Filing # 162200613 E-Filed 12/01/2022 02:30:01 PM

EXHIBIT F

IN THE UNITED STATES DISTRICT COURT
FOR THE MIDDLE DISTRICT OF FLORIDA
JACKSONVILLE DIVISION

SARAH MCCRIMMON and CARON DETTMANN, as Co-Administrators of the Estate of Curtis Dettmann,

Plaintiffs,

v. Case No.: 3:20-cv-00036-BJD-JRK

CENTURION OF FLORIDA, LLC, et al.

Defendants.
_____/

CENTURION DEFENDANTS' MOTION TO DISMISS PLAINTIFFS' FIRST AMENDED COMPLAINT AND INCORPORATED MEMORANDUM OF LAW

Pursuant to Fed. R. Civ. P. 12(b)(6) and Local Rule 3.01, Defendants Centurion of Florida, LLC (Centurion), Rakesh Sharma, MD (Dr. Sharma), Marinette Gonzalez Morales, MD (Dr. Gonzalez), David E. Rodriguez, MD (Dr. Rodriguez), Gerardo A. Pedroza-Sierra, MD (Dr. Pedroza), John R. Quintino, LPN (Nurse Quintino), Luz Cruz, RN (Nurse Cruz), Kimberly A. Nielson, LPN (Nurse Nielson), Linda Roberts, RN (Nurse Roberts), Alex Renelus, LPN (Nurse Renelus), Cayman Smith, RN (Nurse Smith), Kayla McCarter, LPN (Nurse McCarter), Tanesha L. Adkins, LPN (Nurse Adkins), Shenka Jackson (Nurse Jackson), Nikki N. Richardson, RN (Nurse Richardson), April A. Mason, LPN (Nurse Mason), Elizabeth Morton, RN (Nurse Morton), Clarissa C. Moody, RN (Nurse Moody), Tabatha L. Mahoney, RN (Nurse Mahoney), Michael J. Roth, LPN (Nurse Roth), Ashley Harvey, LPN n/k/a Ashley Hawkins, LPN (Nurse Hawkins), Pricilla L. Roberts (Ms. Roberts), and Tamara Taylor (Ms. Taylor) (collectively referred to as the

Centurion Defendants)[1] move this Court to dismiss Plaintiff's First Amended Complaint (ECF No. 12) for failure to state a claim up on which relief may be granted and additional grounds. In support of this Motion, Centurion Defendants rely upon the accompanying Memorandum of Law, incorporated here.

MEMORANDUM OF LAW

I. FACTS AND PROCEDURAL HISTORY

A. Factual Background[2]

Curtis Dettman[3] was an inmate in the custody of the Florida Department of Corrections (FDOC) at the Reception and Medical Center (RMC) in Lake Butler, Florida. (First Amend. Compl., ECF No. 12 ¶¶ 6, 21.) He suffered from a medical condition that caused painful skin lesions. On January 10, 2018, Dettman underwent surgery to remove these lesions on his buttocks at Jacksonville Memorial Hospital. (ECF No. 12 ¶¶ 22–23.)

On January 12, 2018, following his surgery, Dettman returned to RMC and was admitted to the hospital there to recover from the surgery. (ECF No. 12 ¶¶ 24–25.) While recovering at RMC, Centurion Providers provided treatment and care to Dettman, based on the objectively

---

[1] Plaintiffs misidentify the following Centurion Defendants: Nurse Cruz is misidentified as "Nurse L.C.;" Nurse Smith is misidentified as "LPN C.S." and also referred to as "C. Smith;" and Nurse Renelus is identified as a signature and also referred to as "LPN A.R."

Additionally, for the purposes of this Motion, Centurion Defendants will be grouped into three categories: (1) Centurion, a corporate entity; (2) the medical providers affiliated with Centurion, including the physicians and nursing staff collectively (Centurion Providers); and (3) Priscilla Roberts and Tamara Taylor, who are non-provider administrators affiliated with Centurion.

[2] When considering the evidence and ruling on a motion to dismiss, the Court must accept the factual allegations set forth in the complaint as true. *Ashcroft v. Iqbal*, 556 U.S. 662, 678 (2009).

[3] The spelling of Dettman's name appears differently in the First Amended Complaint and his Florida Department of Corrections (FDOC) medical records. For the purposes of this Motion, Centurion Defendants will adopt the spelling as it appears in FDOC records.

presented medical conditions. After 10 days in the RMC hospital, Dettman was discharged back to confinement on January 22, 2018. (ECF No. 12 ¶ 40.) Following a visit to the RMC urgent care in the early morning hours of January 23, FDOC staff discovered Dettman non-responsive in his cell later that morning. Dettman passed away later that day. (ECF No. 12 ¶¶ 42–43.) Plaintiffs assert Dettman's death was caused by a Clostridium difficile (C. diff.) infection. (ECF No. 12 ¶ 1.)

B. Procedural History

Plaintiffs are Sarah McCrimmon, Dettman's sister and co-administrator of his estate (McCrimmon) and Caron Dettman, Dettman's mother and co-administrator of his estate. (ECF No. 12 ¶¶ 7–8.) Centurion Defendants are comprised of Centurion, a Florida limited liability company, which provides contractually specific health care services to inmates in the custody of the FDOC pursuant to a contract, as well as medical providers and non-provider administrators affiliated with Centurion. (ECF No. 12 ¶¶ 9–14.)[4] The other defendants are FDOC employees.

Plaintiffs filed the original Complaint in this matter on January 17, 2020. (ECF No. 1.) The day prior, on January 16, 2020, Plaintiffs mailed, via certified mail, a "Notice of Intent" to initiate litigation for medical malpractice against Centurion Defendants, pursuant to Section 766.106, *et seq.*, Florida Statutes. (Ex. A.)

This Court issued an order striking Plaintiffs' Complaint, finding the Complaint constituted "an impermissible 'shotgun' pleading." (ECF No. 10.) Plaintiffs filed their First Amended Complaint on February 3, 2020. (ECF No. 12.) In the First Amended Complaint, Plaintiffs assert 39 separate counts, comprised of 42 U.S.C. § 1983 claims against each of the Centurion

[4] Essentially, Plaintiffs named very medical provider whose name appears in Dettman's medical records during the relevant timeframe as a defendant.

Defendants L. Swanson, L. Brown, B. Purvis, and S. Cooper (ECF No. 12 ¶ 14) are not Centurion Providers and are represented by other counsel.

Defendants, the other providers, and several FDOC employees (Counts 1–36); a single intentional infliction of emotional distress claim against the individual Centurion Defendants and non-Centurion providers (Count 37); a "respondeat superior" claim against Centurion (Count 38); and a wrongful death claim against Centurion (Count 39). Centurion Defendants waived service and this Motion to Dismiss is timely filed.

On May 21, 2020, following an agreed-upon extension, Centurion Defendants served their Response to Plaintiffs' Notice of Intent, in which they denied liability.

II. LAW AND ANALYSIS

A. Introduction

For the purposes of this Motion to Dismiss, Centurion Defendants organize Plaintiffs' claims against them into three categories: (1) claims against Centurion, including § 1983, "respondeat superior," and wrongful death claims; (2) § 1983 claims against the individual Centurion Defendants; and (3) an intentional infliction of emotional distress claim against the individual Centurion Defendants. Centurion Defendants will address each of these categories in turn.

B. Legal Standard

When considering the evidence and ruling on a motion to dismiss, the Court must accept the factual allegations set forth in the complaint as true. *Ashcroft v. Iqbal*, 556 U.S. 662, 678 (2009). Additionally, the complaint allegations must be construed in the light most favorable to the plaintiff. *Gill as Next Friend of K.C.R. v. Judd*, 941 F.3d 504, 511 (11th Cir. 2019). However, "the tenet that a court must accept as true all of the allegations contained in a complaint is inapplicable to legal conclusions," which simply "are not entitled to [an] assumption of truth." *Iqbal*, 556 U.S. at 678, 680.

