportionate to the Salaries and Benefits request? Note: Salary rate should always be annualized.	N/A	N/A	N/A			
7.7	Does the issue narrative thoroughly explain/justify all Salaries and Benefits amounts entered into the Other Salary Amounts transactions (OADA/C)? Amounts entered into OAD are reflected in the Position Detail of Salaries and Benefits section of the Exhibit D-3A.	N/A	N/A	N/A			
7.8	Does the issue narrative include the Consensus Estimating Conference forecast, where appropriate?	Y	Y	Y			
7.9	Does the issue narrative reference the specific county(ies) where applicable?	Y	Y	Y			
7.10	Do the 160XXX0 issues reflect budget amendments that have been approved (or in the process of being approved) and that have a recurring impact (including Lump Sums)? Have the approved budget amendments been entered in Column A18 as instructed in Memo #13-003?	N/A	N/A	N/A			

	Action	Program or Service (Budget Entity Codes) 70010100	70010200	70010400		
7.11	When appropriate are there any 160XXX0 issues included to delete positions placed in reserve in the OPB Position and Rate Ledger (e.g. unfunded grants)? Note: Lump sum appropriations not yet allocated should not be deleted. **(PLRR, PLMO)**	N/A	N/A	N/A		
7.12	Does the issue narrative include plans to satisfy additional space requirements when requesting additional positions?	N/A	N/A	N/A		
7.13	Has the agency included a 160XXX0 issue and 210XXXX and 260XXX0 issues as required for lump sum distributions?	N/A	N/A	N/A		
7.14	Do the amounts reflect appropriate FSI assignments?	Y	Y	Y		
7.15	Are the 33XXXX0 issues negative amounts only and do not restore nonrecurring cuts from a prior year or fund any issues that net to a positive or zero amount? Check D-3A issues 33XXXX0 - a unique issue should be used for issues that net to zero or a positive amount.	N/A	N/A	N/A		
7.16	Do the issues relating to *salary and benefits* have an "A" in the fifth position of the issue code (XXXXAXX) and are they self-contained (not combined with other issues)? (See page 28 and 88 of the LBR Instructions.)	N/A	N/A	N/A		
7.17	Do the issues relating to *Information Technology (IT)* have a "C" in the sixth position of the issue code (36XXXCX) and are the correct issue codes used (361XXC0, 362XXC0, 363XXC0, 17C01C0, 17C02C0, 17C03C0, 24010C0, 33001C0 or 55C01C0)?	Y	Y	Y		
7.18	Are the issues relating to *major audit findings and recommendations* properly coded (4A0XXX0, 4B0XXX0)?	N/A	N/A	N/A		
7.19	Does the issue narrative identify the strategy or strategies in the Five Year Statewide Strategic Plan for Economic Development as requested in Memo# 14-006?	N/A	N/A	Y		
AUDIT:						
7.20	Are all FSI's equal to '1', '2', '3', or '9'? There should be no FSI's equal to '0'. **(EADR, FSIA - Report should print "No Records Selected For Reporting")**	Y	Y	Y		
7.21	Does the General Revenue for 160XXXX (Adjustments to Current Year Expenditures) issues net to zero? **(GENR, LBR1)**	Y	Y	Y		
7.22	Does the General Revenue for 180XXXX (Intra-Agency Reorganizations) issues net to zero? **(GENR, LBR2)**	Y	Y	Y		
7.23	Does the General Revenue for 200XXXX (Estimated Expenditures Realignment) issues net to zero? **(GENR, LBR3)**	Y	Y	Y		
7.24	Have FCO appropriations been entered into the nonrecurring column A04? **(GENR, LBR4 - Report should print "No Records Selected For Reporting" or a listing of D-3A issue(s) assigned to Debt Service (IOE N) or in some cases State Capital Outlay - Public Education Capital Outlay (IOE L))**	N/A	N/A	N/A		
TIP	Salaries and Benefits amounts entered using the OADA/C transactions must be thoroughly justified in the D-3A issue narrative. Agencies can run **OADA/OADR** from STAM to identify the amounts entered into OAD and ensure these entries have been thoroughly explained in the D-3A issue narrative.					

	Program or Service (Budget Entity Codes)				
Action	70010100	70010200	70010400		

TIP	The issue narrative must completely and thoroughly explain and justify each D-3A issue. Agencies must ensure it provides the information necessary for the OPB and legislative analysts to have a complete understanding of the issue submitted. Thoroughly review pages 66 through 70 of the LBR Instructions.	
TIP	Check BAPS to verify status of budget amendments. Check for reapprovals not picked up in the General Appropriations Act. Verify that Lump Sum appropriations in Column A02 do not appear in Column A03. Review budget amendments to verify that 160XXX0 issue amounts correspond accurately and net to zero for General Revenue funds.	
TIP	If an agency is receiving federal funds from another agency the FSI should = 9 (Transfer - Recipient of Federal Funds). The agency that originally receives the funds directly from the federal agency should use FSI = 3 (Federal Funds).	
TIP	If an appropriation made in the FY 2013-14 General Appropriations Act duplicates an appropriation made in substantive legislation, the agency must create a unique deduct nonrecurring issue to eliminate the duplicated appropriation. Normally this is taken care of through line item veto.	
8. SCHEDULE I & RELATED DOCUMENTS (SC1R, SC1 - Budget Entity Level *or* SC1R, SC1D - Department Level)		
8.1	Has a separate department level Schedule I and supporting documents package been submitted by the agency?	Submitted at the Department Leve
8.2	Has a Schedule I and Schedule IB been completed in LAS/PBS for each operating trust fund?	Submitted at the Department Leve
8.3	Have the appropriate Schedule I supporting documents been included for the trust funds (Schedule IA, Schedule IC, and Reconciliation to Trial Balance)?	Submitted at the Department Leve
8.4	Have the Examination of Regulatory Fees Part I and Part II forms been included for the applicable regulatory programs?	Submitted at the Department Leve
8.5	Have the required detailed narratives been provided (5% trust fund reserve narrative; method for computing the distribution of cost for general management and administrative services narrative; adjustments narrative; revenue estimating methodology narrative)?	Submitted at the Department Leve
8.6	Has the Inter-Agency Transfers Reported on Schedule I form been included as applicable for transfers totaling $100,000 or more for the fiscal year?	Submitted at the Department Leve
8.7	If the agency is scheduled for the annual trust fund review this year, have the Schedule ID and applicable draft legislation been included for recreation, modification or termination of existing trust funds?	Submitted at the Department Leve
8.8	If the agency is scheduled for the annual trust fund review this year, have the necessary trust funds been requested for creation pursuant to *section 215.32(2)(b), Florida Statutes* - including the Schedule ID and applicable legislation?	Submitted at the Department Leve
8.9	Are the revenue codes correct? In the case of federal revenues, has the agency appropriately identified direct versus indirect receipts (object codes 000700, 000750, 000799, 001510 and 001599)? For non-grant federal revenues, is the correct revenue code identified (codes 000504, 000119, 001270, 001870, 001970)?	Submitted at the Department Leve

	Action	Program or Service (Budget Entity Codes)				
		70010100	70010200	70010400		
8.10	Are the statutory authority references correct?	Submitted at the Department Leve				
8.11	Are the General Revenue Service Charge percentage rates used for each revenue source correct? (Refer to Chapter 2009-78, Laws of Florida, for appropriate general revenue service charge percentage rates.)	Submitted at the Department Leve				
8.12	Is this an accurate representation of revenues based on the most recent Consensus Estimating Conference forecasts?	Submitted at the Department Leve				
8.13	If there is no Consensus Estimating Conference forecast available, do the revenue estimates appear to be reasonable?	Submitted at the Department Leve				
8.14	Are the federal funds revenues reported in Section I broken out by individual grant? Are the correct CFDA codes used?	Submitted at the Department Leve				
8.15	Are anticipated grants included and based on the state fiscal year (rather than federal fiscal year)?	Submitted at the Department Leve				
8.16	Are the Schedule I revenues consistent with the FSI's reported in the Exhibit D-3A?	Submitted at the Department Leve				
8.17	If applicable, are nonrecurring revenues entered into Column A04?	Submitted at the Department Leve				
8.18	Has the agency certified the revenue estimates in columns A02 and A03 to be the latest and most accurate available? Does the certification include a statement that the agency will notify OPB of any significant changes in revenue estimates that occur prior to the Governor’s Budget Recommendations being issued?	Submitted at the Department Leve				
8.19	Is a 5% trust fund reserve reflected in Section II? If not, is sufficient justification provided for exemption? Are the additional narrative requirements provided?	Submitted at the Department Leve				
8.20	Are appropriate service charge nonoperating amounts included in Section II?	Submitted at the Department Leve				
8.21	Are nonoperating expenditures to other budget entities/departments cross-referenced accurately?	Submitted at the Department Leve				
8.22	Do transfers balance between funds (within the agency as well as between agencies)? (See also 8.6 for required transfer confirmation of amounts totaling	Submitted at the Department Leve				
8.23	Are nonoperating expenditures recorded in Section II and adjustments recorded in Section III?	Submitted at the Department Leve				
8.24	Are prior year September operating reversions appropriately shown in column A01?	Submitted at the Department Leve				
8.25	Are current year September operating reversions appropriately shown in column	Submitted at the Department Leve				
8.26	Does the Schedule IC properly reflect the unreserved fund balance for each trust fund as defined by the LBR Instructions, and is it reconciled to the agency accounting records?	Submitted at the Department Leve				
8.27	Does Column A01 of the Schedule I accurately represent the actual prior year accounting data as reflected in the agency accounting records, and is it provided in sufficient detail for analysis?	Submitted at the Department Leve				
8.28	Does Line I of Column A01 (Schedule I) equal Line K of the Schedule IC?					
AUDITS:						

		Program or Service (Budget Entity Codes)				
	Action	70010100	70010200	70010400		
8.29	Is Line I a positive number? (If not, the agency must adjust the budget request to eliminate the deficit).	Submitted at the Department Leve				
8.30	Is the June 30 Adjusted Unreserved Fund Balance (Line I) equal to the July 1 Unreserved Fund Balance (Line A) of the following year? If a Schedule IB was prepared, do the totals agree with the Schedule I, Line I? **(SC1R, SC1A - Report should print "No Discrepancies Exist For This Report")**	Submitted at the Department Leve				
8.31	Has a Department Level Reconciliation been provided for each trust fund and does Line A of the Schedule I equal the CFO amount? If not, the agency must correct Line A. **(SC1R, DEPT)**	Submitted at the Department Leve				
TIP	The Schedule I is the most reliable source of data concerning the trust funds. It is very important that this schedule is as accurate as possible!					
TIP	Determine if the agency is scheduled for trust fund review. (See page 128 of the LBR Instructions.) Transaction DFTR in LAS/PBS is also available and provides an LBR review date for each trust fund.					
TIP	Review the unreserved fund balances and compare revenue totals to expenditure totals to determine and understand the trust fund status.					
TIP	Typically nonoperating expenditures and revenues should not be a negative number. Any negative numbers must be fully justified.					
9. SCHEDULE II (PSCR, SC2)						
AUDIT:						
9.1	Is the pay grade minimum for salary rate utilized for positions in segments 2 and 3? **(BRAR, BRAA - Report should print "No Records Selected For This Request")** Note: Amounts other than the pay grade minimum should be fully justified in the D-3A issue narrative. (See *Base Rate Audit* on page 158 of the LBR Instructions.)	Y	Y	Y		
10. SCHEDULE III (PSCR, SC3)						
10.1	Is the appropriate lapse amount applied in Segment 3? (See page 91 of the LBR Instructions.)	Y	Y	Y		
10.2	Are amounts in *Other Salary Amount* appropriate and fully justified? (See page 98 of the LBR Instructions for appropriate use of the OAD transaction.) Use **OADI** or **OADR** to identify agency other salary amounts requested.					
11. SCHEDULE IV (EADR, SC4)						
11.1	Are the correct Information Technology (IT) issue codes used?	Y	Y	Y		
TIP	If IT issues are not coded correctly (with "C" in 6th position), they will not appear in the Schedule IV.					
12. SCHEDULE VIIIA (EADR, SC8A)						
12.1	Is there only one #1 priority, one #2 priority, one #3 priority, etc. reported on the Schedule VIII-A? Are the priority narrative explanations adequate? Note: FCO issues can now be included in the priority listing.	Submitted at the Department Leve				
13. SCHEDULE VIIIB-1 (EADR, S8B1)						
13.1	**NOT REQUIRED FOR THIS YEAR**					

Action	Program or Service (Budget Entity Codes)				
	70010100	70010200	70010400		

14. SCHEDULE VIIIB-2 (EADR, S8B2)						
14.1	Do the reductions comply with the instructions provided on pages 102 through 104 of the LBR Instructions regarding a 5% reduction in recurring General Revenue and Trust Funds, including the verification that the 33BXXX0 issue has NOT been used?	Submitted at the Department Leve				
15. SCHEDULE VIIIC (EADR, S8C) **(LAS/PBS Web - see page 105-107 of the LBR Instructions for detailed instructions)**						
15.1	Agencies are required to generate this schedule via the LAS/PBS Web.	Submitted at the Department Leve				
15.2	Does the schedule include at least three and no more than 10 unique reprioritization issues, in priority order? Manual Check.	Submitted at the Department Leve				
15.3	Does the schedule display reprioritization issues that are each comprised of two unique issues - a deduct component and an add-back component which net to zero at the department level?	Submitted at the Department Leve				
15.4	Are the priority narrative explanations adequate and do they follow the guidelines on pages 105-107 of the LBR instructions?	Submitted at the Department Leve				
15.5	Does the issue narrative in A6 address the following: Does the state have the authority to implement the reprioritization issues independent of other entities (federal and local governments, private donors, etc.)? Are the reprioritization issues an allowable use of the recommended funding source?	Submitted at the Department Leve				
AUDIT:						
15.6	Do the issues net to zero at the department level? **(GENR, LBR5)**	Submitted at the Department Leve				
16. SCHEDULE XI (USCR,SCXI) (LAS/PBS Web - see page 108-112 of the LBR Instructions for detailed instructions)						
16.1	Agencies are required to generate this spreadsheet via the LAS/PBS Web. **The Final Excel version no longer has to be submitted to OPB for inclusion on the Governor's Florida Performs Website.** (Note: Pursuant to *section 216.023(4)(b), Florida Statutes,* the Legislature can reduce the funding level for any agency that does not provide this information.)					
16.2	Do the PDF files uploaded to the Florida Fiscal Portal for the LRPP and LBR	Submitted at the Department Leve				
AUDITS INCLUDED IN THE SCHEDULE XI REPORT:						
16.3	Does the FY 2012-13 Actual (prior year) Expenditures in Column A36 reconcile to Column A01? (**GENR, ACT1)**	Y	Y	Y		
16.4	None of the executive direction, administrative support and information technology statewide activities (ACT0010 thru ACT0490) have output standards (Record Type 5)? **(Audit #1 should print "No Activities Found")**	Y	Y	Y		
16.5	Does the Fixed Capital Outlay (FCO) statewide activity (ACT0210) only contain 08XXXX or 14XXXX appropriation categories? **(Audit #2 should print "No Operating Categories Found")**	Y	Y	Y		

	Action	Program or Service (Budget Entity Codes)				
		70010100	70010200	70010400		
16.6	Has the agency provided the necessary standard (Record Type 5) for all activities which should appear in Section II? (Note: **Audit #3** will identify those activities that do NOT have a Record Type '5' and have not been identified as a 'Pass Through' activity. These activities will be displayed in Section III with the 'Payment of Pensions, Benefits and Claims' activity and 'Other' activities. Verify if these activities should be displayed in Section III. If not, an output standard would need to be added for that activity and the Schedule XI submitted again.)	Y	Y	Y		
16.7	Does Section I (Final Budget for Agency) and Section III (Total Budget for Agency) equal? **(Audit #4 should print "No Discrepancies Found")**	Submitted at the Department Leve				
TIP	If Section I and Section III have a small difference, it may be due to rounding and therefore will be acceptable.					
17. MANUALLY PREPARED EXHIBITS & SCHEDULES						
17.1	Do exhibits and schedules comply with LBR Instructions (pages 110 through 154 of the LBR Instructions), and are they accurate and complete?	Y	Y	Y		
17.2	Are appropriation category totals comparable to Exhibit B, where applicable?	Y	Y	Y		
17.3	Are agency organization charts (Schedule X) provided and at the appropriate level of detail?	Submitted at the Department Leve				
AUDITS - GENERAL INFORMATION						
TIP	Review *Section 6: Audits* of the LBR Instructions (pages 156-158) for a list of audits and their descriptions.					
TIP	Reorganizations may cause audit errors. Agencies must indicate that these errors are due to an agency reorganization to justify the audit error.					
18. CAPITAL IMPROVEMENTS PROGRAM (CIP)						
18.1	Are the CIP-2, CIP-3, CIP-A and CIP-B forms included?	N/A	N/A	N/A		
18.2	Are the CIP-4 and CIP-5 forms submitted when applicable (see CIP Instructions)?	N/A	N/A	N/A		
18.3	Do all CIP forms comply with CIP Instructions where applicable (see CIP	N/A	N/A	N/A		
18.4	Does the agency request include 5 year projections (Columns A03, A06, A07, A08 and A09)?	N/A	N/A	N/A		
18.5	Are the appropriate counties identified in the narrative?	N/A	N/A	N/A		
18.6	Has the CIP-2 form (Exhibit B) been modified to include the agency priority for each project and the modified form saved as a PDF document?	N/A	N/A	N/A		
TIP	Requests for Fixed Capital Outlay appropriations which are Grants and Aids to Local Governments and Non-Profit Organizations must use the Grants and Aids to Local Governments and Non-Profit Organizations - Fixed Capital Outlay major appropriation category (140XXX) and include the sub-title "Grants and Aids". These appropriations utilize a CIP-B form as justification.					
19. FLORIDA FISCAL PORTAL						
19.1	Have all files been assembled correctly and posted to the Florida Fiscal Portal as outlined in the Florida Fiscal Portal Submittal Process?	Y	Y	Y		

Fiscal Year 2014-15 LBR Technical Review Checklist

Department/Budget Entity (Service):
Agency Budget Officer/OPB Analyst Name:

A "Y" indicates "YES" and is acceptable, an "N/J" indicates "NO/Justification Provided" - these require further explanation/justification (additional sheets can be used as necessary), and "TIPS" are other areas to consider.