Nonetheless, the plaintiff must still meet some minimal pleading requirements. *Jackson v. BellSouth Telecomm.*, 372 F.3d 1250, 1262–63 (11th Cir. 2004) (citations omitted). While "[s]pecific facts are not necessary[,]" the complaint should "'give the defendant fair notice of what the . . . claim is and the grounds upon which it rests.'" *Erickson v. Pardus*, 551 U.S. 89, 93 (2007) (per curiam) (quoting *Bell Atlantic Corp. v. Twombly*, 550 U.S. 544, 555 (2007)). Though detailed factual allegations are not required, Federal Rule of Civil Procedure 8(a) demands "more than an unadorned, the-defendant-unlawfully-harmed-me accusation." *Iqbal*, 556 U.S. at 678. Thus, a plaintiff may not rely on "[t]hreadbare recitals of the elements of a cause of action, supported by mere conclusory statements." *Gill*, 941 F.3d at 511 (quoting *Iqbal*, 556 U.S. at 678); *see also Jackson*, 372 F.3d at 1262 (explaining that "conclusory allegations, unwarranted deductions of fact or legal conclusions masquerading as facts will not prevent dismissal"). Rather, the well-pleaded allegations must nudge the claim "across the line from conceivable to plausible." *Twombly*, 550 U.S. at (2007). A plaintiff must allege "sufficient factual matter" to "state a claim to relief that is plausible on its face." *Id.*

C. Claims Against Centurion

(1) Count 1: Claim Under 42 U.S.C. § 1983

Plaintiffs assert a claim against Centurion for violation of 42 U.S.C. § 1983 for having a policy or practice of routinely denying medical care and access to medical care to prisoners like Dettman. (ECF No. 12 ¶ 58.) However, because Plaintiffs fail to adequately identify a policy, custom, or practice that acted as the "moving force" for the purported constitutional violation, this count is due to be dismissed.

The Eighth Amendment protects inmates from "deliberate indifference to serious medical needs." *Estelle v. Gamble*, 429 U.S. 97, 104 (1976). Medical treatment violates the Constitution only when it is "so grossly incompetent, inadequate, or excessive as to shock the conscience or to

be intolerable to fundamental fairness." *Rogers v. Evans*, 792 F.2d 1052, 1058 (11th Cir. 1986) (citation omitted). *Nam Dang, by and through Vina Dang v. Sheriff, Seminole Cty. Fla.*, 871 F.3d 1272, 1280 (11th Cir. 2017) (also referencing the requirement of proof of more than mere negligence, not gross negligence). These prohibitions can be enforced pursuant to § 1983. *Salvato v. Miley*, 790 F.3d 1286, 1295 (11th Cir. 2015).

Private contractors who provide medical care for prisons act under the color of state law for the purposes of § 1983. *Ancata v. Prison Health Servs., Inc.*, 769 F.2d 700, 703 (11th Cir. 1985) (citations omitted). However, a medical contractor cannot be liable under theories of respondeat superior or vicarious liability. *Monell v. Dep't of Soc. Serv.*, 436 U.S. 658, 691 (1978) ("Congress did not intend to create liability under § 1983 unless action pursuant to an official policy or custom caused a constitutional tort."); *see also Grech v. Clayton Cnty, Ga.*, 335 F.3d 1326, 1329 (11th Cir. 2003) (en banc) ("Liability under § 1983 may not be based on the doctrine of respondeat superior."); *and see Belcher v. City of Foley, Ala.*, 30 F.3d 1390, 1396 (11th Cir. 1994) ("Supervisory officials are not liable under section 1983 on the basis of respondeat superior or vicarious liability.").

Instead, a plaintiff may successfully state a section 1983 claim and show liability of a government entity "only where the [government entity] itself causes the constitutional violation at issue." *Cook ex. rel. Estate of Tessier v. Sheriff of Monroe Cty., Fla.*, 402 F.3d 1092, 1116 (11th Cir. 2005) (citations omitted). To establish that an official policy or custom of the government entity causes the constitutional violation, a plaintiff must show it was the "moving force" behind the alleged constitutional deprivation. *See Monell* 436 U.S. at 693–94. Thus, in order for a plaintiff to successfully raise a section 1983 claim against a correctional medical provider, such as Centurion, he must allege that his constitutional rights were violated, that the corporate entity had

a custom or policy that constituted deliberate indifference to that particular constitutional right, and the policy or custom caused the constitutional violation. *McDowell v. Brown*, 392 F.3d 1283, 1289 (11th Cir. 2004) (citation omitted).

A custom is an act "that has not been formally approved by an appropriate decisionmaker," but that is "so widespread as to have the force of law." *Bd. of Cty. Comm'rs of Bryan Cty., Okla. v. Brown,* 520 U.S. 397, 404 (1997) (citation omitted). The Eleventh Circuit defines "custom" as "a practice that is so settled and permanent that it takes on the force of law" or a "persistent and wide-spread practice." *Sewell v. Town of Lake Hamilton*, 117 F.3d 488, 489 (11th Cir. 1997). It is also a requirement that, "[t]o hold the [government entity] liable, there must be 'a direct causal link between [its] policy or custom and the alleged constitutional deprivation.'" *Snow ex rel. Snow v. City of Citronelle*, 420 F.3d 1262, 1271 (11th Cir. 2005) (quotation omitted).

To prevail here, Plaintiffs must reasonably plead that Centurion had an official custom or policy of deliberate indifference or an unofficial custom or practice related to the treatment of C. diff. that constituted the moving force behind the alleged constitutional violation. Instead, Plaintiffs have not done so: they fail to identify such a policy, custom, or practice of deliberate indifference that constituted the moving force behind the alleged constitutional violation. Plaintiffs' bare allegations on this point is that "[Centurion] maintained policies and practices pursuant to which prisoners like Mr. Dettmann with serious medical needs were routinely denied medical care and access to medical care" (ECF No. 12 ¶ 58), a boilerplate and conclusory phrase, devoid of any factual development, which is so broad as to be virtually meaningless.[5] Even if Plaintiffs had sufficiently identified such a custom or policy, they fail to show—in a non-

[5] Plaintiffs continue by stating, in a conclusory fashion, that Centurion has policies and practices of providing "unconstitutionally inadequate healthcare" and listing broad statements of purported deficiencies without any factual tether. (ECF No. 12 ¶ 59.)

conclusory manner (ECF No. 12 ¶ 60)—that such a custom or policy was the "moving force" behind the purported constitutional violation. *See Morgan v. Tucker*, 3:13-CV-81-J-34PDB, 2016 WL 1089994, at *6 (M.D. Fla. Mar. 21, 2016) (holding plaintiff's boilerplate and conclusory allegations fail to state a § 1983 claim and fail to show that such a custom or policy was the moving force behind the violation). *Cf. Fields v. Corizon Health, Inc.*, 490 Fed. Appx. 174, 182 (11th Cir. 2012) (per curiam) (Plaintiff alleging the defendant had a custom or policy of not sending inmates with paralysis to the hospital, unless near death).

Because Plaintiffs fail to establish Centurion had a policy, custom, or practice leading to the purported constitutional violation in this case, Plaintiffs fail to state a claim under 42 U.S.C. § 1983. For this reason, Centurion respectfully requests the Court dismiss Count 1.

(2) Count 38: Respondeat Superior Claim

In Count 38, Plaintiffs assert Centurion should be held liable "for the actions of its employees acting within the scope of their employment under state law" and "should additionally be held liable" under § 1983 "for the conduct of its employees and agents acting within the scope of their employment. (ECF No. 12 ¶ 178.) However, Plaintiffs fail to adequately state a claim on either of these grounds.

Because Centurion adequately addressed the inapplicability of respondeat superior to § 1983 claims in Section II(C)(1), *supra*, Centurion will not repeat those arguments here. *See Hatten v. Prison Health Services*, 2006 WL 4792785, at *5 (M.D. Fla., Sept. 13, 2006) ("§ 1983 claims predicated on respondeat superior theories have been uniformly rejected").

Turning to Plaintiffs' argument that Centurion is liable for the actions of its employees under state law, that claim also fails.[6] As a determinative point, as discussed in Section II(E), *infra*,

[6] Plaintiffs do not directly state that they are arguing Centurion is responsible for its employees'

Plaintiffs fail to adequately state a claim for intentional inflection of emotional distress against the individual Centurion Defendants; therefore their claim against Centurion necessarily fails. *Doe v. St. John's Episcopal Parish Day Sch., Inc.*, 997 F.Supp. 2d 1279, 1287 (M.D. Fla. 2014) ("Under a theory of respondeat superior, the employer is not liable if the employee is not liable.") (citations omitted). However, even assuming Plaintiffs adequately state a claim against the individuals, their claim for respondeat superior liability against Centurion fails.

In Florida, for an employer to be liable for the intentional tort of its employees or agents under a theory of respondeat superior, the alleged wrongs must be committed within the scope of the business. *Dieas v. Asso. Loan Co.*, 99 So.2d 279, 281 (Fla. 1957); *see Perez v. Zazo*, 498 So.2d 463, 465 (Fla. 3d DCA 1986) ("It is entirely clear that responsibility for the intentional wrongful acts of a servant-employee may be visited upon his master-employer under the doctrine of respondeat superior only when that conduct in some way furthers the interests of the master or is at least motivated by a purpose to serve those interests, rather than the employee's own.") To determine if the conduct at issue is within the scope of the employment or agency under Florida, law, a court must determine if "1) the conduct is of the kind [the employee or agent] was employed to perform; 2) the conduct occurs substantially within the time and space limits authorized or required by the work to be performed, and 3) the conduct is activated at least in part by a purpose to serve the master." *Iglesia Cristiana La Casa Del Senor, Inc. v. L.M.,* 783 So.2d 353, 357 (Fla. 3d DCA 2001) (citing *Sussman v. Florida E. Coast Props., Inc.,* 557 So.2d 74, 75–76 (Fla. 3d DCA 1990)).

In the First Amended Complaint, Plaintiffs make no substantive allegations, either in the

---

or agents' torts of intentional infliction of emotional distress (ECF No. 12 ¶ 177), but that is the only state law claim against the individual Centurion Defendants advanced by Plaintiffs. (ECF No. 12 ¶¶ 169–174.)

respondeat superior count against Centurion (ECF No. 12 ¶¶ 175–178) or in the incorporated paragraphs (ECF No. 12 ¶¶ 1–55), related to any purported intentional infliction of emotional distress or meeting the elements of respondeat superior liability. *See Iglesia Cristiana*, 783 So.2d at 357. Accordingly, Count 38 fails to meet even the minimal pleading requirements in Fed. R. Civ. P. 8(a), *Jackson*, 372 F.3d at 1262–63, and constitute nothing more than an "unadorned, the-defendant-unlawfully-harmed-me accusation." *Iqbal*, 556 U.S. at 678. For this reason, Count 38 should be dismissed for failure to state a claim.

(3) Count 39: Wrongful Death Claim

In Count 39, Plaintiffs assert a wrongful death claim against Centurion pursuant to Section 768.19, Fla. Stat. Because Plaintiffs failed to comply with the pre-suit notice provisions required of medical negligence actions prior to filing this action, which operate as conditions precedent to this claim, this count should be dismissed.

The Wrongful Death Act is set forth in Section 768.19, Fla. Stat., which states that "when a death of a person is caused by the wrongful act [or] negligence . . . of any person" and the act or negligence "would have entitled the person injured to maintain an action and recover damages if death had not ensued," then the purported wrongdoer "shall be liable for damages . . . notwithstanding the death of the person injured . . . ." A wrongful death claim is derivative of a personal injury to the decedent: A wrongful death action "is predicated on" the wrongful act or negligence committed by the defendant, which transforms a personal injury claim into a wrongful death claim. *Laizure v. Avante at Leesburg, Inc.*, 109 So.3d 752, 756–57 (Fla. 2013). "Consequently, courts generally agree that wrongful death claims are derivative in nature, at least in the sense that they are dependent on a wrong committed against the decedent. *Id*. at 757; *see also Gaboury v. Flagler Hosp., Inc.*, 316 So.2d 642, 644 (Fla. 4th DCA 1975) (holding that a

wrongful death claim should be "governed by the same general principles of practice as it would have been had the injured person not died and was suing to recover damages for the wrongful act").

Here, the gravamen of this claim is the underlying medical treatment provided to Dettman: "Defendant Centurion breached a duty of reasonable care in failing to provide medical care to Mr. Dettmann while Mr. Dettmann was incarcerated at RMC." (ECF No. 12 ¶ 181; *see generally* ¶¶ 1–55.) Had Dettman not passed, his claims, if any, would have sounded in medical negligence. Accordingly, because Plaintiffs' wrongful death claim is derivative of any potential medical negligence claims Dettman could have brought against Centurion, Plaintiffs are required to comply with the pre-suit notice statues under Florida law. *See* Section 766.106(1)(a), Fla. Stat. (stating "'claim for medical negligence' or 'claim for medical malpractice' means a claim, arising out of the rendering of, or the failure to render, medical care or services"); *see also J.B. v. Sacred Heart Hosp. of Pensacola*, 635 So. 2d 945, 949 (Fla. 1994) (holding Chapter 766's "notice and presuit screening requirements apply to claims that 'arise out of the rendering of, or the failure to render, medical care or services'"); *Kural v. Mekras*, 679 So. 2d 278, 280 (Fla. 1996) (holding Chapter 766 sets forth a presuit investigation procedure that a claimant "must follow before a medical negligence claim may be brought in court").

The pre-suit notice requirements are set forth in Section 766.106, *et seq.*, Fla. Stat. Section 766.106(2)(a) states, "After completion of pre-suit investigation pursuant to s. 766.203(2) and *prior to filing a complaint for medical negligence*, a claimant shall notify each prospective defendant . . . of intent to initiate litigation for medical negligence" (emphasis added). Section 766.106(3)(a) provides that, following service of the pre-suit notice, "No suit may be filed for a period of 90 days after notice is mailed to any prospective defendant." Further, Section 766.106(7)

states, "Failure to cooperate on the part of any party during the presuit investigation may be grounds to strike any claim made, or defense raised, by such party in suit." *See Univ. of Miami v. Wilson*, 948 So.2d 774, 776 (Fla. 3d DCA 2006) ("Timely written notice of intent to initiate litigation is a condition precedent to maintaining a medical malpractice action."). These pre-suit notice provisions are strictly construed. *Patino v. Einhorn*, 670 So.2d 1179, 1179 (Fla. 3d DCA 1996) (holding the pre-suit notice provisions "are limitations on Article I, Section 21 of the Florida Constitution, and therefore should be strictly construed").

Here, as noted in Section I(B), *supra*, Plaintiffs served their pre-suit notice (Ex. A) contemporaneously with the filing of this complaint and did not wait the minimum 90 days. (ECF No. 1.) Accordingly, Plaintiffs failed to comply with the pre-suit notice requirements. These requirements being strictly construed, Count 39 should be dismissed. *See S. Neurosurgical Associates, P.A. v. Fine*, 591 So. 2d 252, 254–55 (Fla. 4th DCA 1991) (holding that where "the required presuit notice is served simultaneously with the filing of the complaint, the complaint is subject to dismissal").

(4) Sovereign Immunity

Additionally, Plaintiffs' state law respondeat superior and wrongful death claims against Centurion fail under the doctrine sovereign immunity. Florida law affords entities like Centurion certain sovereign immunity and limitations with respect to tort claims brought against them. *See* § 768.28(5), Fla. Stat. Specifically, Florida courts have extended Section 768.28 immunity to private companies where there is a sufficient degree of control retained or exercised by the state entity. *See Bean v. Univ. of Miami*, 252 So. 3d 810, 816 (Fla. Dist. Ct. App. 2018) (collecting cases), *writ denied sub nom. Vallecillo v. Univ. of Miami*, No. SC18-1432, 2018 WL 6418570 (Fla. Dec. 5, 2018), and *review denied*, No. SC18-1476, 2019 WL 1498810 (Fla. Apr. 5, 2019). Among

the rights and limitations is that no "officer, employee, or agent of the state or of any of its subdivisions shall be held personally liable in tort or named as a party defendant in any action for any injury or damage suffered as a result of any act, event, or omission of action in the scope of his employment or function" unless those agents "acted in bad faith or with malicious purpose or in a manner exhibiting wanton and willful disregard of human rights, safety, or property." Section 768.28(9)(a), Fla. Stat. Health care contractors for FDOC are explicitly included as agents of FDOC and the State of Florida for sovereign immunity purposes, while acting "within the scope of and pursuant to guidelines established in said contract . . . ." Section 768.28(10)(b), Fla. Stat. This section addresses the legislature's public policy concerns about the potential liability of health care providers like Centurion. *See e.g. Mingo v. ARA Health Services, Inc.*, 638 So. 2d 85, 86 (Fla. 2d DCA 1994) (stating the "legislature found it necessary to create state agency status of such health care providers by specific statutory enactment"). Instead, the exclusive remedy is by again against the governmental entity, the head of the entity, or the constitutional officer deemed the employer of the head of the entity. Section 768.28(9)(a), Fla. Stat.