		Program or Service (Budget Entity Codes)				
	Action	70031100	70031200	70031300	70031400	70031500
1. GENERAL						
1.1	Are Columns A01, A02, A04, A05, A23, A24, A25, A36, A93, IA1, IA5, IA6, IP1, IV1, IV3 and NV1 set to TRANSFER CONTROL for DISPLAY status and MANAGEMENT CONTROL for UPDATE status for both the Budget and Trust Fund columns? Are Columns A06, A07, A08 and A09 for Fixed Capital Outlay (FCO) set to TRANSFER CONTROL for DISPLAY status only? **(CSDI)**	Y	Y	Y	Y	Y
1.2	Is Column A03 set to TRANSFER CONTROL for DISPLAY and UPDATE status for both the Budget and Trust Fund columns? **(CSDI)**	Y	Y	Y	Y	Y
AUDITS:						
1.3	Has Column A03 been copied to Column A12? Run the Exhibit B Audit Comparison Report to verify. **(EXBR, EXBA)**	Y	Y	Y	Y	Y
1.4	Has security been set correctly? **(CSDR, CSA)**	Y	Y	Y	Y	Y
TIP	The agency should prepare the budget request for submission in this order: 1) Lock columns as described above; 2) copy Column A03 to Column A12; and 3) set Column A12 column security to ALL for DISPLAY status and MANAGEMENT CONTROL for UPDATE status.					
2. EXHIBIT A (EADR, EXA)						
2.1	Is the budget entity authority and description consistent with the agency's LRPP and does it conform to the directives provided on page 59 of the LBR Instructions?	Y	Y	Y	Y	Y
2.2	Are the statewide issues generated systematically (estimated expenditures, nonrecurring expenditures, etc.) included?	Y	Y	Y	Y	Y
2.3	Are the issue codes and titles consistent with *Section 3* of the LBR Instructions (pages 15 through 29)? Do they clearly describe the issue?	Y	Y	Y	Y	Y
2.4	Have the coding guidelines in *Section 3* of the LBR Instructions (pages 15 through 29) been followed?	Y	Y	Y	Y	Y
3. EXHIBIT B (EXBR, EXB)						
3.1	Is it apparent that there is a fund shift where an appropriation category's funding source is different between A02 and A03? Were the issues entered into LAS/PBS correctly? Check D-3A funding shift issue 340XXX0 - a unique deduct and unique add back issue should be used to ensure fund shifts display correctly on the LBR exhibits.	N/A	N/A	N/A	N/A	N/A
AUDITS:						
3.2	Negative Appropriation Category Audit for Agency Request (Columns A03 and A04): Are all appropriation categories positive by budget entity at the FSI level? Are all nonrecurring amounts less than requested amounts? **(NACR, NAC - Report should print "No Negative Appropriation Categories Found")**	Y	Y	Y	Y	Y
3.3	Current Year Estimated Verification Comparison Report: Is Column A02 equal to Column B07? **(EXBR, EXBC - Report should print "Records Selected Net To Zero")**	Y	Y	Y	Y	Y

Action		Program or Service (Budget Entity Codes)				
		70031100	70031200	70031300	70031400	70031500
TIP	Generally look for and be able to fully explain significant differences between A02 and A03.					
TIP	Exhibit B - A02 equal to B07: Compares Current Year Estimated column to a backup of A02. This audit is necessary to ensure that the historical detail records have not been adjusted. Records selected should net to zero.					
TIP	Requests for appropriations which require advance payment authority must use the sub-title "Grants and Aids". For advance payment authority to local units of government, the Aid to Local Government appropriation category (05XXXX) should be used. For advance payment authority to non-profit organizations or other units of state government, the Special Categories appropriation category (10XXXX) should be used.					
4. EXHIBIT D (EADR, EXD)						
4.1	Is the program component objective statement consistent with the agency LRPP, and does it conform to the directives provided on page 61 of the LBR Instructions?	Y	Y	Y	Y	Y
4.2	Is the program component code and title used correct?	Y	Y	Y	Y	Y
TIP	Fund shifts or transfers of services or activities between program components will be displayed on an Exhibit D whereas it may not be visible on an Exhibit A.					
5. EXHIBIT D-1 (ED1R, EXD1)						
5.1	Are all object of expenditures positive amounts? (This is a manual check.)	Y	Y	Y	Y	Y
AUDITS:						
5.2	Do the fund totals agree with the object category totals within each appropriation category? **(ED1R, XD1A - Report should print "No Differences Found For This Report")**	Y	Y	Y	Y	Y
5.3	FLAIR Expenditure/Appropriation Ledger Comparison Report: Is Column A01 less than Column B04? **(EXBR, EXBB - Negative differences need to be corrected in Column A01.)**	Y	Y	Y	Y	Y
5.4	A01/State Accounts Disbursements and Carry Forward Comparison Report: Does Column A01 equal Column B08? **(EXBR, EXBD - Differences need to be corrected in Column A01.)**	Y	Y	Y	Y	Y
TIP	If objects are negative amounts, the agency must make adjustments to Column A01 to correct the object amounts. In addition, the fund totals must be adjusted to reflect the adjustment made to the object data.					
TIP	If fund totals and object totals do not agree or negative object amounts exist, the agency must adjust Column A01.					
TIP	Exhibit B - A01 less than B04: This audit is to ensure that the disbursements and carry/certifications forward in A01 are less than FY 2012-13 approved budget. Amounts should be positive.					
TIP	If B08 is not equal to A01, check the following: 1) the initial FLAIR disbursements or carry forward data load was corrected appropriately in A01; 2) the disbursement data from departmental FLAIR was reconciled to State Accounts; and 3) the FLAIR disbursements did not change after Column B08 was created.					
6. EXHIBIT D-3 (ED3R, ED3) (Not required to be submitted in the LBR - for analytical purposes only.)						
6.1	Are issues appropriately aligned with appropriation categories?	Y	Y	Y	Y	Y
TIP	Exhibit D-3 is no longer required in the budget submission but may be needed for this particular appropriation category/issue sort. Exhibit D-3 is also a useful report when identifying negative appropriation category problems.					
7. EXHIBIT D-3A (EADR, ED3A)						

	Action	Program or Service (Budget Entity Codes)				
		70031100	70031200	70031300	70031400	70031500
7.1	Are the issue titles correct and do they clearly identify the issue? (See pages 15 through 31 of the LBR Instructions.)	Y	Y	Y	Y	Y
7.2	Does the issue narrative adequately explain the agency's request and is the explanation consistent with the LRPP? (See page 67-68 of the LBR Instructions.)	Y	Y	Y	Y	Y
7.3	Does the narrative for Information Technology (IT) issue follow the additional narrative requirements described on pages 69 through 71 of the LBR Instructions?	N/A	N/A	N/A	N/A	N/A
7.4	Are all issues with an IT component identified with a "Y" in the "IT COMPONENT?" field? If the issue contains an IT component, has that component been identified and documented?	N/A	N/A	N/A	N/A	N/A
7.5	Does the issue narrative explain any variances from the Standard Expense and Human Resource Services Assessments package? Is the nonrecurring portion in the nonrecurring column? (See pages E-4 and E-5 of the LBR Instructions.)	N/A	N/A	N/A	N/A	N/A
7.6	Does the salary rate request amount accurately reflect any new requests and are the amounts proportionate to the Salaries and Benefits request? Note: Salary rate should always be annualized.	Y	N/A	N/A	Y	N/A
7.7	Does the issue narrative thoroughly explain/justify all Salaries and Benefits amounts entered into the Other Salary Amounts transactions (OADA/C)? Amounts entered into OAD are reflected in the Position Detail of Salaries and Benefits section of the Exhibit D-3A.	Y	N/A	N/A	Y	N/A
7.8	Does the issue narrative include the Consensus Estimating Conference forecast, where appropriate?	Y	NA	N/A	N/A	N/A
7.9	Does the issue narrative reference the specific county(ies) where applicable?	N/A	N/A	N/A	N/A	N/A
7.10	Do the 160XXX0 issues reflect budget amendments that have been approved (or in the process of being approved) and that have a recurring impact (including Lump Sums)? Have the approved budget amendments been entered in Column A18 as instructed in Memo #13-003?	N/A	N/A	N/A	N/A	N/A
7.11	When appropriate are there any 160XXX0 issues included to delete positions placed in reserve in the OPB Position and Rate Ledger (e.g. unfunded grants)? Note: Lump sum appropriations not yet allocated should not be deleted. **(PLRR, PLMO)**	N/A	N/A	N/A	N/A	N/A
7.12	Does the issue narrative include plans to satisfy additional space requirements when requesting additional positions?	N/A	N/A	N/A	N/A	N/A
7.13	Has the agency included a 160XXX0 issue and 210XXXX and 260XXX0 issues as required for lump sum distributions?	N/A	N/A	N/A	N/A	N/A
7.14	Do the amounts reflect appropriate FSI assignments?	Y	Y	Y	Y	Y
7.15	Are the 33XXXX0 issues negative amounts only and do not restore nonrecurring cuts from a prior year or fund any issues that net to a positive or zero amount? Check D-3A issues 33XXXX0 - a unique issue should be used for issues that net to zero or a positive amount.	N/A	N/A	N/A	N/A	N/A
7.16	Do the issues relating to *salary and benefits* have an "A" in the fifth position of the issue code (XXXXAXX) and are they self-contained (not combined with other issues)? (See page 28 and 88 of the LBR Instructions.)	N/A	N/A	N/A	N/A	N/A
7.17	Do the issues relating to *Information Technology (IT)* have a "C" in the sixth position of the issue code (36XXXCX) and are the correct issue codes used (361XXC0, 362XXC0, 363XXC0, 17C01C0, 17C02C0, 17C03C0, 24010C0, 33001C0 or 55C01C0)?	N/A	N/A	N/A	N/A	N/A
7.18	Are the issues relating to *major audit findings and recommendations* properly coded (4A0XXX0, 4B0XXX0)?	N/A	N/A	N/A	N/A	N/A

	Action	Program or Service (Budget Entity Codes)				
		70031100	70031200	70031300	70031400	70031500
7.19	Does the issue narrative identify the strategy or strategies in the Five Year Statewide Strategic Plan for Economic Development as requested in Memo# 14-006?	Y	Y	Y	Y	Y
AUDIT:						
7.20	Are all FSI's equal to '1', '2', '3', or '9'? There should be no FSI's equal to '0'. **(EADR, FSIA - Report should print "No Records Selected For Reporting")**	Y	Y	Y	Y	Y
7.21	Does the General Revenue for 160XXXX (Adjustments to Current Year Expenditures) issues net to zero? **(GENR, LBR1)**	N/A	N/A	N/A	N/A	N/A
7.22	Does the General Revenue for 180XXXX (Intra-Agency Reorganizations) issues net to zero? **(GENR, LBR2)**	N/A	N/A	N/A	N/A	N/A
7.23	Does the General Revenue for 200XXXX (Estimated Expenditures Realignment) issues net to zero? **(GENR, LBR3)**	N/A	N/A	N/A	N/A	N/A
7.24	Have FCO appropriations been entered into the nonrecurring column A04? **(GENR, LBR4 - Report should print "No Records Selected For Reporting" or a listing of D-3A issue(s) assigned to Debt Service (IOE N) or in some cases State Capital Outlay - Public Education Capital Outlay (IOE L))**	N/A	N/A	N/A	N/A	N/A
TIP	Salaries and Benefits amounts entered using the OADA/C transactions must be thoroughly justified in the D-3A issue narrative. Agencies can run **OADA/OADR** from STAM to identify the amounts entered into OAD and ensure these entries have been thoroughly explained in the D-3A issue narrative.					
TIP	The issue narrative must completely and thoroughly explain and justify each D-3A issue. Agencies must ensure it provides the information necessary for the OPB and legislative analysts to have a complete understanding of the issue submitted. Thoroughly review pages 66 through 70 of the LBR Instructions.					
TIP	Check BAPS to verify status of budget amendments. Check for reapprovals not picked up in the General Appropriations Act. Verify that Lump Sum appropriations in Column A02 do not appear in Column A03. Review budget amendments to verify that 160XXX0 issue amounts correspond accurately and net to zero for General Revenue funds.					
TIP	If an agency is receiving federal funds from another agency the FSI should = 9 (Transfer - Recipient of Federal Funds). The agency that originally receives the funds directly from the federal agency should use FSI = 3 (Federal Funds).					
TIP	If an appropriation made in the FY 2013-14 General Appropriations Act duplicates an appropriation made in substantive legislation, the agency must create a unique deduct nonrecurring issue to eliminate the duplicated appropriation. Normally this is taken care of through line item veto.					
8. SCHEDULE I & RELATED DOCUMENTS (SC1R, SC1 - Budget Entity Level *or* SC1R, SC1D - Department Level)						
8.1	Has a separate department level Schedule I and supporting documents package been submitted by the agency?	Submitted at the Department Level				
8.2	Has a Schedule I and Schedule IB been completed in LAS/PBS for each operating trust fund?	Submitted at the Department Level				
8.3	Have the appropriate Schedule I supporting documents been included for the trust funds (Schedule IA, Schedule IC, and Reconciliation to Trial Balance)?	Submitted at the Department Level				
8.4	Have the Examination of Regulatory Fees Part I and Part II forms been included for the applicable regulatory programs?	Submitted at the Department Level				
8.5	Have the required detailed narratives been provided (5% trust fund reserve narrative; method for computing the distribution of cost for general management and administrative services narrative; adjustments narrative; revenue estimating methodology narrative)?	Submitted at the Department Level				

	Program or Service (Budget Entity Codes)				
Action	70031100	70031200	70031300	70031400	70031500

8.6	Has the Inter-Agency Transfers Reported on Schedule I form been included as applicable for transfers totaling $100,000 or more for the fiscal year?	Submitted at the Department Level
8.7	If the agency is scheduled for the annual trust fund review this year, have the Schedule ID and applicable draft legislation been included for recreation, modification or termination of existing trust funds?	Submitted at the Department Level
8.8	If the agency is scheduled for the annual trust fund review this year, have the necessary trust funds been requested for creation pursuant to *section 215.32(2)(b), Florida Statutes* - including the Schedule ID and applicable legislation?	Submitted at the Department Level
8.9	Are the revenue codes correct? In the case of federal revenues, has the agency appropriately identified direct versus indirect receipts (object codes 000700, 000750, 000799, 001510 and 001599)? For non-grant federal revenues, is the correct revenue code identified (codes 000504, 000119, 001270, 001870, 001970)?	Submitted at the Department Level
8.10	Are the statutory authority references correct?	Submitted at the Department Level
8.11	Are the General Revenue Service Charge percentage rates used for each revenue source correct? (Refer to Chapter 2009-78, Laws of Florida, for appropriate general revenue service charge percentage rates.)	Submitted at the Department Level
8.12	Is this an accurate representation of revenues based on the most recent Consensus Estimating Conference forecasts?	Submitted at the Department Level
8.13	If there is no Consensus Estimating Conference forecast available, do the revenue estimates appear to be reasonable?	Submitted at the Department Level
8.14	Are the federal funds revenues reported in Section I broken out by individual grant? Are the correct CFDA codes used?	Submitted at the Department Level
8.15	Are anticipated grants included and based on the state fiscal year (rather than federal fiscal year)?	Submitted at the Department Level
8.16	Are the Schedule I revenues consistent with the FSI's reported in the Exhibit D-3A?	Submitted at the Department Level
8.17	If applicable, are nonrecurring revenues entered into Column A04?	Submitted at the Department Level
8.18	Has the agency certified the revenue estimates in columns A02 and A03 to be the latest and most accurate available? Does the certification include a statement that the agency will notify OPB of any significant changes in revenue estimates that occur prior to the Governor's Budget Recommendations being issued?	Submitted at the Department Level
8.19	Is a 5% trust fund reserve reflected in Section II? If not, is sufficient justification provided for exemption? Are the additional narrative requirements provided?	Submitted at the Department Level
8.20	Are appropriate service charge nonoperating amounts included in Section II?	Submitted at the Department Level
8.21	Are nonoperating expenditures to other budget entities/departments cross-referenced accurately?	Submitted at the Department Level
8.22	Do transfers balance between funds (within the agency as well as between agencies)? (See also 8.6 for required transfer confirmation of amounts totaling	Submitted at the Department Level
8.23	Are nonoperating expenditures recorded in Section II and adjustments recorded in Section III?	Submitted at the Department Level
8.24	Are prior year September operating reversions appropriately shown in column A01?	Submitted at the Department Level
8.25	Are current year September operating reversions appropriately shown in column	Submitted at the Department Level
8.26	Does the Schedule IC properly reflect the unreserved fund balance for each trust fund as defined by the LBR Instructions, and is it reconciled to the agency accounting records?	Submitted at the Department Level