As alleged by Plaintiffs, Centurion provided health care to inmates, including Dettman, at RMC. (ECF No. 12 ¶ 3.) The language of the statute is clear: Centurion and the Centurion Defendants are agents of FDOC and thus immune from suit on the showing of two elements: (1) a contractual agreement that Centurion is considered an agent, and (2) Centurion's employees were acting within the course and scope of that contract and have not acted in bad faith, with malicious purpose, or while exhibiting wanton and willful disregard. Section VII (I) of the contract meets the first element.[7] (*See* Exhibit C, Centurion Contract with FDOC at 107.) Centurion has

[7] The Court may consider Centurion's contract with FDOC for the purposes of this Motion to Dismiss because it is referred to in the First Amended Complaint and is central to Plaintiff' claims. *See e.g. Horn v. Volusia Cty.*, 2008 WL 977179, at *3 (M.D. Fla. Apr. 9, 2008) (relying on medical

contractually agreed to act as an agent for FDOC to provide health care services to inmates housed in FDOC facilities. *Id.* ("In the Contractor's performance of its duties and responsibilities under this Contract, the Contractor shall, at all times, act and perform as an agent of the Department"). The second element is also satisfied: Plaintiffs seek to hold Centurion liable for the medical care provided by Centurion Providers within the course and scope of Centurion's contract with FDOC. Further, Plaintiffs do not plead that Centurion or Centurion Providers acted in bad faith, with malicious purpose, or while exhibiting wanton and willful disregard. Accordingly, Plaintiff's state law claims are barred by Centurion's sovereign immunity.

D. 42 U.S.C. § 1983 Claims Against Individual Centurion Defendants

(1) Counts 2–6, 8–10, 12–15, 17, 19–29: Failure to State a Claim

In these counts, Plaintiffs assert § 1983 claims related to Dettman's medical care against each of the individual Centurion Defendants. Because the First Amended Complaint fails to state a cause of action under § 1983, these claims should be dismissed.

As noted, the Eighth Amendment protects inmates from "deliberate indifference to serious medical needs." *Estelle*, 429 U.S. 97, 104 (1976). Medical treatment violates the Constitution only when it is "so grossly incompetent, inadequate, or excessive as to shock the conscience or to be intolerable to fundamental fairness." *Rogers,* 792 F.2d at 1058 (citation omitted).

To state a claim of unconstitutionally inadequate medical treatment, a prisoner must establish "an objectively serious [medical] need, an objectively insufficient response to that need, subjective awareness of facts signaling the need, and an actual inference of required action from those facts." *Taylor v. Adams*, 221 F.3d 1254, 1258 (11th Cir. 2000). *Kuhne v. Fla. Dep't of Corr.*,

---

contractor's contract with department of corrections on contractor's motion to dismiss in finding medical contractor was entitled to immunity under Section 768.28(9)) (citing *Brooks v. BCBS of Fla.*, 116 F. 3d 1364, 1369 (11th Cir. 1997)).

745 F.3d 1091, 1094 (11th Cir. 2014). "A serious medical need is 'one that has been diagnosed by a physician as mandating treatment or one that is so obvious that even a lay person would easily recognize the necessity for a doctor's attention.' In the alternative, a serious medical need is determined by whether a delay in treating the need worsens the condition." *Mann v. Taser Int'l, Inc.*, 588 F.3d 1291, 1307 (11th Cir. 2009) (quoting *Hill v. Dekalb Reg'l Youth Det. Ctr.*, 40 F.3d 1176, 1187 (11th Cir. 1994)). To demonstrate deliberate indifference to serious medical needs, a plaintiff must satisfy both an objective and a subjective inquiry. *See Brown v. Johnson*, 387 F.3d 1344, 1351 (11th Cir. 2004) (citation omitted). For the objective component, a plaintiff must show that he had a serious medical need. *Goebert v. Lee Cty.*, 510 F.3d 1312, 1326 (11th Cir. 2007). Next, for the subjective component, he must adequately present an allegation "that the prison official, at a minimum, acted with a state of mind that constituted deliberate indifference." *Richardson*, 598 F.3d at 737.

However, medical treatment violates the Constitution only when it is "so grossly incompetent, inadequate, or excessive as to shock the conscience or to be intolerable to fundamental fairness." *Rogers,* 792 F.2d at 1058 (citation omitted). Further, matters of professional judgment do not constitute deliberate indifference. *Estelle*, 429 U.S. at 107–08. Additionally, even if the treatment provided could be considered less or even medical malpractice, "[a]ccidents, mistakes, negligence, and medical malpractice are not 'constitutional violation[s] merely because the victim is a prisoner.'" *Harris v. Coweta Cty.*, 21 F.3d 388, 393 (11th Cir. 1994) (citing *Estelle*, 429 U.S. at 106); *see also Estelle*, 429 U.S. at 106 (holding "a complaint that a physician has been negligent in diagnosing or treating a medical condition does not state a valid claim of medical mistreatment under the Eighth Amendment"); and *see Hamm v. DeKalb County*,

774 F.2d 1567, 1575 (11th Cir. 1985) ("Although [the inmate] may have desired different modes of treatment, the care in the jail did not amount to deliberate indifference.").

As to the individual Centurion Defendants, Plaintiffs fail to state a claim for deliberate indifference. At the outset, Centurion Defendants note Plaintiffs fail to mention the following providers *at all* in the allegations (¶¶ 1–55): Nielson, Adkins, Richardson, Mason, Moody, Roth, Roberts, Smith, Hawkins, Renelus, Cruz, and Jackson. Plaintiffs do not levy any allegations against these Centurion Providers by name or identify any factual circumstances underlying the claims against them.[8] Plaintiffs fail to identify any wrongs purportedly committed by these Centurion Providers and fail to establish causation between the act of any of these Centurion Providers to Dettman's injuries. The allegations against these Centurion Providers wholly fail to meet even the minimum pleading standard. *Jackson*, 372 F.3d at 1262–63.[9]

As to the remaining Centurion Providers (Dr. Sharma, Dr. Gonzalez, Dr. Rodriguez, Dr. Pedroza, and Nurses Quintino, McCarter, and Morton), Plaintiffs likewise fail to allege sufficient facts to state a plausible claim for deliberate indifference.[10]

- Nurse Quintino is mentioned only once and is alleged to have received a complaint from Dettman. (ECF No. 12 ¶ 25.) He is not mentioned again.

- Dr. Gonzalez is mentioned several times. (ECF No. 12 ¶¶ 26, 27, 30, 31, 39, 41.) In these paragraphs, Dr. Gonzalez is alleged to have received complaints from Dettman and provided treatment, including ordering several different medications and I/V fluids, and referring him to a specialist.

[8] Counts 8–10, 12–14, 17, 19–22, 24, 26–27 apply to these Centurion Providers.

[9] Plaintiffs do reference several actions by unidentified "Nursing Defendants" but likewise fail to identify which individual Centurion Providers committed the acts of these "Nursing Defendants." Additionally, it is not evidence if this term refers to the same set of Centurion Providers or some shifting set of providers. (ECF No. 12 ¶¶ 14, 27, 31.)

[10] Counts 2–6, 15, and 23 apply to these Centurion Providers.

- Dr. Rodriguez is alleged to have seen Dettman on merely two occasions. Plaintiffs assert he "did nothing." (ECF No. 12 ¶¶ 32, 33, 38.)

- Dr. Pedroza is mentioned in a single paragraph, in which he is alleged to have ordered a diet change and referred Dettman to his primary care physician. (ECF No. 12 ¶ 34.)

- Nurse McCarter is alleged to have seen Dettman on a single occasion. Plaintiffs assert she also "did nothing." (ECF No. 12 ¶ 37.)

- Dr. Sharma is also mentioned only two times, and he referred Dettman to a specialist. (ECF No. 12 ¶¶ 41, 54.)

- Nurse Morton provided care to Dettman on a single occasion, in which she referenced the appropriate protocol and referred him for a mental health evaluation. Nurse Mahoney did not treat Dettman but signed-off on this referral. (ECF No. 12 ¶¶ 42–43.)

In these basic allegations, at a minimum, Plaintiffs fail to meet the subjective component of the deliberate indifference analysis by failing to assert that any of these providers "acted with a state of mind that constituted deliberate indifference." *Richardson*, 598 F.3d 737. Additionally, on its face, the First Amended Complaint does not plead that the medical treatment was "so grossly incompetent, inadequate, or excessive as to shock the conscience or to be intolerable to fundamental fairness." *Rogers*, 792 F.2d 1058. Additionally, Plaintiffs fail to plead a factual causal connection between the individual actions of these individual providers and Dettman's injuries. Accordingly, Plaintiffs fail to adequately plead an Eighth Amendment violation. Finally, based on the allegations, the treatment provided could merely be considered medical malpractice, at most. *Harris*, 21 F.3d at 393 ("Accidents, mistakes, negligence and medical malpractice are not 'constitutional violations merely because the victim is a prisoner.'").

Finally, Plaintiffs assert § 1983 claims against two administrative Centurion Defendants, Priscilla Roberts and Tamara Taylor for purportedly refusing to ensure Dettman received proper

medical care.[11] Neither Roberts nor Taylor are medical providers. These Defendants' interactions are limited to receiving complaints from McCrimmon in a non-provider context. (ECF No. 12 ¶¶ 46, 49, 53.) Plaintiffs do not plead either of these Centurion Defendants could have provided different care than that which was provided. Additionally, Plaintiffs do not plead facts establishing any causal connection between their actions or omissions and Dettman's injuries. For this reason, these claims fail to state a claim and should be dismissed.

(2) Qualified Immunity

Each of the individual Centurion Defendants—who are sued in their individual capacities—is entitled to dismissal based on qualified immunity. Qualified immunity offers complete protection for officials sued in their individual capacities acting within their discretionary authority if their conduct "does not violate clearly established statutory or constitutional rights of which a reasonable person would have known." *Harlow v. Fitzgerald,* 457 U.S. 800, 818, (1982). Unless the plaintiff's allegations state a claim of violation of clearly established law, a defendant pleading qualified immunity is entitled to dismissal before the commencement of discovery. *Nichols v. Maynard*, 204 Fed. Appx. 826, 828 (11th Cir. 2006) (*citing*, *Marsh v. Butler County*, 268 F.3d 1014, 1022 (11th Cir. 2001) (internal citation omitted). Without such allegations, the district court should grant qualified immunity at the motion to dismiss stage. *Id. (citing Gonzalez v. Reno,* 325 F.3d 1228, 1233 (11th Cir. 2003)). Here, Plaintiffs fail to state a claim for a violation of clearly established constitutional right and fail to state adequate claims for deliberate indifference. Accordingly, these claims are due to be dismissed with prejudice based on qualified immunity.

[11] Counts 28 and 29.

E. Intentional Infliction of Emotional Distress Claims Against Individual Centurion Defendants

Finally, in Count 37, Plaintiffs assert a single state law intentional infliction of emotional distress claim against the individual Centurion Defendants and other non-Centurion providers. Because this allegation fails to state an adequate claim for intentional infliction of emotional distress, dismissal of this count is appropriate.

Under Florida law, to state a claim for intentional infliction of emotional distress, a plaintiff must establish four elements: (1) extreme and outrageous conduct; (2) an intent to cause, or reckless disregard to the probability of causing, emotional distress; (3) severe emotional distress suffered by the plaintiff; and (4) that the conduct complained of caused the plaintiff's severe emotional distress. *Hart v. United States,* 894 F.2d 1539, 1548 (11th Cir.). "'Outrageous' conduct is defined as that which goes beyond all possible bounds of decency and is intolerable in a civilized community." *Blount v. Sterling Healthcare Group, Inc.*, 934 F. Supp. 1365, 1370 (S.D. Fla. 1996). Further, "[l]iability has been found only where the conduct has been so outrageous in character, and so extreme in degree, as to go beyond all possible bounds of decency, and to be regarded as atrocious, and utterly intolerable in a civilized community." Metropolitan Life Ins. Co. v. McCarson, 467 So.2d 277, 278–79 (Fla. 1985).

Here, Plaintiffs attempt to take their allegations of inadequate medical care and transform them, without additional factual support, into an intentional infliction of emotional distress claim. Plaintiffs assert that by denying Dettman "medical evaluation or treatment, or access to medical evaluation or treatment," the individual Centurion Defendants "engaged in extreme and outrageous conduct." (ECF No. 12 ¶ 170.) Additionally, Plaintiffs assert the individual Centurion Defendants' actions are "rooted in an abuse of power or authority" (ECF No. 12 ¶ 171), were "undertaken with intent or knowledge that there was a high probability that the conduct would inflict severe

emotional distress" (ECF No. 12 ¶ 172), and were "undertaken intentionally, with malic, and/or with reckless indifference" to Dettman's rights (ECF No. 12 ¶ 173). However, each of these statements constitutes a bare legal conclusion, without any factual support. Count 37 incorporates by reference paragraphs 1–55, but a review of those allegations, even with the appropriate deference at the motion to dismiss stage, does not reveal any support for the intentional infliction of emotional distress claim. The allegations do not set forth any specific actions of any of the individual Centurion Defendants, nor do they establish a causal connection between any acts and Dettman's injuries. Accordingly, Plaintiffs fail to state a claim, and this Count 37 should be dismissed.

Additionally, Centurion Defendants note Count 37 is substantively like the intentional infliction of emotional distress claim found in the original Complaint. (ECF No. 1, Count IV.) The Court struck the original Complaint, finding the Plaintiffs impermissibly lumped "all Defendants together without specifically alleging the allegations pertinent to each individual Defendant," which was "altogether unacceptable." (ECF No. 10 at 2–3.) In striking the Complaint, the Court ordered Plaintiffs to refile an amended complaint complying with its directives. (ECF No. 10 at 3–4.) Though Plaintiffs filed the First Amended Complaint, Count 37, as substantively similar to the count stricken, contains the same deficiencies the Court previously identified. For that reason, Centurion Defendants request the Court dismiss Count 37.[12]

[12] These individual Centurion Defendants are likewise shielded by the doctrine of sovereign immunity, as set forth in Section II(C)(4), *supra*. Centurion Defendants incorporate those arguments here and respectfully request the state law intentional infliction of emotional distress claims be dismissed under the doctrine of sovereign immunity.

III. CONCLUSION

For the foregoing reasons, Centurion Defendants respectfully request the Court dismiss Counts 1–6, 8–10, 12–15, 17, 19–29, and 37–39 against them.

Dated: June 23, 2020.

Respectfully submitted,

/s/ Eliot B. Peace

Brian A. Wahl (FBN 95777)
BRADLEY ARANT BOULT CUMMINGS LLP
1819 5th Avenue N.
Birmingham, AL 35203
Tel: (205) 521-8800
bwahl@bradley.com

Eliot B. Peace (FBN 124805)
BRADLEY ARANT BOULT CUMMINGS LLP
100 North Tampa Street, Suite 2200
Tampa, Florida 33602
Tel: (813) 559-5500
epeace@bradley.com

Counsel for Defendants Centurion of Florida, LLC, Rakesh Sharma, Marinette Gonzalez Morales, David Rodriguez, Gerardo Pedroza, John Quintino, Cayman Smith, Luz Cruz, Kimberly Nielson, Linda Roberts, Alex Renelus, Kayla McCarter, Tanesha Adkins, Shenka Jackson, Nikki Richardson, April Mason, Elizabeth Morton, Clarissa Moody, Tabitha Mahoney, Michael Roth, Ashley Harvey n/k/a Ashley Hawkins, Priscilla Roberts, Tamara Taylor

Local Rule 3.01(g) Certification

Pursuant to Local Rule 3.01(g), counsel for Centurion Defendants was not required to confer with opposing counsel prior to the filing of this motion.