Action	Program or Service (Budget Entity Codes)				
	70031100	70031200	70031300	70031400	70031500
8.27 Does Column A01 of the Schedule I accurately represent the actual prior year accounting data as reflected in the agency accounting records, and is it provided in sufficient detail for analysis?	Submitted at the Department Level				
8.28 Does Line I of Column A01 (Schedule I) equal Line K of the Schedule IC?	Submitted at the Department Level				
AUDITS:					
8.29 Is Line I a positive number? (If not, the agency must adjust the budget request to eliminate the deficit).	Submitted at the Department Level				
8.30 Is the June 30 Adjusted Unreserved Fund Balance (Line I) equal to the July 1 Unreserved Fund Balance (Line A) of the following year? If a Schedule IB was prepared, do the totals agree with the Schedule I, Line I? **(SC1R, SC1A - Report should print "No Discrepancies Exist For This Report")**	Submitted at the Department Level				
8.31 Has a Department Level Reconciliation been provided for each trust fund and does Line A of the Schedule I equal the CFO amount? If not, the agency must correct Line A. **(SC1R, DEPT)**	Submitted at the Department Level				
TIP The Schedule I is the most reliable source of data concerning the trust funds. It is very important that this schedule is as accurate as possible!					
TIP Determine if the agency is scheduled for trust fund review. (See page 128 of the LBR Instructions.) Transaction DFTR in LAS/PBS is also available and provides an LBR review date for each trust fund.					
TIP Review the unreserved fund balances and compare revenue totals to expenditure totals to determine and understand the trust fund status.					
TIP Typically nonoperating expenditures and revenues should not be a negative number. Any negative numbers must be fully justified.					
9. SCHEDULE II (PSCR, SC2)					
AUDIT:					
9.1 Is the pay grade minimum for salary rate utilized for positions in segments 2 and 3? **(BRAR, BRAA - Report should print "No Records Selected For This Request")** Note: Amounts other than the pay grade minimum should be fully justified in the D-3A issue narrative. (See *Base Rate Audit* on page 158 of the LBR Instructions.)	N/A	N/A	N/A	N/A	N/A
10. SCHEDULE III (PSCR, SC3)					
10.1 Is the appropriate lapse amount applied in Segment 3? (See page 91 of the LBR Instructions.)	Y	Y	Y	Y	Y
10.2 Are amounts in *Other Salary Amount* appropriate and fully justified? (See page 98 of the LBR Instructions for appropriate use of the OAD transaction.) Use **OADI** or **OADR** to identify agency other salary amounts requested.	Y	Y	Y	Y	Y

Action	Program or Service (Budget Entity Codes)				
	70031100	70031200	70031300	70031400	70031500
11. SCHEDULE IV (EADR, SC4)					
11.1 Are the correct Information Technology (IT) issue codes used?	N/A	N/A	N/A	N/A	N/A
TIP If IT issues are not coded correctly (with "C" in 6th position), they will not appear in the Schedule IV.					
12. SCHEDULE VIIIA (EADR, SC8A)					
12.1 Is there only one #1 priority, one #2 priority, one #3 priority, etc. reported on the Schedule VIII-A? Are the priority narrative explanations adequate? Note: FCO issues can now be included in the priority listing.	Submitted at the Department Level				
13. SCHEDULE VIIIB-1 (EADR, S8B1)					
13.1 **NOT REQUIRED FOR THIS YEAR**					
14. SCHEDULE VIIIB-2 (EADR, S8B2)					
14.1 Do the reductions comply with the instructions provided on pages 102 through 104 of the LBR Instructions regarding a 5% reduction in recurring General Revenue and Trust Funds, including the verification that the 33BXXX0 issue has NOT been used?	Submitted at the Department Level				
15. SCHEDULE VIIIC (EADR, S8C) **(LAS/PBS Web - see page 105-107 of the LBR Instructions for detailed instructions)**					
15.1 Agencies are required to generate this schedule via the LAS/PBS Web.	Submitted at the Department Level				
15.2 Does the schedule include at least three and no more than 10 unique reprioritization issues, in priority order? Manual Check.	Submitted at the Department Level				
15.3 Does the schedule display reprioritization issues that are each comprised of two unique issues - a deduct component and an add-back component which net to zero at the department level?	Submitted at the Department Level				
15.4 Are the priority narrative explanations adequate and do they follow the guidelines on pages 105-107 of the LBR instructions?	Submitted at the Department Level				
15.5 Does the issue narrative in A6 address the following: Does the state have the authority to implement the reprioritization issues independent of other entities (federal and local governments, private donors, etc.)? Are the reprioritization issues an allowable use of the recommended funding source?	Submitted at the Department Level				
AUDIT:					
15.6 Do the issues net to zero at the department level? **(GENR, LBR5)**	Submitted at the Department Level				
16. SCHEDULE XI (USCR,SCXI) (LAS/PBS Web - see page 108-112 of the LBR Instructions for detailed instructions)					
16.1 Agencies are required to generate this spreadsheet via the LAS/PBS Web. **The Final Excel version no longer has to be submitted to OPB for inclusion on the Governor's Florida Performs Website.** (Note: Pursuant to *section 216.023(4)(b), Florida Statutes,* the Legislature can reduce the funding level for any agency that does not provide this information.)	Submitted at the Department Level				
16.2 Do the PDF files uploaded to the Florida Fiscal Portal for the LRPP and LBR	Submitted at the Department Level				
AUDITS INCLUDED IN THE SCHEDULE XI REPORT:					
16.3 Does the FY 2012-13 Actual (prior year) Expenditures in Column A36 reconcile to Column A01? (**GENR, ACT1)**	Submitted at the Department Level				
16.4 None of the executive direction, administrative support and information technology statewide activities (ACT0010 thru ACT0490) have output standards (Record Type 5)? **(Audit #1 should print "No Activities Found")**	Submitted at the Department Level				
16.5 Does the Fixed Capital Outlay (FCO) statewide activity (ACT0210) only contain 08XXXX or 14XXXX appropriation categories? **(Audit #2 should print "No Operating Categories Found")**	Submitted at the Department Level				

Action	Program or Service (Budget Entity Codes)				
	70031100	70031200	70031300	70031400	70031500

16.6	Has the agency provided the necessary standard (Record Type 5) for all activities which should appear in Section II? (Note: **Audit #3** will identify those activities that do NOT have a Record Type '5' and have not been identified as a 'Pass Through' activity. These activities will be displayed in Section III with the 'Payment of Pensions, Benefits and Claims' activity and 'Other' activities. Verify if these activities should be displayed in Section III. If not, an output standard would need to be added for that activity and the Schedule XI submitted again.)	Submitted at the Department Level
16.7	Does Section I (Final Budget for Agency) and Section III (Total Budget for Agency) equal? **(Audit #4 should print "No Discrepancies Found")**	Submitted at the Department Level
TIP	If Section I and Section III have a small difference, it may be due to rounding and therefore will be acceptable.	
17. MANUALLY PREPARED EXHIBITS & SCHEDULES		
17.1	Do exhibits and schedules comply with LBR Instructions (pages 110 through 154 of the LBR Instructions), and are they accurate and complete?	Submitted at the Department Level
17.2	Are appropriation category totals comparable to Exhibit B, where applicable?	Submitted at the Department Level
17.3	Are agency organization charts (Schedule X) provided and at the appropriate level of detail?	Submitted at the Department Level
AUDITS - GENERAL INFORMATION		
TIP	Review *Section 6: Audits* of the LBR Instructions (pages 156-158) for a list of audits and their descriptions.	
TIP	Reorganizations may cause audit errors. Agencies must indicate that these errors are due to an agency reorganization to justify the audit error.	
18. CAPITAL IMPROVEMENTS PROGRAM (CIP)		
18.1	Are the CIP-2, CIP-3, CIP-A and CIP-B forms included?	FCO Submitted Separately
18.2	Are the CIP-4 and CIP-5 forms submitted when applicable (see CIP Instructions)?	FCO Submitted Separately
18.3	Do all CIP forms comply with CIP Instructions where applicable (see CIP	FCO Submitted Separately
18.4	Does the agency request include 5 year projections (Columns A03, A06, A07, A08 and A09)?	FCO Submitted Separately
18.5	Are the appropriate counties identified in the narrative?	FCO Submitted Separately
18.6	Has the CIP-2 form (Exhibit B) been modified to include the agency priority for each project and the modified form saved as a PDF document?	FCO Submitted Separately
TIP	Requests for Fixed Capital Outlay appropriations which are Grants and Aids to Local Governments and Non-Profit Organizations must use the Grants and Aids to Local Governments and Non-Profit Organizations - Fixed Capital Outlay major appropriation category (140XXX) and include the sub-title "Grants and Aids". These appropriations utilize a CIP-B form as justification.	
19. FLORIDA FISCAL PORTAL		
19.1	Have all files been assembled correctly and posted to the Florida Fiscal Portal as outlined in the Florida Fiscal Portal Submittal Process?	Submitted at the Department Level

Fiscal Year 2014-15 LBR Technical Review Checklist

Department/Budget Entity (Service):
Agency Budget Officer/OPB Analyst Name:

A "Y" indicates "YES" and is acceptable, an "N/J" indicates "NO/Justification Provided" - these require further explanation/justification (additional sheets can be used as necessary), and "TIPS" are other areas to consider.

		Program or Service (Budget Entity Codes)				
	Action	70031600	70031700	70031800	70031900	70032000
1. GENERAL						
1.1	Are Columns A01, A02, A04, A05, A23, A24, A25, A36, A93, IA1, IA5, IA6, IP1, IV1, IV3 and NV1 set to TRANSFER CONTROL for DISPLAY status and MANAGEMENT CONTROL for UPDATE status for both the Budget and Trust Fund columns? Are Columns A06, A07, A08 and A09 for Fixed Capital Outlay (FCO) set to TRANSFER CONTROL for DISPLAY status only? **(CSDI)**	Y	Y	Y	Y	Y
1.2	Is Column A03 set to TRANSFER CONTROL for DISPLAY and UPDATE status for both the Budget and Trust Fund columns? **(CSDI)**	Y	Y	Y	Y	Y
AUDITS:						
1.3	Has Column A03 been copied to Column A12? Run the Exhibit B Audit Comparison Report to verify. **(EXBR, EXBA)**	Y	Y	Y	Y	Y
1.4	Has security been set correctly? **(CSDR, CSA)**	Y	Y	Y	Y	Y
TIP	The agency should prepare the budget request for submission in this order: 1) Lock columns as described above; 2) copy Column A03 to Column A12; and 3) set Column A12 column security to ALL for DISPLAY status and MANAGEMENT CONTROL for UPDATE status.					
2. EXHIBIT A (EADR, EXA)						
2.1	Is the budget entity authority and description consistent with the agency's LRPP and does it conform to the directives provided on page 59 of the LBR Instructions?	Y	Y	Y	Y	Y
2.2	Are the statewide issues generated systematically (estimated expenditures, nonrecurring expenditures, etc.) included?	Y	Y	Y	Y	Y
2.3	Are the issue codes and titles consistent with *Section 3* of the LBR Instructions (pages 15 through 29)? Do they clearly describe the issue?	Y	Y	Y	Y	Y
2.4	Have the coding guidelines in *Section 3* of the LBR Instructions (pages 15 through 29) been followed?	Y	Y	Y	Y	Y
3. EXHIBIT B (EXBR, EXB)						
3.1	Is it apparent that there is a fund shift where an appropriation category's funding source is different between A02 and A03? Were the issues entered into LAS/PBS correctly? Check D-3A funding shift issue 340XXX0 - a unique deduct and unique add back issue should be used to ensure fund shifts display correctly on the LBR exhibits.	N/A	N/A	N/A	N/A	N/A
AUDITS:						
3.2	Negative Appropriation Category Audit for Agency Request (Columns A03 and A04): Are all appropriation categories positive by budget entity at the FSI level? Are all nonrecurring amounts less than requested amounts? **(NACR, NAC - Report should print "No Negative Appropriation Categories Found")**	Y	Y	Y	Y	Y
3.3	Current Year Estimated Verification Comparison Report: Is Column A02 equal to Column B07? **(EXBR, EXBC - Report should print "Records Selected Net To Zero")**	Y	Y	Y	Y	Y

	Action	Program or Service (Budget Entity Codes)				
		70031600	70031700	70031800	70031900	70032000
TIP	Generally look for and be able to fully explain significant differences between A02 and A03.					
TIP	Exhibit B - A02 equal to B07: Compares Current Year Estimated column to a backup of A02. This audit is necessary to ensure that the historical detail records have not been adjusted. Records selected should net to zero.					
TIP	Requests for appropriations which require advance payment authority must use the sub-title "Grants and Aids". For advance payment authority to local units of government, the Aid to Local Government appropriation category (05XXXX) should be used. For advance payment authority to non-profit organizations or other units of state government, the Special Categories appropriation category (10XXXX) should be used.					
4. EXHIBIT D (EADR, EXD)						
4.1	Is the program component objective statement consistent with the agency LRPP, and does it conform to the directives provided on page 61 of the LBR Instructions?	Y	Y	Y	Y	Y
4.2	Is the program component code and title used correct?	Y	Y	Y	Y	Y
TIP	Fund shifts or transfers of services or activities between program components will be displayed on an Exhibit D whereas it may not be visible on an Exhibit A.					
5. EXHIBIT D-1 (ED1R, EXD1)						
5.1	Are all object of expenditures positive amounts? (This is a manual check.)	Y	Y	Y	Y	Y
AUDITS:						
5.2	Do the fund totals agree with the object category totals within each appropriation category? **(ED1R, XD1A - Report should print "No Differences Found For This Report")**	Y	Y	Y	Y	Y
5.3	FLAIR Expenditure/Appropriation Ledger Comparison Report: Is Column A01 less than Column B04? **(EXBR, EXBB - Negative differences need to be corrected in Column A01.)**	Y	Y	Y	Y	Y
5.4	A01/State Accounts Disbursements and Carry Forward Comparison Report: Does Column A01 equal Column B08? **(EXBR, EXBD - Differences need to be corrected in Column A01.)**	Y	Y	Y	Y	Y
TIP	If objects are negative amounts, the agency must make adjustments to Column A01 to correct the object amounts. In addition, the fund totals must be adjusted to reflect the adjustment made to the object data.					
TIP	If fund totals and object totals do not agree or negative object amounts exist, the agency must adjust Column A01.					
TIP	Exhibit B - A01 less than B04: This audit is to ensure that the disbursements and carry/certifications forward in A01 are less than FY 2012-13 approved budget. Amounts should be positive.					
TIP	If B08 is not equal to A01, check the following: 1) the initial FLAIR disbursements or carry forward data load was corrected appropriately in A01; 2) the disbursement data from departmental FLAIR was reconciled to State Accounts; and 3) the FLAIR disbursements did not change after Column B08 was created.					
6. EXHIBIT D-3 (ED3R, ED3) (Not required to be submitted in the LBR - for analytical purposes only.)						
6.1	Are issues appropriately aligned with appropriation categories?	Y	Y	Y	Y	Y
TIP	Exhibit D-3 is no longer required in the budget submission but may be needed for this particular appropriation category/issue sort. Exhibit D-3 is also a useful report when identifying negative appropriation category problems.					
7. EXHIBIT D-3A (EADR, ED3A)						
7.1	Are the issue titles correct and do they clearly identify the issue? (See pages 15 through 31 of the LBR Instructions.)	Y	Y	Y	Y	Y
7.2	Does the issue narrative adequately explain the agency's request and is the explanation consistent with the LRPP? (See page 67-68 of the LBR Instructions.)	Y	Y	Y	Y	Y

	Action	Program or Service (Budget Entity Codes)				
		70031600	70031700	70031800	70031900	70032000
7.3	Does the narrative for Information Technology (IT) issue follow the additional narrative requirements described on pages 69 through 71 of the LBR Instructions?	N/A	N/A	N/A	N/A	N/A
7.4	Are all issues with an IT component identified with a "Y" in the "IT COMPONENT?" field? If the issue contains an IT component, has that component been identified and documented?	N/A	N/A	N/A	N/A	N/A
7.5	Does the issue narrative explain any variances from the Standard Expense and Human Resource Services Assessments package? Is the nonrecurring portion in the nonrecurring column? (See pages E-4 and E-5 of the LBR Instructions.)	N/A	N/A	N/A	N/A	N/A
7.6	Does the salary rate request amount accurately reflect any new requests and are the amounts proportionate to the Salaries and Benefits request? Note: Salary rate should always be annualized.	Y	N/A	Y	N/A	Y
7.7	Does the issue narrative thoroughly explain/justify all Salaries and Benefits amounts entered into the Other Salary Amounts transactions (OADA/C)? Amounts entered into OAD are reflected in the Position Detail of Salaries and Benefits section of the Exhibit D-3A.	Y	N/A	Y	N/A	Y
7.8	Does the issue narrative include the Consensus Estimating Conference forecast, where appropriate?	N/A	N/A	Y	N/A	Y
7.9	Does the issue narrative reference the specific county(ies) where applicable?	N/A	N/A	N/A	N/A	N/A
7.10	Do the 160XXX0 issues reflect budget amendments that have been approved (or in the process of being approved) and that have a recurring impact (including Lump Sums)? Have the approved budget amendments been entered in Column A18 as instructed in Memo #13-003?	N/A	N/A	N/A	N/A	N/A
7.11	When appropriate are there any 160XXX0 issues included to delete positions placed in reserve in the OPB Position and Rate Ledger (e.g. unfunded grants)? Note: Lump sum appropriations not yet allocated should not be deleted. **(PLRR, PLMO)**	N/A	N/A	N/A	N/A	N/A
7.12	Does the issue narrative include plans to satisfy additional space requirements when requesting additional positions?	N/A	N/A	N/A	N/A	N/A
7.13	Has the agency included a 160XXX0 issue and 210XXXX and 260XXX0 issues as required for lump sum distributions?	N/A	N/A	N/A	N/A	N/A
7.14	Do the amounts reflect appropriate FSI assignments?	Y	Y	Y	Y	Y
7.15	Are the 33XXXX0 issues negative amounts only and do not restore nonrecurring cuts from a prior year or fund any issues that net to a positive or zero amount? Check D-3A issues 33XXXX0 - a unique issue should be used for issues that net to zero or a positive amount.	N/A	N/A	N/A	N/A	N/A
7.16	Do the issues relating to *salary and benefits* have an "A" in the fifth position of the issue code (XXXXAXX) and are they self-contained (not combined with other issues)? (See page 28 and 88 of the LBR Instructions.)	N/A	N/A	N/A	N/A	N/A
7.17	Do the issues relating to *Information Technology (IT)* have a "C" in the sixth position of the issue code (36XXXCX) and are the correct issue codes used (361XXC0, 362XXC0, 363XXC0, 17C01C0, 17C02C0, 17C03C0, 24010C0, 33001C0 or 55C01C0)?	N/A	N/A	N/A	N/A	N/A
7.18	Are the issues relating to *major audit findings and recommendations* properly coded (4A0XXX0, 4B0XXX0)?	N/A	N/A	N/A	N/A	N/A
7.19	Does the issue narrative identify the strategy or strategies in the Five Year Statewide Strategic Plan for Economic Development as requested in Memo# 14-006?	Y	Y	Y	Y	Y
AUDIT:						
7.20	Are all FSI's equal to '1', '2', '3', or '9'? There should be no FSI's equal to '0'. **(EADR, FSIA - Report should print "No Records Selected For Reporting")**	Y	Y	Y	Y	Y
7.21	Does the General Revenue for 160XXXX (Adjustments to Current Year Expenditures) issues net to zero? **(GENR, LBR1)**	Y	N/A	N/A	N/A	N/A