/s/ Eliot B. Peace

Counsel for Centurion Defendants

CERTIFICATE OF SERVICE

I hereby certify that on June 23, 2020, I electronically filed the foregoing with the Clerk of the Court using the CM/ECF system, which will send notification to all counsel of record, as follows:

Jesse B. Wilkison, Esq.
SHEPPARD, WHITE, KACHERGUS & DEMAGGIO, P.A.
215 N. Washington Street
Jacksonville, FL 32202
sheplaw@sheppardwhite.com
Counsel for Plaintiff

Arthur R. Loevy, Esq.
Sarah C. Grady, Esq.
Stephen H. Weil, Esq.
LOEVY & LOEVY
311 N. Aberdeen Street, 3rd Floor
Chicago, IL 60607
sarah@loevy.com
arthur@loevy.com
weil@loevy.com
Co-Counsel for Plaintiff

Barry A. Postman, Esq.
COLE, SCOTT & KISSANE, P.A.
Esperante Building
222 Lakeview Avenue, Suite 120
West Palm Beach, FL 33401
barry.postman@csklegal.com
Counsel for Sharon Cooper

Michael L. Glass, Esq.
Christine N. Gargano, Esq.
STONE, GLASS & CONNOLLY, LLP
3020 Hartley Road, Suite 250
Jacksonville, FL 32257
mglass@sgc-attorneys.com
pleadings@sgc-attorneys.com
thumphrey@sgc-attorneys.com
Counsel for Julies Jones, Erich Hummel, Thomas Reimers, Timothy Whalen, David Allen

Niels P. Murphy, Esq,
Jordan M. Janoski, Esq.
MURPHY & ANDERSON, P.A.
1501 San Marco Boulevard
Jacksonville, FL 32207
nmurphy@murphyandersonlaw.com
scassidy@murphyandersonlaw.com
jjanoski@murphyandersonlaw.com
gherman@murphyandersonlaw.com
Counsel for Lois Brown, Lorie Swanson and Barbara Purvis

/s/ Eliot B. Peace
Counsel for Defendants Centurion of Florida, LLC, Rakesh Sharma, Marinette Gonzalez Morales, David Rodriguez, Gerardo Pedroza, John Quintino, Cayman Smith, Luz Cruz, Kimberly Nielson, Linda Roberts, Alex Renelus, Kayla McCarter, Tanesha Adkins, Shenka Jackson, Nikki Richardson, April Mason, Elizabeth Morton, Clarissa Moody, Tabitha Mahoney, Michael Roth, Ashley Harvey n/k/a Ashley Hawkins, Priscilla Roberts, Tamara Taylor

EXHIBIT A

SHEPPARD, WHITE, KACHERGUS & DEMAGGIO, P.A.
Attorneys & Counselors at Law

215 WASHINGTON STREET
JACKSONVILLE, FLORIDA 32202

WM. J. SHEPPARD
Board Certified Criminal Trial Lawyer

MATTHEW R. KACHERGUS

BRYAN E. DEMAGGIO

904/356-9661
Telefax 904/356-9667
email: sheplaw@sheppardwhite.com

ELIZABETH L. WHITE
Also admitted to the Oregon Bar

JESSE B. WILKISON

CAMILLE E. SHEPPARD

January 16, 2020

Via: United States Certified Mail, Return Receipt Requested

Centurion of Florida, LLC; Centurion Managed
Care of Florida, LLC; Centurion, LLC;
MHM Services, Inc.; Centene Corporation
Ruth Feltner; Tamara Taylor
7700 Forsyth Blvd.
St. Louis, MO 63105

Robert E. Smith Jr.; Dr. Rakesh Sharma; Priscilla Roberts;
Dr. Marinette Gonzalez; Dr. David Rodriguez
Dr. G. Pedroza; J. Quinto' L. Swanson, LPN, C.S.
Nurse L.C.; K. Nielson; L. Brown; L. Roberts; Nurse
Jane Doe Johnson Nurse C. Smith; K. McCarter;
S. Cooper, T. Adkins, B. Purvis; S. Jackson, LPN A.R.;
Nikki Richardson; A. Mason; E. Morton; C. Moody; T. Mahoney;
M. Roth; L. Swanson; A. Harvey; S. Jackson
7765 S. Cr. 231
Lake Butler FL, 32054

Julie Jones; Erich Hummel; Bryant
Goodwin; Thomas Reimers; Timothy Whalen;
David Allen; Maurice Radford
Florida Department of Corrections
501 South Calhoun Street
Tallahassee, FL 32399-2500

Re: Curtis Dettmann – Notice of Intent

To All Concerned:

Sarah McCrimmon, personal representative of the Estate of Curtis Dettmann, who resides at 2442 Ambrosia Drive, Middleburg, Florida, hereby notifies you, pursuant to Section 766.106 and 768.28, Florida Statutes, of her intent to initiate litigation against you for medical malpractice. To the extent currently known to Ms. McCrimmon, the following health care providers, are prospective defendants, Florida Department of Corrections, Centurion of Florida, LLC; Managed Care of Florida, LLC; MHM Services, Inc.; Centene Corporation; Rakesh Sharma; Marinette Gonzalez; David Rodriguez; G. Pedroza; J. Quintino; L. Swanson; LPN C.S.; Nurse L.C.; K. Nielson; L. Brown; L. Roberts; Nurse [illegible];C. Smith; K. McCarter; S. Cooper; T. Adkins; B. Purvis; S. Jackson; LPN A.R. Nikki Richardson; A. Mason; E. Morton; C. Moody; T. Mahoney; T. Mahoney; M. Roth; L. Swanson; A. Harvey; S. Jackson Priscilla Roberts; Robert E. Smith, Jr.; Julie Jones; Erich Hummel; Curtis "Bryant" Goodwin; Thomas Reimers; Timothy Whalen; David Allen; and Maurice Radford. The individuals whose full names are not listed are derived from Mr. Dettmann's RMC medical records who provided care to him in January 2018.

The claim for medical malpractice is based on providing inadequate medical care to Curtis Dettmann while in the custody of the Florida Department of Corrections. The inadequate care rendered includes, but is not limited to, failure to identify and treat Mr. Dettmann's C. Diff infection following a routine operation at Memorial Hospital Jacksonville. The foregoing description of the prospective defendants' negligence is not exhaustive but is merely intended to comply with the statutory and rule notice requirements. We reserve the right to include any and all allegations of negligence that may be revealed during pre-suit discovery or during litigation.

A more extensive discussion of the prospective defendants' negligence, as well as corroboration of reasonable grounds to initiate medical negligence litigation, is provided by the enclosed verified expert opinion report of Dr. Car Maier. Dr. Ellen Murray has also rendered an opinion finding medical negligence, which will be forwarded upon receipt. Their expert opinion letters are by reference incorporated into this notice of intent to initiate litigation. Copies of the records that were reviewed by the experts are submitted herewith. Also attached is a list of all known health care providers seen by the claimant for the injuries complained of subsequent to the alleged act of negligence, and a list of all known health care providers during the 2-year period prior to the alleged act of negligence who treated or evaluated the claimant.

Pursuant to Section 627.4137, Florida Statutes, please immediately provide the name and limits of any liability insurance coverage that may be applicable to the claims herein. In addition, as provided by Section 627.4137, Florida Statutes, you are required to forward to each known insurer our request for the following information, which must be furnished within 30 days from the date hereof, in a statement under oath of a corporate officer or the insurer's claim manager or superintendent: (a) the name of the insurer; (b) the name of the insured; (c) the limits of the liability coverage; (d) a statement of any policy or coverage defense which such insurer reasonably believes available to such insurer; and (e) a copy of the policy. You are also requested to immediately furnish copies of any and all correspondence indicating any "reservation of rights" by any insurance carrier or any other correspondence reflecting any potential coverage defenses.

In addition, and in accordance with Chapter 766, Florida Statutes, and Rule 1.650, Fla.R Civ.P., you are required to immediately provide the following information:

1. Please state the date on which you contend the presuit period under Chapter 766, Florida Statutes, expires.

2. Please state the full name and date of birth, address, and social security number of all personnel participating in the care or treatment of Curtiss Dettmann during 2018.

3. State whether any of the prospective defendants or their agents or employees have made any statements in any form to any entity or person regarding any aspect of the medical treatment of Curtis Dettmann and if your answer is in the affirmative, please state the name and present address of each entity or person to whom the statement was made; and as to each such statement, state the date each statement was made, the form of each such statement, whether written or oral, by recording device or stenographer; whether such statement if written was signed; and the name and present address of each person presently having custody of each such statement.

4. Describe in detail how Mr. Dettmann's condition was diagnosed and treated, including all actions taken by the prospective defendants to identify and treat his malignant hypertension.

5. Describe in detail each act or omission on the part of Mr. Dettmann that you contend constituted negligence that was a contributing legal cause of the incident in question.

6. Do you contend that any person or entity other than the prospective defendants is, or may be, liable in whole or in part for the claims asserted in this notice? If so, state the full name and address of each such person or entity, the legal basis for your contention, the facts or evidence upon which your contention is based, and whether or not you have notified each such person or entity of your contention.

7. Were any prospective defendants charged with any violation of law, rule, or regulation arising out of the incident described in this notice? If so, what was the nature of the charge; what plea or answer, if any, did the prospective defendant(s) enter to the charge; what court or agency heard the charge; was any written report prepared by anyone regarding the charge, and if so, what is the name and address of the person or entity who prepared the reports; do you have a copy of the report; and was the testimony at any trial, hearing, or other proceeding on the charge recorded in any manner, and if so, what is the name and address of the person who recorded the testimony?