	Action	Program or Service (Budget Entity Codes)				
		70031600	70031700	70031800	70031900	70032000
7.22	Does the General Revenue for 180XXXX (Intra-Agency Reorganizations) issues net to zero? **(GENR, LBR2)**	Y	N/A	N/A	N/A	N/A
7.23	Does the General Revenue for 200XXXX (Estimated Expenditures Realignment) issues net to zero? **(GENR, LBR3)**	N/A	N/A	N/A	N/A	N/A
7.24	Have FCO appropriations been entered into the nonrecurring column A04? **(GENR, LBR4 - Report should print "No Records Selected For Reporting" or a listing of D-3A issue(s) assigned to Debt Service (IOE N) or in some cases State Capital Outlay - Public Education Capital Outlay (IOE L))**	N/A	N/A	N/A	N/A	N/A
TIP	Salaries and Benefits amounts entered using the OADA/C transactions must be thoroughly justified in the D-3A issue narrative. Agencies can run **OADA/OADR** from STAM to identify the amounts entered into OAD and ensure these entries have been thoroughly explained in the D-3A issue narrative.					
TIP	The issue narrative must completely and thoroughly explain and justify each D-3A issue. Agencies must ensure it provides the information necessary for the OPB and legislative analysts to have a complete understanding of the issue submitted. Thoroughly review pages 66 through 70 of the LBR Instructions.					
TIP	Check BAPS to verify status of budget amendments. Check for reapprovals not picked up in the General Appropriations Act. Verify that Lump Sum appropriations in Column A02 do not appear in Column A03. Review budget amendments to verify that 160XXX0 issue amounts correspond accurately and net to zero for General Revenue funds.					
TIP	If an agency is receiving federal funds from another agency the FSI should = 9 (Transfer - Recipient of Federal Funds). The agency that originally receives the funds directly from the federal agency should use FSI = 3 (Federal Funds).					
TIP	If an appropriation made in the FY 2013-14 General Appropriations Act duplicates an appropriation made in substantive legislation, the agency must create a unique deduct nonrecurring issue to eliminate the duplicated appropriation. Normally this is taken care of through line item veto.					
8.	**SCHEDULE I & RELATED DOCUMENTS (SC1R, SC1 - Budget Entity Level *or* SC1R, SC1D - Department Level)**					
8.1	Has a separate department level Schedule I and supporting documents package been submitted by the agency?	Submitted at the Department Level				
8.2	Has a Schedule I and Schedule IB been completed in LAS/PBS for each operating trust fund?	Submitted at the Department Level				
8.3	Have the appropriate Schedule I supporting documents been included for the trust funds (Schedule IA, Schedule IC, and Reconciliation to Trial Balance)?	Submitted at the Department Level				
8.4	Have the Examination of Regulatory Fees Part I and Part II forms been included for the applicable regulatory programs?	Submitted at the Department Level				
8.5	Have the required detailed narratives been provided (5% trust fund reserve narrative; method for computing the distribution of cost for general management and administrative services narrative; adjustments narrative; revenue estimating methodology narrative)?	Submitted at the Department Level				
8.6	Has the Inter-Agency Transfers Reported on Schedule I form been included as applicable for transfers totaling $100,000 or more for the fiscal year?	Submitted at the Department Level				
8.7	If the agency is scheduled for the annual trust fund review this year, have the Schedule ID and applicable draft legislation been included for recreation, modification or termination of existing trust funds?	Submitted at the Department Level				
8.8	If the agency is scheduled for the annual trust fund review this year, have the necessary trust funds been requested for creation pursuant to *section 215.32(2)(b), Florida Statutes* - including the Schedule ID and applicable legislation?	Submitted at the Department Level				
8.9	Are the revenue codes correct? In the case of federal revenues, has the agency appropriately identified direct versus indirect receipts (object codes 000700, 000750, 000799, 001510 and 001599)? For non-grant federal revenues, is the correct revenue code identified (codes 000504, 000119, 001270, 001870, 001970)?	Submitted at the Department Level				

		Program or Service (Budget Entity Codes)				
	Action	70031600	70031700	70031800	70031900	70032000
8.10	Are the statutory authority references correct?	Submitted at the Department Level				
8.11	Are the General Revenue Service Charge percentage rates used for each revenue source correct? (Refer to Chapter 2009-78, Laws of Florida, for appropriate general revenue service charge percentage rates.)	Submitted at the Department Level				
8.12	Is this an accurate representation of revenues based on the most recent Consensus Estimating Conference forecasts?	Submitted at the Department Level				
8.13	If there is no Consensus Estimating Conference forecast available, do the revenue estimates appear to be reasonable?	Submitted at the Department Level				
8.14	Are the federal funds revenues reported in Section I broken out by individual grant? Are the correct CFDA codes used?	Submitted at the Department Level				
8.15	Are anticipated grants included and based on the state fiscal year (rather than federal fiscal year)?	Submitted at the Department Level				
8.16	Are the Schedule I revenues consistent with the FSI's reported in the Exhibit D-3A?	Submitted at the Department Level				
8.17	If applicable, are nonrecurring revenues entered into Column A04?	Submitted at the Department Level				
8.18	Has the agency certified the revenue estimates in columns A02 and A03 to be the latest and most accurate available? Does the certification include a statement that the agency will notify OPB of any significant changes in revenue estimates that occur prior to the Governor's Budget Recommendations being issued?	Submitted at the Department Level				
8.19	Is a 5% trust fund reserve reflected in Section II? If not, is sufficient justification provided for exemption? Are the additional narrative requirements provided?	Submitted at the Department Level				
8.20	Are appropriate service charge nonoperating amounts included in Section II?	Submitted at the Department Level				
8.21	Are nonoperating expenditures to other budget entities/departments cross-referenced accurately?	Submitted at the Department Level				
8.22	Do transfers balance between funds (within the agency as well as between agencies)? (See also 8.6 for required transfer confirmation of amounts totaling $100,000 or more.)	Submitted at the Department Level				
8.23	Are nonoperating expenditures recorded in Section II and adjustments recorded in Section III?	Submitted at the Department Level				
8.24	Are prior year September operating reversions appropriately shown in column A01?	Submitted at the Department Level				
8.25	Are current year September operating reversions appropriately shown in column A02?	Submitted at the Department Level				
8.26	Does the Schedule IC properly reflect the unreserved fund balance for each trust fund as defined by the LBR Instructions, and is it reconciled to the agency accounting records?	Submitted at the Department Level				
8.27	Does Column A01 of the Schedule I accurately represent the actual prior year accounting data as reflected in the agency accounting records, and is it provided in sufficient detail for analysis?	Submitted at the Department Level				
8.28	Does Line I of Column A01 (Schedule I) equal Line K of the Schedule IC?	Submitted at the Department Level				
AUDITS:						
8.29	Is Line I a positive number? (If not, the agency must adjust the budget request to eliminate the deficit).	Submitted at the Department Level				
8.30	Is the June 30 Adjusted Unreserved Fund Balance (Line I) equal to the July 1 Unreserved Fund Balance (Line A) of the following year? If a Schedule IB was prepared, do the totals agree with the Schedule I, Line I? **(SC1R, SC1A - Report should print "No Discrepancies Exist For This Report")**	Submitted at the Department Level				
8.31	Has a Department Level Reconciliation been provided for each trust fund and does Line A of the Schedule I equal the CFO amount? If not, the agency must correct Line A. **(SC1R, DEPT)**	Submitted at the Department Level				
TIP	The Schedule I is the most reliable source of data concerning the trust funds. It is very important that this schedule is as accurate as possible!					
TIP	Determine if the agency is scheduled for trust fund review. (See page 128 of the LBR Instructions.) Transaction DFTR in LAS/PBS is also available and provides an LBR review date for each trust fund.					

Action	Program or Service (Budget Entity Codes)				
	70031600	70031700	70031800	70031900	70032000
TIP Review the unreserved fund balances and compare revenue totals to expenditure totals to determine and understand the trust fund status.					
TIP Typically nonoperating expenditures and revenues should not be a negative number. Any negative numbers must be fully justified.					
9. SCHEDULE II (PSCR, SC2)					
AUDIT:					
9.1 Is the pay grade minimum for salary rate utilized for positions in segments 2 and 3? **(BRAR, BRAA - Report should print "No Records Selected For This Request")** Note: Amounts other than the pay grade minimum should be fully justified in the D-3A issue narrative. (See *Base Rate Audit* on page 158 of the LBR Instructions.)	N/A	N/A	N/A	N/A	N/A
10. SCHEDULE III (PSCR, SC3)					
10.1 Is the appropriate lapse amount applied in Segment 3? (See page 91 of the LBR Instructions.)	Y	Y	Y	Y	Y
10.2 Are amounts in *Other Salary Amount* appropriate and fully justified? (See page 98 of the LBR Instructions for appropriate use of the OAD transaction.) Use **OADI** or **OADR** to identify agency other salary amounts requested.	Y	Y	Y	Y	Y

Action	Program or Service (Budget Entity Codes)				
	70031600	70031700	70031800	70031900	70032000
11. SCHEDULE IV (EADR, SC4)					
11.1 Are the correct Information Technology (IT) issue codes used?	N/A	N/A	N/A	N/A	N/A
TIP If IT issues are not coded correctly (with "C" in 6th position), they will not appear in the Schedule IV.					
12. SCHEDULE VIIIA (EADR, SC8A)					
12.1 Is there only one #1 priority, one #2 priority, one #3 priority, etc. reported on the Schedule VIII-A? Are the priority narrative explanations adequate? Note: FCO issues can now be included in the priority listing.	Submitted at the Department Level				
13. SCHEDULE VIIIB-1 (EADR, S8B1)					
13.1 **NOT REQUIRED FOR THIS YEAR**					
14. SCHEDULE VIIIB-2 (EADR, S8B2)					
14.1 Do the reductions comply with the instructions provided on pages 102 through 104 of the LBR Instructions regarding a 5% reduction in recurring General Revenue and Trust Funds, including the verification that the 33BXXX0 issue has NOT been used?	Submitted at the Department Level				
15. SCHEDULE VIIIC (EADR, S8C) **(LAS/PBS Web - see page 105-107 of the LBR Instructions for detailed instructions)**					
15.1 Agencies are required to generate this schedule via the LAS/PBS Web.	Submitted at the Department Level				
15.2 Does the schedule include at least three and no more than 10 unique reprioritization issues, in priority order? Manual Check.	Submitted at the Department Level				
15.3 Does the schedule display reprioritization issues that are each comprised of two unique issues - a deduct component and an add-back component which net to zero at the department level?	Submitted at the Department Level				
15.4 Are the priority narrative explanations adequate and do they follow the guidelines on pages 105-107 of the LBR instructions?	Submitted at the Department Level				
15.5 Does the issue narrative in A6 address the following: Does the state have the authority to implement the reprioritization issues independent of other entities (federal and local governments, private donors, etc.)? Are the reprioritization issues an allowable use of the recommended funding source?	Submitted at the Department Level				
AUDIT:					
15.6 Do the issues net to zero at the department level? **(GENR, LBR5)**	Submitted at the Department Level				
16. SCHEDULE XI (USCR,SCXI) (LAS/PBS Web - see page 108-112 of the LBR Instructions for detailed instructions)					
16.1 Agencies are required to generate this spreadsheet via the LAS/PBS Web. **The Final Excel version no longer has to be submitted to OPB for inclusion on the Governor's Florida Performs Website.** (Note: Pursuant to *section 216.023(4) (b), Florida Statutes,* the Legislature can reduce the funding level for any agency that does not provide this information.)	Submitted at the Department Level				
16.2 Do the PDF files uploaded to the Florida Fiscal Portal for the LRPP and LBR match?	Submitted at the Department Level				
AUDITS INCLUDED IN THE SCHEDULE XI REPORT:					
16.3 Does the FY 2012-13 Actual (prior year) Expenditures in Column A36 reconcile to Column A01? (**GENR, ACT1)**	Submitted at the Department Level				
16.4 None of the executive direction, administrative support and information technology statewide activities (ACT0010 thru ACT0490) have output standards (Record Type 5)? **(Audit #1 should print "No Activities Found")**	Submitted at the Department Level				
16.5 Does the Fixed Capital Outlay (FCO) statewide activity (ACT0210) only contain 08XXXX or 14XXXX appropriation categories? **(Audit #2 should print "No Operating Categories Found")**	Submitted at the Department Level				
16.6 Has the agency provided the necessary standard (Record Type 5) for all activities which should appear in Section II? (Note: **Audit #3** will identify those activities that do NOT have a Record Type '5' and have not been identified as a 'Pass Through' activity. These activities will be displayed in Section III with the 'Payment of Pensions, Benefits and Claims' activity and 'Other' activities. Verify if these activities should be displayed in Section III. If not, an output standard would need to be added for that activity and the Schedule XI submitted again.)	Submitted at the Department Level				

	Action	Program or Service (Budget Entity Codes)				
		70031600	70031700	70031800	70031900	70032000
16.7	Does Section I (Final Budget for Agency) and Section III (Total Budget for Agency) equal? **(Audit #4 should print "No Discrepancies Found")**	Submitted at the Department Level				
TIP	If Section I and Section III have a small difference, it may be due to rounding and therefore will be acceptable.					
17. MANUALLY PREPARED EXHIBITS & SCHEDULES						
17.1	Do exhibits and schedules comply with LBR Instructions (pages 110 through 154 of the LBR Instructions), and are they accurate and complete?	Submitted at the Department Level				
17.2	Are appropriation category totals comparable to Exhibit B, where applicable?	Submitted at the Department Level				
17.3	Are agency organization charts (Schedule X) provided and at the appropriate level of detail?	Submitted at the Department Level				
AUDITS - GENERAL INFORMATION						
TIP	Review *Section 6: Audits* of the LBR Instructions (pages 156-158) for a list of audits and their descriptions.					
TIP	Reorganizations may cause audit errors. Agencies must indicate that these errors are due to an agency reorganization to justify the audit error.					
18. CAPITAL IMPROVEMENTS PROGRAM (CIP)						
18.1	Are the CIP-2, CIP-3, CIP-A and CIP-B forms included?	FCO Submitted Separately				
18.2	Are the CIP-4 and CIP-5 forms submitted when applicable (see CIP Instructions)?	FCO Submitted Separately				
18.3	Do all CIP forms comply with CIP Instructions where applicable (see CIP Instructions)?	FCO Submitted Separately				
18.4	Does the agency request include 5 year projections (Columns A03, A06, A07, A08 and A09)?	FCO Submitted Separately				
18.5	Are the appropriate counties identified in the narrative?	FCO Submitted Separately				
18.6	Has the CIP-2 form (Exhibit B) been modified to include the agency priority for each project and the modified form saved as a PDF document?	FCO Submitted Separately				
TIP	Requests for Fixed Capital Outlay appropriations which are Grants and Aids to Local Governments and Non-Profit Organizations must use the Grants and Aids to Local Governments and Non-Profit Organizations - Fixed Capital Outlay major appropriation category (140XXX) and include the sub-title "Grants and Aids". These appropriations utilize a CIP-B form as justification.					
19. FLORIDA FISCAL PORTAL						
19.1	Have all files been assembled correctly and posted to the Florida Fiscal Portal as outlined in the Florida Fiscal Portal Submittal Process?	Submitted at the Department Level				

Fiscal Year 2014-15 LBR Technical Review Checklist

Department/Budget Entity (Service): Corrections / Community Corrections
Agency Budget Officer/OPB Analyst Name: Mark Tallent / Kriten Manalo

A "Y" indicates "YES" and is acceptable, an "N/J" indicates "NO/Justification Provided" - these require further explanation/justification (additional sheets can be used as necessary), and "TIPS" are other areas to consider.

		Program or Service (Budget Entity Codes)			
	Action	70050100	70056000		
1. GENERAL					
1.1	Are Columns A01, A02, A04, A05, A23, A24, A25, A36, A93, IA1, IA5, IA6, IP1, IV1, IV3 and NV1 set to TRANSFER CONTROL for DISPLAY status and MANAGEMENT CONTROL for UPDATE status for both the Budget and Trust Fund columns? Are Columns A06, A07, A08 and A09 for Fixed Capital Outlay (FCO) set to TRANSFER CONTROL for DISPLAY status only? **(CSDI)**	Y	Y			
1.2	Is Column A03 set to TRANSFER CONTROL for DISPLAY and UPDATE status for both the Budget and Trust Fund columns? **(CSDI)**	Y	Y			
AUDITS:						
1.3	Has Column A03 been copied to Column A12? Run the Exhibit B Audit Comparison Report to verify. **(EXBR, EXBA)**	Y	Y			
1.4	Has security been set correctly? **(CSDR, CSA)**	Y	Y			
TIP	The agency should prepare the budget request for submission in this order: 1) Lock columns as described above; 2) copy Column A03 to Column A12; and 3) set Column A12 column security to ALL for DISPLAY status and MANAGEMENT CONTROL for UPDATE status.					
2. EXHIBIT A (EADR, EXA)						
2.1	Is the budget entity authority and description consistent with the agency's LRPP and does it conform to the directives provided on page 59 of the LBR Instructions?	Y	Y			
2.2	Are the statewide issues generated systematically (estimated expenditures, nonrecurring expenditures, etc.) included?	Y	Y			
2.3	Are the issue codes and titles consistent with *Section 3* of the LBR Instructions (pages 15 through 29)? Do they clearly describe the issue?	Y	Y			
2.4	Have the coding guidelines in *Section 3* of the LBR Instructions (pages 15 through 29) been followed?	Y	Y			
3. EXHIBIT B (EXBR, EXB)						
3.1	Is it apparent that there is a fund shift where an appropriation category's funding source is different between A02 and A03? Were the issues entered into LAS/PBS correctly? Check D-3A funding shift issue 340XXX0 - a unique deduct and unique add back issue should be used to ensure fund shifts display correctly on the LBR exhibits.	N/A	N/A			
AUDITS:						
3.2	Negative Appropriation Category Audit for Agency Request (Columns A03 and A04): Are all appropriation categories positive by budget entity at the FSI level? Are all nonrecurring amounts less than requested amounts? **(NACR, NAC - Report should print "No Negative Appropriation Categories Found")**	Y	Y			

		Program or Service (Budget Entity Codes				
	Action	70050100	70056000			
3.3	Current Year Estimated Verification Comparison Report: Is Column A02 equal to Column B07? **(EXBR, EXBC - Report should print "Records Selected Net To Zero")**	Y	Y			
TIP	Generally look for and be able to fully explain significant differences between A02 and A03.					
TIP	Exhibit B - A02 equal to B07: Compares Current Year Estimated column to a backup of A02. This audit is necessary to ensure that the historical detail records have not been adjusted. Records selected should net to zero.					
TIP	Requests for appropriations which require advance payment authority must use the sub-title "Grants and Aids". For advance payment authority to local units of government, the Aid to Local Government appropriation category (05XXXX) should be used. For advance payment authority to non-profit organizations or other units of state government, the Special Categories appropriation category (10XXXX) should be used.					
4. EXHIBIT D (EADR, EXD)						
4.1	Is the program component objective statement consistent with the agency LRPP, and does it conform to the directives provided on page 61 of the LBR Instructions?	Y	Y			
4.2	Is the program component code and title used correct?	Y	Y			
TIP	Fund shifts or transfers of services or activities between program components will be displayed on an Exhibit D whereas it may not be visible on an Exhibit A.					
5. EXHIBIT D-1 (ED1R, EXD1)						
5.1	Are all object of expenditures positive amounts? (This is a manual check.)	Y	Y			
AUDITS:						
5.2	Do the fund totals agree with the object category totals within each appropriation category? **(ED1R, XD1A - Report should print "No Differences Found For This Report")**	Y	Y			
5.3	FLAIR Expenditure/Appropriation Ledger Comparison Report: Is Column A01 less than Column B04? **(EXBR, EXBB - Negative differences need to be corrected in Column A01.)**	Y	Y			
5.4	A01/State Accounts Disbursements and Carry Forward Comparison Report: Does Column A01 equal Column B08? **(EXBR, EXBD - Differences need to be corrected in Column A01.)**	Y	Y			
TIP	If objects are negative amounts, the agency must make adjustments to Column A01 to correct the object amounts. In addition, the fund totals must be adjusted to reflect the adjustment made to the object data.					
TIP	If fund totals and object totals do not agree or negative object amounts exist, the agency must adjust Column A01.					
TIP	Exhibit B - A01 less than B04: This audit is to ensure that the disbursements and carry/certifications forward in A01 are less than FY 2012-13 approved budget. Amounts should be positive.					

	Program or Service (Budget Entity Codes				
Action	70050100	70056000			

TIP	If B08 is not equal to A01, check the following: 1) the initial FLAIR disbursements or carry forward data load was corrected appropriately in A01; 2) the disbursement data from departmental FLAIR was reconciled to State Accounts; and 3) the FLAIR disbursements did not change after Column B08 was created.						
6. EXHIBIT D-3 (ED3R, ED3) (Not required to be submitted in the LBR - for analytical purposes only.)							
6.1	Are issues appropriately aligned with appropriation categories?	Y	Y				
TIP	Exhibit D-3 is no longer required in the budget submission but may be needed for this particular appropriation category/issue sort. Exhibit D-3 is also a useful report when identifying negative appropriation category problems.						
7. EXHIBIT D-3A (EADR, ED3A)							
7.1	Are the issue titles correct and do they clearly identify the issue? (See pages 15 through 31 of the LBR Instructions.)	Y	Y				
7.2	Does the issue narrative adequately explain the agency's request and is the explanation consistent with the LRPP? (See page 67-68 of the LBR Instructions.)	Y	Y				
7.3	Does the narrative for Information Technology (IT) issue follow the additional narrative requirements described on pages 69 through 71 of the LBR Instructions?	N/A	N/A				
7.4	Are all issues with an IT component identified with a "Y" in the "IT COMPONENT?" field? If the issue contains an IT component, has that component been identified and documented?	N/A	N/A				
7.5	Does the issue narrative explain any variances from the Standard Expense and Human Resource Services Assessments package? Is the nonrecurring portion in the nonrecurring column? (See pages E-4 and E-5 of the LBR Instructions.)	N/A	N/A				
7.6	Does the salary rate request amount accurately reflect any new requests and are the amounts proportionate to the Salaries and Benefits request? Note: Salary rate should always be annualized.	N/A	N/A				
7.7	Does the issue narrative thoroughly explain/justify all Salaries and Benefits amounts entered into the Other Salary Amounts transactions (OADA/C)? Amounts entered into OAD are reflected in the Position Detail of Salaries and Benefits section of the Exhibit D-3A.	N/A	N/A				
7.8	Does the issue narrative include the Consensus Estimating Conference forecast, where appropriate?	N/A	N/A				
7.9	Does the issue narrative reference the specific county(ies) where applicable?	N/A	N/A				
7.10	Do the 160XXX0 issues reflect budget amendments that have been approved (or in the process of being approved) and that have a recurring impact (including Lump Sums)? Have the approved budget amendments been entered in Column A18 as instructed in Memo #13-003?	N/A	N/A				

	Action	Program or Service (Budget Entity Codes) 70050100	70056000			
7.11	When appropriate are there any 160XXX0 issues included to delete positions placed in reserve in the OPB Position and Rate Ledger (e.g. unfunded grants)? Note: Lump sum appropriations not yet allocated should not be deleted. **(PLRR, PLMO)**	N/A	N/A			
7.12	Does the issue narrative include plans to satisfy additional space requirements when requesting additional positions?	N/A	N/A			
7.13	Has the agency included a 160XXX0 issue and 210XXXX and 260XXX0 issues as required for lump sum distributions?	N/A	N/A			
7.14	Do the amounts reflect appropriate FSI assignments?	Y	Y			
7.15	Are the 33XXXX0 issues negative amounts only and do not restore nonrecurring cuts from a prior year or fund any issues that net to a positive or zero amount? Check D-3A issues 33XXXX0 - a unique issue should be used for issues that net to zero or a positive amount.	Y	Y			
7.16	Do the issues relating to *salary and benefits* have an "A" in the fifth position of the issue code (XXXXAXX) and are they self-contained (not combined with other issues)? (See page 28 and 88 of the LBR Instructions.)	N/A	N/A			
7.17	Do the issues relating to *Information Technology (IT)* have a "C" in the sixth position of the issue code (36XXXCX) and are the correct issue codes used (361XXC0, 362XXC0, 363XXC0, 17C01C0, 17C02C0, 17C03C0, 24010C0, 33001C0 or 55C01C0)?	N/A	N/A			
7.18	Are the issues relating to *major audit findings and recommendations* properly coded (4A0XXX0, 4B0XXX0)?	N/A	N/A			
7.19	Does the issue narrative identify the strategy or strategies in the Five Year Statewide Strategic Plan for Economic Development as requested in Memo# 14-006?	Y	Y			
AUDIT:						
7.20	Are all FSI's equal to '1', '2', '3', or '9'? There should be no FSI's equal to '0'. **(EADR, FSIA - Report should print "No Records Selected For Reporting")**	Y	Y			
7.21	Does the General Revenue for 160XXXX (Adjustments to Current Year Expenditures) issues net to zero? **(GENR, LBR1)**	Y	Y			
7.22	Does the General Revenue for 180XXXX (Intra-Agency Reorganizations) issues net to zero? **(GENR, LBR2)**	Y	Y			
7.23	Does the General Revenue for 200XXXX (Estimated Expenditures Realignment) issues net to zero? **(GENR, LBR3)**	Y	Y			
7.24	Have FCO appropriations been entered into the nonrecurring column A04? **(GENR, LBR4 - Report should print "No Records Selected For Reporting" or a listing of D-3A issue(s) assigned to Debt Service (IOE N) or in some cases State Capital Outlay - Public Education Capital Outlay (IOE L))**	N/A	N/A			
TIP	Salaries and Benefits amounts entered using the OADA/C transactions must be thoroughly justified in the D-3A issue narrative. Agencies can run **OADA/OADR** from STAM to identify the amounts entered into OAD and ensure these entries have been thoroughly explained in the D-3A issue narrative.					

	Program or Service (Budget Entity Codes			
Action	70050100	70056000		

TIP	The issue narrative must completely and thoroughly explain and justify each D-3A issue. Agencies must ensure it provides the information necessary for the OPB and legislative analysts to have a complete understanding of the issue submitted. Thoroughly review pages 66 through 70 of the LBR Instructions.			
TIP	Check BAPS to verify status of budget amendments. Check for reapprovals not picked up in the General Appropriations Act. Verify that Lump Sum appropriations in Column A02 do not appear in Column A03. Review budget amendments to verify that 160XXX0 issue amounts correspond accurately and net to zero for General Revenue funds.			
TIP	If an agency is receiving federal funds from another agency the FSI should = 9 (Transfer - Recipient of Federal Funds). The agency that originally receives the funds directly from the federal agency should use FSI = 3 (Federal Funds).			
TIP	If an appropriation made in the FY 2013-14 General Appropriations Act duplicates an appropriation made in substantive legislation, the agency must create a unique deduct nonrecurring issue to eliminate the duplicated appropriation. Normally this is taken care of through line item veto.			
8. SCHEDULE I & RELATED DOCUMENTS (SC1R, SC1 - Budget Entity Level *or* SC1R, SC1D - Department Level)				
8.1	Has a separate department level Schedule I and supporting documents package been submitted by the agency?	Department Level		
8.2	Has a Schedule I and Schedule IB been completed in LAS/PBS for each operating trust fund?	Department Level		
8.3	Have the appropriate Schedule I supporting documents been included for the trust funds (Schedule IA, Schedule IC, and Reconciliation to Trial Balance)?	Department Level		
8.4	Have the Examination of Regulatory Fees Part I and Part II forms been included for the applicable regulatory programs?	Department Level		
8.5	Have the required detailed narratives been provided (5% trust fund reserve narrative; method for computing the distribution of cost for general management and administrative services narrative; adjustments narrative; revenue estimating methodology narrative)?	Department Level		
8.6	Has the Inter-Agency Transfers Reported on Schedule I form been included as applicable for transfers totaling $100,000 or more for the fiscal year?	Department Level		
8.7	If the agency is scheduled for the annual trust fund review this year, have the Schedule ID and applicable draft legislation been included for recreation, modification or termination of existing trust funds?	Department Level		
8.8	If the agency is scheduled for the annual trust fund review this year, have the necessary trust funds been requested for creation pursuant to *section 215.32(2)(b), Florida Statutes* - including the Schedule ID and applicable legislation?	Department Level		
8.9	Are the revenue codes correct? In the case of federal revenues, has the agency appropriately identified direct versus indirect receipts (object codes 000700, 000750, 000799, 001510 and 001599)? For non-grant federal revenues, is the correct revenue code identified (codes 000504, 000119, 001270, 001870, 001970)?	Department Level		

		Program or Service (Budget Entity Codes			
	Action	70050100	70056000		

8.10	Are the statutory authority references correct?	Department Level		
8.11	Are the General Revenue Service Charge percentage rates used for each revenue source correct? (Refer to Chapter 2009-78, Laws of Florida, for appropriate general revenue service charge percentage rates.)	Department Level		
8.12	Is this an accurate representation of revenues based on the most recent Consensus Estimating Conference forecasts?	Department Level		
8.13	If there is no Consensus Estimating Conference forecast available, do the revenue estimates appear to be reasonable?	Department Level		
8.14	Are the federal funds revenues reported in Section I broken out by individual grant? Are the correct CFDA codes used?	Department Level		
8.15	Are anticipated grants included and based on the state fiscal year (rather than federal fiscal year)?	Department Level		
8.16	Are the Schedule I revenues consistent with the FSI's reported in the Exhibit D-3A?	Department Level		
8.17	If applicable, are nonrecurring revenues entered into Column A04?	Department Level		
8.18	Has the agency certified the revenue estimates in columns A02 and A03 to be the latest and most accurate available? Does the certification include a statement that the agency will notify OPB of any significant changes in revenue estimates that occur prior to the Governor’s Budget Recommendations being issued?	Department Level		
8.19	Is a 5% trust fund reserve reflected in Section II? If not, is sufficient justification provided for exemption? Are the additional narrative requirements provided?	Department Level		
8.20	Are appropriate service charge nonoperating amounts included in Section II?	Department Level		
8.21	Are nonoperating expenditures to other budget entities/departments cross-referenced accurately?	Department Level		
8.22	Do transfers balance between funds (within the agency as well as between agencies)? (See also 8.6 for required transfer confirmation of amounts totaling	Department Level		
8.23	Are nonoperating expenditures recorded in Section II and adjustments recorded in Section III?	Department Level		
8.24	Are prior year September operating reversions appropriately shown in column A01?	Department Level		
8.25	Are current year September operating reversions appropriately shown in column	Department Level		
8.26	Does the Schedule IC properly reflect the unreserved fund balance for each trust fund as defined by the LBR Instructions, and is it reconciled to the agency accounting records?	Department Level		
8.27	Does Column A01 of the Schedule I accurately represent the actual prior year accounting data as reflected in the agency accounting records, and is it provided in sufficient detail for analysis?	Department Level		
8.28	Does Line I of Column A01 (Schedule I) equal Line K of the Schedule IC?	Department Level		
AUDITS:				

		Program or Service (Budget Entity Codes)				
	Action	70050100	70056000			
8.29	Is Line I a positive number? (If not, the agency must adjust the budget request to eliminate the deficit).	Department Level				
8.30	Is the June 30 Adjusted Unreserved Fund Balance (Line I) equal to the July 1 Unreserved Fund Balance (Line A) of the following year? If a Schedule IB was prepared, do the totals agree with the Schedule I, Line I? **(SC1R, SC1A - Report should print "No Discrepancies Exist For This Report")**	Department Level				
8.31	Has a Department Level Reconciliation been provided for each trust fund and does Line A of the Schedule I equal the CFO amount? If not, the agency must correct Line A. **(SC1R, DEPT)**	Department Level				
TIP	The Schedule I is the most reliable source of data concerning the trust funds. It is very important that this schedule is as accurate as possible!					
TIP	Determine if the agency is scheduled for trust fund review. (See page 128 of the LBR Instructions.) Transaction DFTR in LAS/PBS is also available and provides an LBR review date for each trust fund.					
TIP	Review the unreserved fund balances and compare revenue totals to expenditure totals to determine and understand the trust fund status.					
TIP	Typically nonoperating expenditures and revenues should not be a negative number. Any negative numbers must be fully justified.					
9. SCHEDULE II (PSCR, SC2)						
AUDIT:						
9.1	Is the pay grade minimum for salary rate utilized for positions in segments 2 and 3? **(BRAR, BRAA - Report should print "No Records Selected For This Request")** Note: Amounts other than the pay grade minimum should be fully justified in the D-3A issue narrative. (See *Base Rate Audit* on page 158 of the LBR Instructions.)	Y	Y			
10. SCHEDULE III (PSCR, SC3)						
10.1	Is the appropriate lapse amount applied in Segment 3? (See page 91 of the LBR Instructions.)	Y	Y			
10.2	Are amounts in *Other Salary Amount* appropriate and fully justified? (See page 98 of the LBR Instructions for appropriate use of the OAD transaction.) Use **OADI** or **OADR** to identify agency other salary amounts requested.	Y	Y			
11. SCHEDULE IV (EADR, SC4)						
11.1	Are the correct Information Technology (IT) issue codes used?	N/A	N/A			
TIP	If IT issues are not coded correctly (with "C" in 6th position), they will not appear in the Schedule IV.					
12. SCHEDULE VIIIA (EADR, SC8A)						
12.1	Is there only one #1 priority, one #2 priority, one #3 priority, etc. reported on the Schedule VIII-A? Are the priority narrative explanations adequate? Note: FCO issues can now be included in the priority listing.	Department Level				
13. SCHEDULE VIIIB-1 (EADR, S8B1)						
13.1	**NOT REQUIRED FOR THIS YEAR**					