8. List the names and addresses of all persons who are believed or known by you, your agents or attorneys to have any knowledge considering any of the issues described in this notice and specify the subject matter about which the witness has knowledge.

9. Have you heard or do you know about any statement or remark made by or on behalf of any member of the Dettmann family, or by any prospective defendant other than yourself, concerning any issues described in this notice? If so, state the name and address of each person who made the statement or statements, the name and address of each person who heard it, and the date, time, place and substance of each statement.

10. Do you intend to rely upon any expert witnesses or corroborating expert reports, in the event you deny the claims set forth in this notice? If so, state as to each such witness the name and business address of the witness, the witness's qualifications as an expert, the subject matter upon which the witness is expected to testify, the substance of the facts and opinions to which the witness is expected to testify, and a summary of the grounds for each opinion.

11. Have you made any agreement with anyone that would limit that person or entity's liability to anyone for any of the damages set forth in this notice? If so, state the terms of the agreement and parties to it.

12. Please state if you have ever been a party, either plaintiff or defendant, in a lawsuit other than the present matter, and if so, state whether you were plaintiff or defendant, the nature of the action and date and court in which it was filed.

13. Please state whether any claim for medical malpractice has ever been made against you alleging facts relating to the same or similar subject matter as this notice, and if so, state as to each such claim the names of the parties, the claim number, the date of the alleged incident, the ultimate disposition of the claim, and the name of your attorney, if any.

14. If you believe or contend that this notice of intent and/or the verified opinion letter submitted herewith are defective in any way, or fail to satisfy any statutory rule requirement, then state in detail the basis of that belief or contention.

In addition, please provide the following documentary material within 20 days of receipt of this letter, as required by Rule 1.650(c)(2)(B), Fla.R.Civ.P.:

1. Any and all articles, literature, or other information obtained or viewed by the prospective defendants in conjunction with the treatment or care of Mr. Dettmann and any memorandum, notes or other written comments or communication in the respective defendant's possession, custody or control which were made at any time while Mr. Dettmann was in their care and which related to Mr. Dettmann's care, condition or treatment.

2. All liability insurance policies, including all attachments, endorsements, amendments and riders, including all "excess" or "umbrella" policies, providing coverage to the prospective defendants which may provide coverage for the claims set forth herein.

3. Any and all correspondence with the Dettmann family.

4. Any and all statements obtained from or reportedly made by any member of the Dettmann family.

5. Any and all contracts of employment and any and all correspondence or memorandum pertaining thereto, which were in effect with respect to any prospective defendants providing care to Mr. Dettmann during 2018.

6. A list of all medical malpractice claims which have been filed against the prospective defendants in the last 7 years, including the name and case number of all claims, the names of the claimants, and the names of the claimants' attorneys.

Your failure to provide any of the above information could seriously interfere with our ability to conduct a full investigation. Therefore, please ensure that your response to this request for information is complete and timely.

We encourage you to consult with your insurers and attorneys immediately in order to ensure compliance with Florida law. Any communications you wish to make to any member of the Dettmann family should be addressed to the undersigned counsel.

Please be governed accordingly.

Sincerely,

Jesse Wilkison

Enclosures

cc: Mark S. Inch (Letter Only)
Jimmy Patronis (Letter Only)

EXHIBIT B

CONTRACT #C2869

CONTRACT BETWEEN

THE FLORIDA DEPARTMENT OF CORRECTIONS

AND

CENTURION OF FLORIDA, LLC

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

WITNESSETH

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

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

Whereas, this Contract is entered into pursuant to Section 287.057(3)(e)5., Florida Statutes, which authorizes health services involving examination, diagnosis, treatment, prevention, medical consultation, or administration to be procured without receipt of sealed competitive bids or competitive sealed proposals; and Section 945.025(4), Florida Statutes, which provides that nothing contained in Chapter 287, Florida Statutes, shall be construed as requiring competitive bids for health services involving examination, diagnosis, or treatment; and funded in Line Item 737, General Appropriations Act, 2015; and

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

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

I. CONTRACT TERM AND RENEWAL

A. Contract Term

This Contract shall begin on February 1, 2016, or the date on which it is signed by both parties, whichever is later ("Contract Start Up") and shall end at midnight on January 31, 2018 ("Contract Termination"). In the event this Contract is signed by the parties on different dates, the latter date shall control. The Contract Implementation period shall be defined as 12:01 am of April 17, 2016 up through and including no later than 12:01 am on June 1, 2016.

This Contract is in its initial term.

B. Contract Renewal

The Department has the option to renew this Contract for up to three (3) years, or any portion thereof, after the initial Contract period upon the same terms and conditions contained herein and at the renewal prices indicated in Section III., COMPENSATION.

Exercise of the renewal option is at the Department's sole discretion and shall be conditioned, at a minimum, on the Contractor's performance of this Contract and subject to the availability of funds. The Department, if it desires to exercise its renewal option, will provide written notice to the Contractor no later than sixty (60) days prior to the Contract expiration date. The renewal term shall be considered separate and shall require exercise of the renewal option should the Department choose to renew this Contract.

II. SCOPE OF SERVICE

A. General Service Description/Purpose

1. The Contractor is to establish a program for the provision of staffing and operation of health, mental/behavioral health, dental, healthcare network and utilization management, and any claims management services for all institutions. The program is to meet constitutional and community standards, the standards of the American Correctional Association (ACA) and/or National Commission on Correctional Health Care (NCCHC), Florida Statutes, Florida Administrative Code, court orders, applicable policies, procedures, and directives regarding the provision of health services in the Department. Department policy, procedure, or directive language will take precedence over the Contractor's policies and procedures in the event of any conflict between the two.

2. The Contractor shall provide services in accordance with the American Correctional Association (ACA) Performance Based Standards, Expected Practices and Outcome Measures and/or National Commission on Correctional Health Care (NCCHC) and prevailing professional practices. The performance of the Contractor's personnel and administration must meet or exceed standards established by ACA and/or NCCHC as they currently exist and/or may be amended. The contractor shall identify the clinical criteria utilized to determine necessity for health care and treatment that at a minimum meet National Clinical Practice Guidelines (i.e. internally developed or other national criteria).

3. Under no circumstances shall service delivery meeting less than the minimum service requirements be permitted without the prior written approval of the Department. Otherwise, it shall be considered that services will be performed in strict compliance with the requirements and rules, regulations and governance contained in this Contract and Contractor shall be held responsible therefore.

4. The Contractor shall be responsible for all pre-existing health care conditions of those inmates covered under this contract as of 12:00 am on the first day of the Contract Implementation, per location as set forth in a schedule agreed upon by the Parties prior to the Contract Implementation period. The Contractor shall be responsible for all health care costs incurred for services provided after 12:00am on the first day of contract implementation without limitation as to the cause of an injury or illness requiring health care services.

5. In addition, the Contractor shall implement a written health care work plan with clear objectives; develop and implement policies and procedures; comply with all state licensure requirements and standards regarding delivery of health care; maintain full reporting and accountability to the Department; and maintain an open, collaborative

relationship with the Department's Administration, Office of Health Services, Department staff, and the individual institutions.

6. The Contractor understands and agrees that the Department's institutions are first charged with the responsibility for maintaining custody and security for inmates. Therefore, the Department retains authority to assign inmates to the most appropriate institution. **The Contractor shall not dispute or refuse acceptance of any inmate assignment based on any medical, dental and/or mental health condition (s).**

7. The Contractor shall ensure that any person performing work under the Contract agrees to adhere to all Department procedures, policies, and codes of conduct, including procedures concerning fraternization and contact with inmates. The Contractor shall ensure compliance with all applicable statutes, promulgated rules, court orders, and administrative directives pertaining to the delivery of health care services. The Contractor shall employ health care professionals whose licenses or certifications are clear, active and without on-going discipline.

8. Access to and provision of comprehensive healthcare services will be in accordance with minimum constitutionally adequate levels of healthcare and in compliance with Department Policies and Procedures, court orders, Health Services' Bulletins (HSB's), Technical Instructions (TI's), Department Healthcare Standards, and Department Memoranda regardless of place of assignment or disciplinary status.

B. Health Care Services

Whenever possible, services will be provided on-site.

1. Reception and Health Screenings

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

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

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

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

that would normally be performed on all inmates upon their arrival, transfer and/or release, in accordance with Department procedure.