	Program or Service (Budget Entity Codes			
Action	70050100	70056000		

14. SCHEDULE VIIIB-2 (EADR, S8B2)				
14.1	Do the reductions comply with the instructions provided on pages 102 through 104 of the LBR Instructions regarding a 5% reduction in recurring General Revenue and Trust Funds, including the verification that the 33BXXX0 issue has NOT been used?	Department Level		
15. SCHEDULE VIIIC (EADR, S8C) **(LAS/PBS Web - see page 105-107 of the LBR Instructions for detailed instructions)**				
15.1	Agencies are required to generate this spreadsheet via the LAS/PBS Web.	Department Level		
15.2	Does the schedule include at least three and no more than 10 unique reprioritization issues, in priority order? Manual Check.	Department Level		
15.3	Does the schedule display reprioritization issues that are each comprised of two unique issues - a deduct component and an add-back component which net to zero at the department level?	Department Level		
15.4	Are the priority narrative explanations adequate and do they follow the guidelines on pages 105-107 of the LBR instructions?	Department Level		
15.5	Does the issue narrative in A6 address the following: Does the state have the authority to implement the reprioritization issues independent of other entities (federal and local governments, private donors, etc.)? Are the reprioritization issues an allowable use of the recommended funding source?	Department Level		
AUDIT:				
15.6	Do the issues net to zero at the department level? **(GENR, LBR5)**	Department Level		
16. SCHEDULE XI (USCR,SCXI) (LAS/PBS Web - see page 108-112 of the LBR Instructions for detailed instructions)				
16.1	Agencies are required to generate this spreadsheet via the LAS/PBS Web. **The Final Excel version no longer has to be submitted to OPB for inclusion on the Governor's Florida Performs Website.** (Note: Pursuant to *section 216.023(4)(b), Florida Statutes,* the Legislature can reduce the funding level for any agency that does not provide this information.)	Department Level		
16.2	Do the PDF files uploaded to the Florida Fiscal Portal for the LRPP and LBR	Department Level		
AUDITS INCLUDED IN THE SCHEDULE XI REPORT:				
16.3	Does the FY 2012-13 Actual (prior year) Expenditures in Column A36 reconcile to Column A01? (**GENR, ACT1)**	Department Level		
16.4	None of the executive direction, administrative support and information technology statewide activities (ACT0010 thru ACT0490) have output standards (Record Type 5)? **(Audit #1 should print "No Activities Found")**	Department Level		
16.5	Does the Fixed Capital Outlay (FCO) statewide activity (ACT0210) only contain 08XXXX or 14XXXX appropriation categories? **(Audit #2 should print "No Operating Categories Found")**	Department Level		

	Action	Program or Service (Budget Entity Codes) 70050100	70056000		
16.6	Has the agency provided the necessary standard (Record Type 5) for all activities which should appear in Section II? (Note: **Audit #3** will identify those activities that do NOT have a Record Type '5' and have not been identified as a 'Pass Through' activity. These activities will be displayed in Section III with the 'Payment of Pensions, Benefits and Claims' activity and 'Other' activities. Verify if these activities should be displayed in Section III. If not, an output standard would need to be added for that activity and the Schedule XI submitted again.)	Department Level			
16.7	Does Section I (Final Budget for Agency) and Section III (Total Budget for Agency) equal? **(Audit #4 should print "No Discrepancies Found")**	Department Level			
TIP	If Section I and Section III have a small difference, it may be due to rounding and therefore will be acceptable.				
17. MANUALLY PREPARED EXHIBITS & SCHEDULES					
17.1	Do exhibits and schedules comply with LBR Instructions (pages 110 through 154 of the LBR Instructions), and are they accurate and complete?	Department Level			
17.2	Are appropriation category totals comparable to Exhibit B, where applicable?	Department Level			
17.3	Are agency organization charts (Schedule X) provided and at the appropriate level of detail?	Department Level			
AUDITS - GENERAL INFORMATION					
TIP	Review *Section 6: Audits* of the LBR Instructions (pages 156-158) for a list of audits and their descriptions.				
TIP	Reorganizations may cause audit errors. Agencies must indicate that these errors are due to an agency reorganization to justify the audit error.				
18. CAPITAL IMPROVEMENTS PROGRAM (CIP)					
18.1	Are the CIP-2, CIP-3, CIP-A and CIP-B forms included?	FCO Submitted Separately			
18.2	Are the CIP-4 and CIP-5 forms submitted when applicable (see CIP Instructions)?	FCO Submitted Separately			
18.3	Do all CIP forms comply with CIP Instructions where applicable (see CIP	FCO Submitted Separately			
18.4	Does the agency request include 5 year projections (Columns A03, A06, A07, A08 and A09)?	FCO Submitted Separately			
18.5	Are the appropriate counties identified in the narrative?	FCO Submitted Separately			
18.6	Has the CIP-2 form (Exhibit B) been modified to include the agency priority for each project and the modified form saved as a PDF document?	FCO Submitted Separately			
TIP	Requests for Fixed Capital Outlay appropriations which are Grants and Aids to Local Governments and Non-Profit Organizations must use the Grants and Aids to Local Governments and Non-Profit Organizations - Fixed Capital Outlay major appropriation category (140XXX) and include the sub-title "Grants and Aids". These appropriations utilize a CIP-B form as justification.				
19. FLORIDA FISCAL PORTAL					
19.1	Have all files been assembled correctly and posted to the Florida Fiscal Portal as outlined in the Florida Fiscal Portal Submittal Process?	Y	Y		

Fiscal Year 2014-15 LBR Technical Review Checklist

Department/Budget Entity (Service): Department of Corrections / Health services

Agency Budget Officer/OPB Analyst Name: Mark Tallent / Kristen Manalo

A "Y" indicates "YES" and is acceptable, an "N/J" indicates "NO/Justification Provided" - these require further explanation/justification (additional sheets can be used as necessary), and "TIPS" are other areas to consider.

		Program or Service (Budget Entity Codes)				
	Action	70251000	70252000			
1. GENERAL						
1.1	Are Columns A01, A02, A04, A05, A23, A24, A25, A36, A93, IA1, IA5, IA6, IP1, IV1, IV3 and NV1 set to TRANSFER CONTROL for DISPLAY status and MANAGEMENT CONTROL for UPDATE status for both the Budget and Trust Fund columns? Are Columns A06, A07, A08 and A09 for Fixed Capital Outlay (FCO) set to TRANSFER CONTROL for DISPLAY status only? **(CSDI)**	Y	Y			
1.2	Is Column A03 set to TRANSFER CONTROL for DISPLAY and UPDATE status for both the Budget and Trust Fund columns? **(CSDI)**	Y	Y			
AUDITS:						
1.3	Has Column A03 been copied to Column A12? Run the Exhibit B Audit Comparison Report to verify. **(EXBR, EXBA)**	Y	Y			
1.4	Has security been set correctly? **(CSDR, CSA)**	Y	Y			
TIP	The agency should prepare the budget request for submission in this order: 1) Lock columns as described above; 2) copy Column A03 to Column A12; and 3) set Column A12 column security to ALL for DISPLAY status and MANAGEMENT CONTROL for UPDATE status.					
2. EXHIBIT A (EADR, EXA)						
2.1	Is the budget entity authority and description consistent with the agency's LRPP and does it conform to the directives provided on page 59 of the LBR Instructions?	Y	Y			
2.2	Are the statewide issues generated systematically (estimated expenditures, nonrecurring expenditures, etc.) included?	Y	Y			
2.3	Are the issue codes and titles consistent with *Section 3* of the LBR Instructions (pages 15 through 29)? Do they clearly describe the issue?	Y	Y			
2.4	Have the coding guidelines in *Section 3* of the LBR Instructions (pages 15 through 29) been followed?	Y	Y			
3. EXHIBIT B (EXBR, EXB)						
3.1	Is it apparent that there is a fund shift where an appropriation category's funding source is different between A02 and A03? Were the issues entered into LAS/PBS correctly? Check D-3A funding shift issue 340XXX0 - a unique deduct and unique add back issue should be used to ensure fund shifts display correctly on the LBR exhibits.	N/A	N/A			
AUDITS:						
3.2	Negative Appropriation Category Audit for Agency Request (Columns A03 and A04): Are all appropriation categories positive by budget entity at the FSI level? Are all nonrecurring amounts less than requested amounts? **(NACR, NAC - Report should print "No Negative Appropriation Categories Found")**	Y	Y			

		Program or Service (Budget Entity Codes)				
	Action	70251000	70252000			
3.3	Current Year Estimated Verification Comparison Report: Is Column A02 equal to Column B07? **(EXBR, EXBC - Report should print "Records Selected Net To Zero")**	Y	Y			
TIP	Generally look for and be able to fully explain significant differences between A02 and A03.					
TIP	Exhibit B - A02 equal to B07: Compares Current Year Estimated column to a backup of A02. This audit is necessary to ensure that the historical detail records have not been adjusted. Records selected should net to zero.					
TIP	Requests for appropriations which require advance payment authority must use the sub-title "Grants and Aids". For advance payment authority to local units of government, the Aid to Local Government appropriation category (05XXXX) should be used. For advance payment authority to non-profit organizations or other units of state government, the Special Categories appropriation category (10XXXX) should be used.					
4. EXHIBIT D (EADR, EXD)						
4.1	Is the program component objective statement consistent with the agency LRPP, and does it conform to the directives provided on page 61 of the LBR Instructions?	Y	Y			
4.2	Is the program component code and title used correct?	Y	Y			
TIP	Fund shifts or transfers of services or activities between program components will be displayed on an Exhibit D whereas it may not be visible on an Exhibit A.					
5. EXHIBIT D-1 (ED1R, EXD1)						
5.1	Are all object of expenditures positive amounts? (This is a manual check.)	Y	Y			
AUDITS:						
5.2	Do the fund totals agree with the object category totals within each appropriation category? **(ED1R, XD1A - Report should print "No Differences Found For This Report")**	Y	Y			
5.3	FLAIR Expenditure/Appropriation Ledger Comparison Report: Is Column A01 less than Column B04? **(EXBR, EXBB - Negative differences need to be corrected in Column A01.)**	Y	Y			
5.4	A01/State Accounts Disbursements and Carry Forward Comparison Report: Does Column A01 equal Column B08? **(EXBR, EXBD - Differences need to be corrected in Column A01.)**	Y	Y			
TIP	If objects are negative amounts, the agency must make adjustments to Column A01 to correct the object amounts. In addition, the fund totals must be adjusted to reflect the adjustment made to the object data.					
TIP	If fund totals and object totals do not agree or negative object amounts exist, the agency must adjust Column A01.					
TIP	Exhibit B - A01 less than B04: This audit is to ensure that the disbursements and carry/certifications forward in A01 are less than FY 2012-13 approved budget. Amounts should be positive.					

		Program or Service (Budget Entity Codes)				
	Action	70251000	70252000			
TIP	If B08 is not equal to A01, check the following: 1) the initial FLAIR disbursements or carry forward data load was corrected appropriately in A01; 2) the disbursement data from departmental FLAIR was reconciled to State Accounts; and 3) the FLAIR disbursements did not change after Column B08 was created.					
6. EXHIBIT D-3 (ED3R, ED3) (Not required to be submitted in the LBR - for analytical purposes only.)						
6.1	Are issues appropriately aligned with appropriation categories?	Y	Y			
TIP	Exhibit D-3 is no longer required in the budget submission but may be needed for this particular appropriation category/issue sort. Exhibit D-3 is also a useful report when identifying negative appropriation category problems.					
7. EXHIBIT D-3A (EADR, ED3A)						
7.1	Are the issue titles correct and do they clearly identify the issue? (See pages 15 through 31 of the LBR Instructions.)	Y	Y			
7.2	Does the issue narrative adequately explain the agency's request and is the explanation consistent with the LRPP? (See page 67-68 of the LBR Instructions.)	Y	Y			
7.3	Does the narrative for Information Technology (IT) issue follow the additional narrative requirements described on pages 69 through 71 of the LBR Instructions?	N/A	N/A			
7.4	Are all issues with an IT component identified with a "Y" in the "IT COMPONENT?" field? If the issue contains an IT component, has that component been identified and documented?	N/A	N/A			
7.5	Does the issue narrative explain any variances from the Standard Expense and Human Resource Services Assessments package? Is the nonrecurring portion in the nonrecurring column? (See pages E-4 and E-5 of the LBR Instructions.)	N/A	N/A			
7.6	Does the salary rate request amount accurately reflect any new requests and are the amounts proportionate to the Salaries and Benefits request? Note: Salary rate should always be annualized.	Y	Y			
7.7	Does the issue narrative thoroughly explain/justify all Salaries and Benefits amounts entered into the Other Salary Amounts transactions (OADA/C)? Amounts entered into OAD are reflected in the Position Detail of Salaries and Benefits section of the Exhibit D-3A.	N/A	N/A			
7.8	Does the issue narrative include the Consensus Estimating Conference forecast, where appropriate?	Y	Y			
7.9	Does the issue narrative reference the specific county(ies) where applicable?	Y	Y			
7.10	Do the 160XXX0 issues reflect budget amendments that have been approved (or in the process of being approved) and that have a recurring impact (including Lump Sums)? Have the approved budget amendments been entered in Column A18 as instructed in Memo #13-003?	N/A	N/A			

	Action	Program or Service (Budget Entity Codes) 70251000	70252000			
7.11	When appropriate are there any 160XXX0 issues included to delete positions placed in reserve in the OPB Position and Rate Ledger (e.g. unfunded grants)? Note: Lump sum appropriations not yet allocated should not be deleted. **(PLRR, PLMO)**	N/A	N/A			
7.12	Does the issue narrative include plans to satisfy additional space requirements when requesting additional positions?	N/A	N/A			
7.13	Has the agency included a 160XXX0 issue and 210XXXX and 260XXX0 issues as required for lump sum distributions?	N/A	N/A			
7.14	Do the amounts reflect appropriate FSI assignments?	Y	Y			
7.15	Are the 33XXXX0 issues negative amounts only and do not restore nonrecurring cuts from a prior year or fund any issues that net to a positive or zero amount? Check D-3A issues 33XXXX0 - a unique issue should be used for issues that net to zero or a positive amount.	N/A	N/A			
7.16	Do the issues relating to *salary and benefits* have an "A" in the fifth position of the issue code (XXXXAXX) and are they self-contained (not combined with other issues)? (See page 28 and 88 of the LBR Instructions.)	N/A	N/A			
7.17	Do the issues relating to *Information Technology (IT)* have a "C" in the sixth position of the issue code (36XXXCX) and are the correct issue codes used (361XXC0, 362XXC0, 363XXC0, 17C01C0, 17C02C0, 17C03C0, 24010C0, 33001C0 or 55C01C0)?	N/A	N/A			
7.18	Are the issues relating to *major audit findings and recommendations* properly coded (4A0XXX0, 4B0XXX0)?	N/A	N/A			
7.19	Does the issue narrative identify the strategy or strategies in the Five Year Statewide Strategic Plan for Economic Development as requested in Memo# 14-006?	Y	Y			
AUDIT:						
7.20	Are all FSI's equal to '1', '2', '3', or '9'? There should be no FSI's equal to '0'. **(EADR, FSIA - Report should print "No Records Selected For Reporting")**	Y	Y			
7.21	Does the General Revenue for 160XXXX (Adjustments to Current Year Expenditures) issues net to zero? **(GENR, LBR1)**	N/A	N/A			
7.22	Does the General Revenue for 180XXXX (Intra-Agency Reorganizations) issues net to zero? **(GENR, LBR2)**	N/A	N/A			
7.23	Does the General Revenue for 200XXXX (Estimated Expenditures Realignment) issues net to zero? **(GENR, LBR3)**	N/A	N/A			
7.24	Have FCO appropriations been entered into the nonrecurring column A04? **(GENR, LBR4 - Report should print "No Records Selected For Reporting" or a listing of D-3A issue(s) assigned to Debt Service (IOE N) or in some cases State Capital Outlay - Public Education Capital Outlay (IOE L))**	N/A	N/A			
TIP	Salaries and Benefits amounts entered using the OADA/C transactions must be thoroughly justified in the D-3A issue narrative. Agencies can run **OADA/OADR** from STAM to identify the amounts entered into OAD and ensure these entries have been thoroughly explained in the D-3A issue narrative.					

Action	Program or Service (Budget Entity Codes)				
	70251000	70252000			

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TIP	Check BAPS to verify status of budget amendments. Check for reapprovals not picked up in the General Appropriations Act. Verify that Lump Sum appropriations in Column A02 do not appear in Column A03. Review budget amendments to verify that 160XXX0 issue amounts correspond accurately and net to zero for General Revenue funds.	
TIP	If an agency is receiving federal funds from another agency the FSI should = 9 (Transfer - Recipient of Federal Funds). The agency that originally receives the funds directly from the federal agency should use FSI = 3 (Federal Funds).	
TIP	If an appropriation made in the FY 2013-14 General Appropriations Act duplicates an appropriation made in substantive legislation, the agency must create a unique deduct nonrecurring issue to eliminate the duplicated appropriation. Normally this is taken care of through line item veto.	
8. SCHEDULE I & RELATED DOCUMENTS (SC1R, SC1 - Budget Entity Level *or* SC1R, SC1D - Department Level)		
8.1	Has a separate department level Schedule I and supporting documents package been submitted by the agency?	Submitted at the Department Leve
8.2	Has a Schedule I and Schedule IB been completed in LAS/PBS for each operating trust fund?	Submitted at the Department Leve
8.3	Have the appropriate Schedule I supporting documents been included for the trust funds (Schedule IA, Schedule IC, and Reconciliation to Trial Balance)?	Submitted at the Department Leve
8.4	Have the Examination of Regulatory Fees Part I and Part II forms been included for the applicable regulatory programs?	Submitted at the Department Leve
8.5	Have the required detailed narratives been provided (5% trust fund reserve narrative; method for computing the distribution of cost for general management and administrative services narrative; adjustments narrative; revenue estimating methodology narrative)?	Submitted at the Department Leve
8.6	Has the Inter-Agency Transfers Reported on Schedule I form been included as applicable for transfers totaling $100,000 or more for the fiscal year?	Submitted at the Department Leve
8.7	If the agency is scheduled for the annual trust fund review this year, have the Schedule ID and applicable draft legislation been included for recreation, modification or termination of existing trust funds?	Submitted at the Department Leve
8.8	If the agency is scheduled for the annual trust fund review this year, have the necessary trust funds been requested for creation pursuant to *section 215.32(2)(b), Florida Statutes* - including the Schedule ID and applicable legislation?	Submitted at the Department Leve
8.9	Are the revenue codes correct? In the case of federal revenues, has the agency appropriately identified direct versus indirect receipts (object codes 000700, 000750, 000799, 001510 and 001599)? For non-grant federal revenues, is the correct revenue code identified (codes 000504, 000119, 001270, 001870, 001970)?	Submitted at the Department Leve

	Action	Program or Service (Budget Entity Codes)				
		70251000	70252000			

8.10	Are the statutory authority references correct?	Submitted at the Department Leve
8.11	Are the General Revenue Service Charge percentage rates used for each revenue source correct? (Refer to Chapter 2009-78, Laws of Florida, for appropriate general revenue service charge percentage rates.)	Submitted at the Department Leve
8.12	Is this an accurate representation of revenues based on the most recent Consensus Estimating Conference forecasts?	Submitted at the Department Leve
8.13	If there is no Consensus Estimating Conference forecast available, do the revenue estimates appear to be reasonable?	Submitted at the Department Leve
8.14	Are the federal funds revenues reported in Section I broken out by individual grant? Are the correct CFDA codes used?	Submitted at the Department Leve
8.15	Are anticipated grants included and based on the state fiscal year (rather than federal fiscal year)?	Submitted at the Department Leve
8.16	Are the Schedule I revenues consistent with the FSI's reported in the Exhibit D-3A?	Submitted at the Department Leve
8.17	If applicable, are nonrecurring revenues entered into Column A04?	Submitted at the Department Leve
8.18	Has the agency certified the revenue estimates in columns A02 and A03 to be the latest and most accurate available? Does the certification include a statement that the agency will notify OPB of any significant changes in revenue estimates that occur prior to the Governor’s Budget Recommendations being issued?	Submitted at the Department Leve
8.19	Is a 5% trust fund reserve reflected in Section II? If not, is sufficient justification provided for exemption? Are the additional narrative requirements provided?	Submitted at the Department Leve
8.20	Are appropriate service charge nonoperating amounts included in Section II?	Submitted at the Department Leve
8.21	Are nonoperating expenditures to other budget entities/departments cross-referenced accurately?	Submitted at the Department Leve
8.22	Do transfers balance between funds (within the agency as well as between agencies)? (See also 8.6 for required transfer confirmation of amounts totaling	Submitted at the Department Leve
8.23	Are nonoperating expenditures recorded in Section II and adjustments recorded in Section III?	Submitted at the Department Leve
8.24	Are prior year September operating reversions appropriately shown in column A01?	Submitted at the Department Leve
8.25	Are current year September operating reversions appropriately shown in column	Submitted at the Department Leve
8.26	Does the Schedule IC properly reflect the unreserved fund balance for each trust fund as defined by the LBR Instructions, and is it reconciled to the agency accounting records?	Submitted at the Department Leve
8.27	Does Column A01 of the Schedule I accurately represent the actual prior year accounting data as reflected in the agency accounting records, and is it provided in sufficient detail for analysis?	Submitted at the Department Leve
8.28	Does Line I of Column A01 (Schedule I) equal Line K of the Schedule IC?	Submitted at the Department Leve
AUDITS:		

		Program or Service (Budget Entity Codes)				
	Action	70251000	70252000			
8.29	Is Line I a positive number? (If not, the agency must adjust the budget request to eliminate the deficit).	Submitted at the Department Leve				
8.30	Is the June 30 Adjusted Unreserved Fund Balance (Line I) equal to the July 1 Unreserved Fund Balance (Line A) of the following year? If a Schedule IB was prepared, do the totals agree with the Schedule I, Line I? **(SC1R, SC1A - Report should print "No Discrepancies Exist For This Report")**	Submitted at the Department Leve				
8.31	Has a Department Level Reconciliation been provided for each trust fund and does Line A of the Schedule I equal the CFO amount? If not, the agency must correct Line A. **(SC1R, DEPT)**	Submitted at the Department Leve				
TIP	The Schedule I is the most reliable source of data concerning the trust funds. It is very important that this schedule is as accurate as possible!					
TIP	Determine if the agency is scheduled for trust fund review. (See page 128 of the LBR Instructions.) Transaction DFTR in LAS/PBS is also available and provides an LBR review date for each trust fund.					
TIP	Review the unreserved fund balances and compare revenue totals to expenditure totals to determine and understand the trust fund status.					
TIP	Typically nonoperating expenditures and revenues should not be a negative number. Any negative numbers must be fully justified.					
9. SCHEDULE II (PSCR, SC2)						
AUDIT:						
9.1	Is the pay grade minimum for salary rate utilized for positions in segments 2 and 3? **(BRAR, BRAA - Report should print "No Records Selected For This Request")** Note: Amounts other than the pay grade minimum should be fully justified in the D-3A issue narrative. (See *Base Rate Audit* on page 158 of the LBR Instructions.)	Y	Y			
10. SCHEDULE III (PSCR, SC3)						
10.1	Is the appropriate lapse amount applied in Segment 3? (See page 91 of the LBR Instructions.)	Y	Y			
10.2	Are amounts in *Other Salary Amount* appropriate and fully justified? (See page 98 of the LBR Instructions for appropriate use of the OAD transaction.) Use **OADI** or **OADR** to identify agency other salary amounts requested.	N/A	N/A			
11. SCHEDULE IV (EADR, SC4)						
11.1	Are the correct Information Technology (IT) issue codes used?	N/A	N/A			
TIP	If IT issues are not coded correctly (with "C" in 6th position), they will not appear in the Schedule IV.					
12. SCHEDULE VIIIA (EADR, SC8A)						
12.1	Is there only one #1 priority, one #2 priority, one #3 priority, etc. reported on the Schedule VIII-A? Are the priority narrative explanations adequate? Note: FCO issues can now be included in the priority listing.	Submitted at the Department Leve				
13. SCHEDULE VIIIB-1 (EADR, S8B1)						
13.1	**NOT REQUIRED FOR THIS YEAR**					

	Program or Service (Budget Entity Codes)				
Action	70251000	70252000			

14. SCHEDULE VIIIB-2 (EADR, S8B2)							
14.1	Do the reductions comply with the instructions provided on pages 102 through 104 of the LBR Instructions regarding a 5% reduction in recurring General Revenue and Trust Funds, including the verification that the 33BXXX0 issue has NOT been used?	Submitted at the Department Leve					
15. SCHEDULE VIIIC (EADR, S8C) **(LAS/PBS Web - see page 105-107 of the LBR Instructions for detailed instructions)**							
15.1	Agencies are required to generate this schedule via the LAS/PBS Web.						
15.2	Does the schedule include at least three and no more than 10 unique reprioritization issues, in priority order? Manual Check.	Submitted at the Department Leve					
15.3	Does the schedule display reprioritization issues that are each comprised of two unique issues - a deduct component and an add-back component which net to zero at the department level?	Submitted at the Department Leve					
15.4	Are the priority narrative explanations adequate and do they follow the guidelines on pages 105-107 of the LBR instructions?	Submitted at the Department Leve					
15.5	Does the issue narrative in A6 address the following: Does the state have the authority to implement the reprioritization issues independent of other entities (federal and local governments, private donors, etc.)? Are the reprioritization issues an allowable use of the recommended funding source?	Submitted at the Department Leve					
AUDIT:							
15.6	Do the issues net to zero at the department level? **(GENR, LBR5)**	Submitted at the Department Leve					
16. SCHEDULE XI (USCR,SCXI) (LAS/PBS Web - see page 108-112 of the LBR Instructions for detailed instructions)							
16.1	Agencies are required to generate this spreadsheet via the LAS/PBS Web. **The Final Excel version no longer has to be submitted to OPB for inclusion on the Governor's Florida Performs Website.** (Note: Pursuant to *section 216.023(4)(b), Florida Statutes,* the Legislature can reduce the funding level for any agency that does not provide this information.)						
16.2	Do the PDF files uploaded to the Florida Fiscal Portal for the LRPP and LBR	Submitted at the Department Leve					
AUDITS INCLUDED IN THE SCHEDULE XI REPORT:							
16.3	Does the FY 2012-13 Actual (prior year) Expenditures in Column A36 reconcile to Column A01? (**GENR, ACT1)**	Y	Y				
16.4	None of the executive direction, administrative support and information technology statewide activities (ACT0010 thru ACT0490) have output standards (Record Type 5)? **(Audit #1 should print "No Activities Found")**	N/A	N/A				
16.5	Does the Fixed Capital Outlay (FCO) statewide activity (ACT0210) only contain 08XXXX or 14XXXX appropriation categories? **(Audit #2 should print "No Operating Categories Found")**	N/A	N/A				

	Action	Program or Service (Budget Entity Codes)				
		70251000	70252000			
16.6	Has the agency provided the necessary standard (Record Type 5) for all activities which should appear in Section II? (Note: **Audit #3** will identify those activities that do NOT have a Record Type '5' and have not been identified as a 'Pass Through' activity. These activities will be displayed in Section III with the 'Payment of Pensions, Benefits and Claims' activity and 'Other' activities. Verify if these activities should be displayed in Section III. If not, an output standard would need to be added for that activity and the Schedule XI submitted again.)	Y	Y			
16.7	Does Section I (Final Budget for Agency) and Section III (Total Budget for Agency) equal? **(Audit #4 should print "No Discrepancies Found")**					
TIP	If Section I and Section III have a small difference, it may be due to rounding and therefore will be acceptable.	Submitted at the Department Leve				
17. MANUALLY PREPARED EXHIBITS & SCHEDULES						
17.1	Do exhibits and schedules comply with LBR Instructions (pages 110 through 154 of the LBR Instructions), and are they accurate and complete?	Y	Y			
17.2	Are appropriation category totals comparable to Exhibit B, where applicable?	Y	Y			
17.3	Are agency organization charts (Schedule X) provided and at the appropriate level of detail?	Submitted at the Department Leve				
AUDITS - GENERAL INFORMATION						
TIP	Review *Section 6: Audits* of the LBR Instructions (pages 156-158) for a list of audits and their descriptions.					
TIP	Reorganizations may cause audit errors. Agencies must indicate that these errors are due to an agency reorganization to justify the audit error.					
18. CAPITAL IMPROVEMENTS PROGRAM (CIP)						
18.1	Are the CIP-2, CIP-3, CIP-A and CIP-B forms included?	N/A	N/A			
18.2	Are the CIP-4 and CIP-5 forms submitted when applicable (see CIP Instructions)?	N/A	N/A			
18.3	Do all CIP forms comply with CIP Instructions where applicable (see CIP	N/A	N/A			
18.4	Does the agency request include 5 year projections (Columns A03, A06, A07, A08 and A09)?	N/A	N/A			
18.5	Are the appropriate counties identified in the narrative?	N/A	N/A			
18.6	Has the CIP-2 form (Exhibit B) been modified to include the agency priority for each project and the modified form saved as a PDF document?	N/A	N/A			
TIP	Requests for Fixed Capital Outlay appropriations which are Grants and Aids to Local Governments and Non-Profit Organizations must use the Grants and Aids to Local Governments and Non-Profit Organizations - Fixed Capital Outlay major appropriation category (140XXX) and include the sub-title "Grants and Aids". These appropriations utilize a CIP-B form as justification.					
19. FLORIDA FISCAL PORTAL						
19.1	Have all files been assembled correctly and posted to the Florida Fiscal Portal as outlined in the Florida Fiscal Portal Submittal Process?	Y	Y			

Fiscal Year 2014-15 LBR Technical Review Checklist

Department/Budget Entity (Service): Corrections / Education and Programs
Agency Budget Officer/OPB Analyst Name: Mark Tallent / Kriten Manalo

A "Y" indicates "YES" and is acceptable, an "N/J" indicates "NO/Justification Provided" - these require further explanation/justification (additional sheets can be used as necessary), and "TIPS" are other areas to consider.

		Program or Service (Budget Entity Codes)				
	Action	70450100	70450200	70450300	70450400	
1. GENERAL						
1.1	Are Columns A01, A02, A04, A05, A23, A24, A25, A36, A93, IA1, IA5, IA6, IP1, IV1, IV3 and NV1 set to TRANSFER CONTROL for DISPLAY status and MANAGEMENT CONTROL for UPDATE status for both the Budget and Trust Fund columns? Are Columns A06, A07, A08 and A09 for Fixed Capital Outlay (FCO) set to TRANSFER CONTROL for DISPLAY status only? **(CSDI)**	Y	Y	Y	Y	
1.2	Is Column A03 set to TRANSFER CONTROL for DISPLAY and UPDATE status for both the Budget and Trust Fund columns? **(CSDI)**	Y	Y	Y	Y	
AUDITS:						
1.3	Has Column A03 been copied to Column A12? Run the Exhibit B Audit Comparison Report to verify. **(EXBR, EXBA)**	Y	Y	Y	Y	
1.4	Has security been set correctly? **(CSDR, CSA)**	Y	Y	Y	Y	
TIP	The agency should prepare the budget request for submission in this order: 1) Lock columns as described above; 2) copy Column A03 to Column A12; and 3) set Column A12 column security to ALL for DISPLAY status and MANAGEMENT CONTROL for UPDATE status.					
2. EXHIBIT A (EADR, EXA)						
2.1	Is the budget entity authority and description consistent with the agency's LRPP and does it conform to the directives provided on page 59 of the LBR Instructions?	Y	Y	Y	Y	
2.2	Are the statewide issues generated systematically (estimated expenditures, nonrecurring expenditures, etc.) included?	Y	Y	Y	Y	
2.3	Are the issue codes and titles consistent with *Section 3* of the LBR Instructions (pages 15 through 29)? Do they clearly describe the issue?	Y	Y	Y	Y	
2.4	Have the coding guidelines in *Section 3* of the LBR Instructions (pages 15 through 29) been followed?	Y	Y	Y	Y	
3. EXHIBIT B (EXBR, EXB)						
3.1	Is it apparent that there is a fund shift where an appropriation category's funding source is different between A02 and A03? Were the issues entered into LAS/PBS correctly? Check D-3A funding shift issue 340XXX0 - a unique deduct and unique add back issue should be used to ensure fund shifts display correctly on the LBR exhibits.	N/A	N/A	N/A	N/A	
AUDITS:						
3.2	Negative Appropriation Category Audit for Agency Request (Columns A03 and A04): Are all appropriation categories positive by budget entity at the FSI level? Are all nonrecurring amounts less than requested amounts? **(NACR, NAC - Report should print "No Negative Appropriation Categories Found")**	Y	Y	Y	Y	

	Action	Program or Service (Budget Entity Codes) 70450100	70450200	70450300	70450400	
3.3	Current Year Estimated Verification Comparison Report: Is Column A02 equal to Column B07? **(EXBR, EXBC - Report should print "Records Selected Net To Zero")**	Y	Y	Y	Y	
TIP	Generally look for and be able to fully explain significant differences between A02 and A03.					
TIP	Exhibit B - A02 equal to B07: Compares Current Year Estimated column to a backup of A02. This audit is necessary to ensure that the historical detail records have not been adjusted. Records selected should net to zero.					
TIP	Requests for appropriations which require advance payment authority must use the sub-title "Grants and Aids". For advance payment authority to local units of government, the Aid to Local Government appropriation category (05XXXX) should be used. For advance payment authority to non-profit organizations or other units of state government, the Special Categories appropriation category (10XXXX) should be used.					
4. EXHIBIT D (EADR, EXD)						
4.1	Is the program component objective statement consistent with the agency LRPP, and does it conform to the directives provided on page 61 of the LBR Instructions?	Y	Y	Y	Y	
4.2	Is the program component code and title used correct?	Y	Y	Y	Y	
TIP	Fund shifts or transfers of services or activities between program components will be displayed on an Exhibit D whereas it may not be visible on an Exhibit A.					
5. EXHIBIT D-1 (ED1R, EXD1)						
5.1	Are all object of expenditures positive amounts? (This is a manual check.)	Y	Y	Y	Y	
AUDITS:						
5.2	Do the fund totals agree with the object category totals within each appropriation category? **(ED1R, XD1A - Report should print "No Differences Found For This Report")**	Y	Y	Y	Y	
5.3	FLAIR Expenditure/Appropriation Ledger Comparison Report: Is Column A01 less than Column B04? **(EXBR, EXBB - Negative differences need to be corrected in Column A01.)**	Y	Y	Y	Y	
5.4	A01/State Accounts Disbursements and Carry Forward Comparison Report: Does Column A01 equal Column B08? **(EXBR, EXBD - Differences need to be corrected in Column A01.)**	Y	Y	Y	Y	
TIP	If objects are negative amounts, the agency must make adjustments to Column A01 to correct the object amounts. In addition, the fund totals must be adjusted to reflect the adjustment made to the object data.					
TIP	If fund totals and object totals do not agree or negative object amounts exist, the agency must adjust Column A01.					
TIP	Exhibit B - A01 less than B04: This audit is to ensure that the disbursements and carry/certifications forward in A01 are less than FY 2012-13 approved budget. Amounts should be positive.					

	Program or Service (Budget Entity Codes				
Action	70450100	70450200	70450300	70450400	

TIP	If B08 is not equal to A01, check the following: 1) the initial FLAIR disbursements or carry forward data load was corrected appropriately in A01; 2) the disbursement data from departmental FLAIR was reconciled to State Accounts; and 3) the FLAIR disbursements did not change after Column B08 was created.						
6. EXHIBIT D-3 (ED3R, ED3) (Not required to be submitted in the LBR - for analytical purposes only.)							
6.1	Are issues appropriately aligned with appropriation categories?	Y	Y	Y	Y		
TIP	Exhibit D-3 is no longer required in the budget submission but may be needed for this particular appropriation category/issue sort. Exhibit D-3 is also a useful report when identifying negative appropriation category problems.						
7. EXHIBIT D-3A (EADR, ED3A)							
7.1	Are the issue titles correct and do they clearly identify the issue? (See pages 15 through 31 of the LBR Instructions.)	Y	Y	Y	Y		
7.2	Does the issue narrative adequately explain the agency's request and is the explanation consistent with the LRPP? (See page 67-68 of the LBR Instructions.)	Y	Y	Y	Y		
7.3	Does the narrative for Information Technology (IT) issue follow the additional narrative requirements described on pages 69 through 71 of the LBR Instructions?	N/A	N/A	N/A	N/A		
7.4	Are all issues with an IT component identified with a "Y" in the "IT COMPONENT?" field? If the issue contains an IT component, has that component been identified and documented?	N/A	N/A	N/A	N/A		
7.5	Does the issue narrative explain any variances from the Standard Expense and Human Resource Services Assessments package? Is the nonrecurring portion in the nonrecurring column? (See pages E-4 and E-5 of the LBR Instructions.)	Y	Y	Y	Y		
7.6	Does the salary rate request amount accurately reflect any new requests and are the amounts proportionate to the Salaries and Benefits request? Note: Salary rate should always be annualized.	Y	Y	Y	N/A		
7.7	Does the issue narrative thoroughly explain/justify all Salaries and Benefits amounts entered into the Other Salary Amounts transactions (OADA/C)? Amounts entered into OAD are reflected in the Position Detail of Salaries and Benefits section of the Exhibit D-3A.	Y	Y	Y	N/A		
7.8	Does the issue narrative include the Consensus Estimating Conference forecast, where appropriate?	N/A	N/A	N/A	N/A		
7.9	Does the issue narrative reference the specific county(ies) where applicable?	Y	Y	Y	Y		
7.10	Do the 160XXX0 issues reflect budget amendments that have been approved (or in the process of being approved) and that have a recurring impact (including Lump Sums)? Have the approved budget amendments been entered in Column A18 as instructed in Memo #13-003?	N/A	N/A	N/A	N/A		

	Action	Program or Service (Budget Entity Codes)				
		70450100	70450200	70450300	70450400	
7.11	When appropriate are there any 160XXX0 issues included to delete positions placed in reserve in the OPB Position and Rate Ledger (e.g. unfunded grants)? Note: Lump sum appropriations not yet allocated should not be deleted. **(PLRR, PLMO)**	N/A	N/A	N/A	N/A	
7.12	Does the issue narrative include plans to satisfy additional space requirements when requesting additional positions?	Y	Y	Y	N/A	
7.13	Has the agency included a 160XXX0 issue and 210XXXX and 260XXX0 issues as required for lump sum distributions?	N/A	N/A	N/A	N/A	
7.14	Do the amounts reflect appropriate FSI assignments?	Y	Y	Y	Y	
7.15	Are the 33XXXX0 issues negative amounts only and do not restore nonrecurring cuts from a prior year or fund any issues that net to a positive or zero amount? Check D-3A issues 33XXXX0 - a unique issue should be used for issues that net to zero or a positive amount.	Y	Y	Y	Y	
7.16	Do the issues relating to *salary and benefits* have an "A" in the fifth position of the issue code (XXXXAXX) and are they self-contained (not combined with other issues)? (See page 28 and 88 of the LBR Instructions.)	N/A	N/A	N/A	N/A	
7.17	Do the issues relating to *Information Technology (IT)* have a "C" in the sixth position of the issue code (36XXXCX) and are the correct issue codes used (361XXC0, 362XXC0, 363XXC0, 17C01C0, 17C02C0, 17C03C0, 24010C0, 33001C0 or 55C01C0)?	N/A	N/A	N/A	N/A	
7.18	Are the issues relating to *major audit findings and recommendations* properly coded (4A0XXX0, 4B0XXX0)?	N/A	N/A	N/A	N/A	
7.19	Does the issue narrative identify the strategy or strategies in the Five Year Statewide Strategic Plan for Economic Development as requested in Memo# 14-006?	Y	Y	Y	Y	
AUDIT:						
7.20	Are all FSI's equal to '1', '2', '3', or '9'? There should be no FSI's equal to '0'. **(EADR, FSIA - Report should print "No Records Selected For Reporting")**	Y	Y	Y	Y	
7.21	Does the General Revenue for 160XXXX (Adjustments to Current Year Expenditures) issues net to zero? **(GENR, LBR1)**	Y	Y	Y	Y	
7.22	Does the General Revenue for 180XXXX (Intra-Agency Reorganizations) issues net to zero? **(GENR, LBR2)**	Y	Y	Y	Y	
7.23	Does the General Revenue for 200XXXX (Estimated Expenditures Realignment) issues net to zero? **(GENR, LBR3)**	Y	Y	Y	Y	
7.24	Have FCO appropriations been entered into the nonrecurring column A04? **(GENR, LBR4 - Report should print "No Records Selected For Reporting" or a listing of D-3A issue(s) assigned to Debt Service (IOE N) or in some cases State Capital Outlay - Public Education Capital Outlay (IOE L))**	N/A	N/A	N/A	N/A	
TIP	Salaries and Benefits amounts entered using the OADA/C transactions must be thoroughly justified in the D-3A issue narrative. Agencies can run **OADA/OADR** from STAM to identify the amounts entered into OAD and ensure these entries have been thoroughly explained in the D-3A issue narrative.					

	Program or Service (Budget Entity Codes				
Action	70450100	70450200	70450300	70450400	

TIP	The issue narrative must completely and thoroughly explain and justify each D-3A issue. Agencies must ensure it provides the information necessary for the OPB and legislative analysts to have a complete understanding of the issue submitted. Thoroughly review pages 66 through 70 of the LBR Instructions.				
TIP	Check BAPS to verify status of budget amendments. Check for reapprovals not picked up in the General Appropriations Act. Verify that Lump Sum appropriations in Column A02 do not appear in Column A03. Review budget amendments to verify that 160XXX0 issue amounts correspond accurately and net to zero for General Revenue funds.				
TIP	If an agency is receiving federal funds from another agency the FSI should = 9 (Transfer - Recipient of Federal Funds). The agency that originally receives the funds directly from the federal agency should use FSI = 3 (Federal Funds).				
TIP	If an appropriation made in the FY 2013-14 General Appropriations Act duplicates an appropriation made in substantive legislation, the agency must create a unique deduct nonrecurring issue to eliminate the duplicated appropriation. Normally this is taken care of through line item veto.				
8. SCHEDULE I & RELATED DOCUMENTS (SC1R, SC1 - Budget Entity Level *or* SC1R, SC1D - Department Level)					
8.1	Has a separate department level Schedule I and supporting documents package been submitted by the agency?	Department Level			
8.2	Has a Schedule I and Schedule IB been completed in LAS/PBS for each operating trust fund?	Department Level			
8.3	Have the appropriate Schedule I supporting documents been included for the trust funds (Schedule IA, Schedule IC, and Reconciliation to Trial Balance)?	Department Level			
8.4	Have the Examination of Regulatory Fees Part I and Part II forms been included for the applicable regulatory programs?	Department Level			
8.5	Have the required detailed narratives been provided (5% trust fund reserve narrative; method for computing the distribution of cost for general management and administrative services narrative; adjustments narrative; revenue estimating methodology narrative)?	Department Level			
8.6	Has the Inter-Agency Transfers Reported on Schedule I form been included as applicable for transfers totaling $100,000 or more for the fiscal year?	Department Level			
8.7	If the agency is scheduled for the annual trust fund review this year, have the Schedule ID and applicable draft legislation been included for recreation, modification or termination of existing trust funds?	Department Level			
8.8	If the agency is scheduled for the annual trust fund review this year, have the necessary trust funds been requested for creation pursuant to *section 215.32(2)(b), Florida Statutes* - including the Schedule ID and applicable legislation?	Department Level			
8.9	Are the revenue codes correct? In the case of federal revenues, has the agency appropriately identified direct versus indirect receipts (object codes 000700, 000750, 000799, 001510 and 001599)? For non-grant federal revenues, is the correct revenue code identified (codes 000504, 000119, 001270, 001870, 001970)?	Department Level			

		Program or Service (Budget Entity Codes				
	Action	70450100	70450200	70450300	70450400	
8.10	Are the statutory authority references correct?	Department Level				
8.11	Are the General Revenue Service Charge percentage rates used for each revenue source correct? (Refer to Chapter 2009-78, Laws of Florida, for appropriate general revenue service charge percentage rates.)	Department Level				
8.12	Is this an accurate representation of revenues based on the most recent Consensus Estimating Conference forecasts?	Department Level				
8.13	If there is no Consensus Estimating Conference forecast available, do the revenue estimates appear to be reasonable?	Department Level				
8.14	Are the federal funds revenues reported in Section I broken out by individual grant? Are the correct CFDA codes used?	Department Level				
8.15	Are anticipated grants included and based on the state fiscal year (rather than federal fiscal year)?	Department Level				
8.16	Are the Schedule I revenues consistent with the FSI's reported in the Exhibit D-3A?	Department Level				
8.17	If applicable, are nonrecurring revenues entered into Column A04?	Department Level				
8.18	Has the agency certified the revenue estimates in columns A02 and A03 to be the latest and most accurate available? Does the certification include a statement that the agency will notify OPB of any significant changes in revenue estimates that occur prior to the Governor’s Budget Recommendations being issued?	Department Level				
8.19	Is a 5% trust fund reserve reflected in Section II? If not, is sufficient justification provided for exemption? Are the additional narrative requirements provided?	Department Level				
8.20	Are appropriate service charge nonoperating amounts included in Section II?	Department Level				
8.21	Are nonoperating expenditures to other budget entities/departments cross-referenced accurately?	Department Level				
8.22	Do transfers balance between funds (within the agency as well as between agencies)? (See also 8.6 for required transfer confirmation of amounts totaling	Department Level				
8.23	Are nonoperating expenditures recorded in Section II and adjustments recorded in Section III?	Department Level				
8.24	Are prior year September operating reversions appropriately shown in column A01?	Department Level				
8.25	Are current year September operating reversions appropriately shown in column	Department Level				
8.26	Does the Schedule IC properly reflect the unreserved fund balance for each trust fund as defined by the LBR Instructions, and is it reconciled to the agency accounting records?	Department Level				
8.27	Does Column A01 of the Schedule I accurately represent the actual prior year accounting data as reflected in the agency accounting records, and is it provided in sufficient detail for analysis?	Department Level				
8.28	Does Line I of Column A01 (Schedule I) equal Line K of the Schedule IC?	Department Level				
AUDITS:						

	Action	Program or Service (Budget Entity Codes) 70450100	70450200	70450300	70450400	
8.29	Is Line I a positive number? (If not, the agency must adjust the budget request to eliminate the deficit).	Department Level				
8.30	Is the June 30 Adjusted Unreserved Fund Balance (Line I) equal to the July 1 Unreserved Fund Balance (Line A) of the following year? If a Schedule IB was prepared, do the totals agree with the Schedule I, Line I? **(SC1R, SC1A - Report should print "No Discrepancies Exist For This Report")**	Department Level				
8.31	Has a Department Level Reconciliation been provided for each trust fund and does Line A of the Schedule I equal the CFO amount? If not, the agency must correct Line A. **(SC1R, DEPT)**	Department Level				
TIP	The Schedule I is the most reliable source of data concerning the trust funds. It is very important that this schedule is as accurate as possible!					
TIP	Determine if the agency is scheduled for trust fund review. (See page 128 of the LBR Instructions.) Transaction DFTR in LAS/PBS is also available and provides an LBR review date for each trust fund.					
TIP	Review the unreserved fund balances and compare revenue totals to expenditure totals to determine and understand the trust fund status.					
TIP	Typically nonoperating expenditures and revenues should not be a negative number. Any negative numbers must be fully justified.					
9. SCHEDULE II (PSCR, SC2)						
AUDIT:						
9.1	Is the pay grade minimum for salary rate utilized for positions in segments 2 and 3? **(BRAR, BRAA - Report should print "No Records Selected For This Request")** Note: Amounts other than the pay grade minimum should be fully justified in the D-3A issue narrative. (See *Base Rate Audit* on page 158 of the LBR Instructions.)	Y	Y	Y	Y	
10. SCHEDULE III (PSCR, SC3)						
10.1	Is the appropriate lapse amount applied in Segment 3? (See page 91 of the LBR Instructions.)	Y	Y	Y	Y	
10.2	Are amounts in *Other Salary Amount* appropriate and fully justified? (See page 98 of the LBR Instructions for appropriate use of the OAD transaction.) Use **OADI** or **OADR** to identify agency other salary amounts requested.	Y	Y	Y	Y	
11. SCHEDULE IV (EADR, SC4)						
11.1	Are the correct Information Technology (IT) issue codes used?	N/A	N/A	N/A	N/A	
TIP	If IT issues are not coded correctly (with "C" in 6th position), they will not appear in the Schedule IV.					
12. SCHEDULE VIIIA (EADR, SC8A)						
12.1	Is there only one #1 priority, one #2 priority, one #3 priority, etc. reported on the Schedule VIII-A? Are the priority narrative explanations adequate? Note: FCO issues can now be included in the priority listing.	Department Level				
13. SCHEDULE VIIIB-1 (EADR, S8B1)						
13.1	**NOT REQUIRED FOR THIS YEAR**					

	Program or Service (Budget Entity Codes				
Action	70450100	70450200	70450300	70450400	

14. SCHEDULE VIIIB-2 (EADR, S8B2)					
14.1	Do the reductions comply with the instructions provided on pages 102 through 104 of the LBR Instructions regarding a 5% reduction in recurring General Revenue and Trust Funds, including the verification that the 33BXXX0 issue has NOT been used?	Department Level			
15. SCHEDULE VIIIC (EADR, S8C) **(LAS/PBS Web - see page 105-107 of the LBR Instructions for detailed instructions)**					
15.1	Agencies are required to generate this spreadsheet via the LAS/PBS Web.	Department Level			
15.2	Does the schedule include at least three and no more than 10 unique reprioritization issues, in priority order? Manual Check.	Department Level			
15.3	Does the schedule display reprioritization issues that are each comprised of two unique issues - a deduct component and an add-back component which net to zero at the department level?	Department Level			
15.4	Are the priority narrative explanations adequate and do they follow the guidelines on pages 105-107 of the LBR instructions?	Department Level			
15.5	Does the issue narrative in A6 address the following: Does the state have the authority to implement the reprioritization issues independent of other entities (federal and local governments, private donors, etc.)? Are the reprioritization issues an allowable use of the recommended funding source?	Department Level			
AUDIT:					
15.6	Do the issues net to zero at the department level? **(GENR, LBR5)**	Department Level			
16. SCHEDULE XI (USCR,SCXI) (LAS/PBS Web - see page 108-112 of the LBR Instructions for detailed instructions)					
16.1	Agencies are required to generate this spreadsheet via the LAS/PBS Web. **The Final Excel version no longer has to be submitted to OPB for inclusion on the Governor's Florida Performs Website.** (Note: Pursuant to *section 216.023(4)(b), Florida Statutes,* the Legislature can reduce the funding level for any agency that does not provide this information.)	Department Level			
16.2	Do the PDF files uploaded to the Florida Fiscal Portal for the LRPP and LBR	Department Level			
AUDITS INCLUDED IN THE SCHEDULE XI REPORT:					
16.3	Does the FY 2012-13 Actual (prior year) Expenditures in Column A36 reconcile to Column A01? (**GENR, ACT1)**	Department Level			
16.4	None of the executive direction, administrative support and information technology statewide activities (ACT0010 thru ACT0490) have output standards (Record Type 5)? **(Audit #1 should print "No Activities Found")**	Department Level			
16.5	Does the Fixed Capital Outlay (FCO) statewide activity (ACT0210) only contain 08XXXX or 14XXXX appropriation categories? **(Audit #2 should print "No Operating Categories Found")**	Department Level			

	Action	Program or Service (Budget Entity Codes)				
		70450100	70450200	70450300	70450400	
16.6	Has the agency provided the necessary standard (Record Type 5) for all activities which should appear in Section II? (Note: **Audit #3** will identify those activities that do NOT have a Record Type '5' and have not been identified as a 'Pass Through' activity. These activities will be displayed in Section III with the 'Payment of Pensions, Benefits and Claims' activity and 'Other' activities. Verify if these activities should be displayed in Section III. If not, an output standard would need to be added for that activity and the Schedule XI submitted again.)	Department Level				
16.7	Does Section I (Final Budget for Agency) and Section III (Total Budget for Agency) equal? **(Audit #4 should print "No Discrepancies Found")**	Department Level				
TIP	If Section I and Section III have a small difference, it may be due to rounding and therefore will be acceptable.					
17. MANUALLY PREPARED EXHIBITS & SCHEDULES						
17.1	Do exhibits and schedules comply with LBR Instructions (pages 110 through 154 of the LBR Instructions), and are they accurate and complete?	Department Level				
17.2	Are appropriation category totals comparable to Exhibit B, where applicable?	Department Level				
17.3	Are agency organization charts (Schedule X) provided and at the appropriate level of detail?	Department Level				
AUDITS - GENERAL INFORMATION						
TIP	Review *Section 6: Audits* of the LBR Instructions (pages 156-158) for a list of audits and their descriptions.					
TIP	Reorganizations may cause audit errors. Agencies must indicate that these errors are due to an agency reorganization to justify the audit error.					
18. CAPITAL IMPROVEMENTS PROGRAM (CIP)						
18.1	Are the CIP-2, CIP-3, CIP-A and CIP-B forms included?	FCO Submitted Separately				
18.2	Are the CIP-4 and CIP-5 forms submitted when applicable (see CIP Instructions)?	FCO Submitted Separately				
18.3	Do all CIP forms comply with CIP Instructions where applicable (see CIP	FCO Submitted Separately				
18.4	Does the agency request include 5 year projections (Columns A03, A06, A07, A08 and A09)?	FCO Submitted Separately				
18.5	Are the appropriate counties identified in the narrative?	FCO Submitted Separately				
18.6	Has the CIP-2 form (Exhibit B) been modified to include the agency priority for each project and the modified form saved as a PDF document?	FCO Submitted Separately				
TIP	Requests for Fixed Capital Outlay appropriations which are Grants and Aids to Local Governments and Non-Profit Organizations must use the Grants and Aids to Local Governments and Non-Profit Organizations - Fixed Capital Outlay major appropriation category (140XXX) and include the sub-title "Grants and Aids". These appropriations utilize a CIP-B form as justification.					
19. FLORIDA FISCAL PORTAL						
19.1	Have all files been assembled correctly and posted to the Florida Fiscal Portal as outlined in the Florida Fiscal Portal Submittal Process?	Y	Y	Y	Y	