Documentation of observation of the following:

- Behavior, including state of consciousness, mental status, appearance, conduct, tremor and sweating
- Body deformities and ease of movement
- Condition of skin, including trauma markings, bruises, lesions, jaundice, rashes, infestations, recent tattoos and needle marks, or other indications of drug abuse

Documentation of medical disposition of the inmate:

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

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

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

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

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

2. Service Lists Upon Transfer between Institutions

The Contractor shall ensure that adequate communication occurs between health professionals to ensure continuity of care. Inmate's health care needs should be triaged in an expeditious manner upon arrival. A patient should not drop to the end of a service

list for a medically necessary service simply because they are new to the institution, if they had been waiting for the service in their former institution.

3. 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.

4. Health Appraisals and Assessments

The Contractor's clinician shall:

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

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

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

- The findings of the preliminary screening and evaluation will be documented in the inmates' health records. Additionally, transferred inmates initial screening forms will be reviewed and verified for their accuracy by qualified health care staff.

- Health care professionals shall refer inmates exhibiting signs of acute mental illness, psychological distress, or danger of harm to self or others to the qualified mental health professional staff member for further evaluation.
- The preliminary health evaluation will include a review of the respective transferee's medical record from the transferring reception center, including:
  - Inquiry into:
    - Current illness
    - Communicable diseases
    - Alcohol and chemical abuse history
    - Medications currently being taken and special health care requirements
    - Dental health status
    - Chronic health problems
    - Immunizations
    - Dietary requirements
    - Suicide risk
  - Observation of:
    - Loss of consciousness
    - Mental status (including suicidal ideation)
    - Odd conduct, tremors, or sweating
    - Condition of skin and body orifices including signs of trauma, bruises, lesion, jaundice, rashes, infestations, and needle marks or other indications of drug abuse.
- Explanation of procedures necessary for inmates to access medical, mental health and dental services.
- Inmates will be classified into one of the following categories:
  - Immediate emergency treatment needed
  - Assignment to infirmary
  - Referral to an appropriate health service
  - Assignment to the general population

5. Daily Processing of Inmate Sick Call Request

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

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

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

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

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

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

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

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

6. Chronic Care Management

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

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

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

7. Medication Administration

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

federal regulations regarding prescribing, dispensing, distributing, and administering pharmaceuticals.

8. EKG Services

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

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

9. Laboratory Services

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

10. Optometry and Ophthalmology Services

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

11. X-Ray Services

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

12. Radiotherapy Services

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

13. Inpatient Hospital Services

    The Department currently operates a prison hospital at the Reception and Medical Center that meets AHCA licensure requirements, and contracts with Memorial Hospital

in Jacksonville and Kendall Regional Medical Center in Miami for the provision of hospital care at secure units within the hospitals.

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

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

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

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

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

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

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

14. Specialty Care

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

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

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

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

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

15. Emergency Medical Services

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

16. Ambulance services

All medically necessary inmate transportation by ambulance or other life-support conveyance, either by ground or air, will be provided by the Contractor. All costs for ambulance services are the responsibility of the Contractor. In accordance with Florida

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

17. Dialysis Services

    The Contractor shall identify and provide all on-site and off-site peritoneal and/or hemodialysis services, supplies, equipment, and other related expenses. The Contractor shall provide a Board Certified Nephrologist to supervise all dialysis services. The Contractor is responsible for developing a renal dialysis Quality Improvement and Infection Control Program to include accountability of sharps and waste.

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

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

19. Emergent or Urgent Offsite Care

    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.

20. Infection Control Program

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

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

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

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

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

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

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

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

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

22. Sexual Assault

    The Contractor shall follow and enforce the Department's Prison Rape Elimination Act (PREA) policies which mandate reporting and treatment for abuse or neglect of all inmates in the secure institutions. *The Prison Rape Elimination Act (PREA) is federal law, Public Law 108-79, signed into law in September 2003 by the President of the United States and now designated as 42 USC § 15601-15609. PREA establishes a zero-tolerance standard against sexual assaults and rapes of incarcerated persons of any age. This makes the prevention of sexual assault in Department institutions a top priority. PREA sets a standard that protects the Eighth Amendment right (Constitutional right prohibiting cruel or unusual punishment) of Federal, State, and local inmates.*

23. Utilization Management (UM) Services

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

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:

- The Department's Office of Health Services timely reviews alternative actions and discusses resultant concerns with the Contractor's medical director. If an agreement cannot be reached, the Department's Office of Health Services' opinion shall prevail.

24. Telehealth Services

The Contractor will be responsible for the cost of acquiring and maintaining the necessary telemedicine communication system, equipment and consultations provided by telemedicine. The Contractor will also be responsible for paying for all telemedicine service line/data charges for communications related to the provision of health care to Department inmates. The proposed solution must meet the following minimum requirements, and shall be approved by the Department's Office of Information Technology (OIT):

Platform/Network –
- Browser IE7
- Useable at 1024x768 resolution
- Runs on a 64-bit platform Windows 2003 server & above
- Application runs on Microsoft SQL 2008 or 2005 environment and above
- PC shall have a minimum of MS XP Pro, 512 MB RAM & 1GHz CPU
- Must be Windows Active Directory compliant
- Application supports clients connecting at T1, T3, WAN speed, and 100 mbps
- Must integrate with supporting single sign-on User ID and be centrally managed
- Must support HL7 compatibility as well as other data standards

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

Software offered must have the ability to:

Be compliant with the Health Insurance Portability and Accountability Act (HIPAA) and the HITECH Act. Any service, software, or process that handles and/or transmits electronic protected health information must do so in full HIPAA compliance and with encryption provided as a part of the service, software, or process. In addition, the transmission and encryption scheme supplied by the Contractor must be approved by the

Department's Office of Information Technology prior to implementation. Confidential or personal health information includes but is not limited to, all social security numbers, all health information protected by HIPAA, and addresses of law enforcement officers, judges, and other protected classes. Pursuant to Florida Statute 119.071(5)(a)5, social security numbers are confidential information and therefore exempt from public record or disclosure.

25. Nursing Services

Nurses must perform the following functions:

- Respond to inmate patients medical needs
- Practice within scope of educational preparation and licensure
- Restore and maintain the health of inmates with compassion, concern, and professionalism
- Collaborate with other healthcare team members, correctional staff, and community colleagues to meet the needs of the inmates, which include physical, psychosocial and spiritual aspects of care
- Provide education for disease prevention and health promotion
- Maintain responsibility for monitoring and evaluating nursing practice for continuous quality improvement
- Deliver care to all inmates with compassion, empathy, commitment, competency, dedication, and a positive attitude
- Negotiate, problem solve, listen and communicate effectively
- Good assessment, organizational, critical decision making and thinking skills
- Conduct an appropriate and timely assessment
- Collect comprehensive data pertinent to the inmate's health and condition or situation
- Analyze the assessment data to determine the diagnoses or issues or need for referral to appropriate discipline
- Identify expected outcomes for a plan individualized to the inmate or situation
- Develop a plan that prescribes strategies and alternatives to attain expected outcome
- Implements identified plan
- Coordinates care delivery
- Employs strategies to promote health and a safe environment
- Evaluates progress towards attainment of outcomes
- Enhances the quality and effectiveness of nursing practice
- Attains knowledge and competency that reflects current nursing practice
- Integrates ethical provisions in all areas of practice
- Considers factors related to safety, effectiveness, cost, benefits, and impact on practice in the planning and delivery of nursing services
- Render or secure appropriate healthcare services
- Timely, accurate and complete documentation record(s)
- Comply with Department Policy Procedure, Health Services Bulletins, Court Orders, Technical Instructions, Manuals, Federal and State Law, ACA and/or NCCHC Standards

C. Dental Services

1. General Overview

The Contractor shall be responsible for all inmate dental services and shall identify, plan, and provide for all on-site general dental services. This includes all care that is

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

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

a. The Contractor shall be responsible for all on-site and/or off-site dental treatments and all other needed dental specialty care. All dental supplies, dental laboratory fees and all dental equipment repairs, to include equipment replacements, shall be the responsibility of the Contractor.

b. Dental sick call shall be performed daily Monday through Friday when a dentist is present. For emergencies, dental sick call shall be performed on Saturdays, Sundays, and Holidays by the medical staff on duty. Inmates must be able to sign-up for sick call seven (7) days a week and the sick call sign-up form shall be triaged daily by healthcare staff.

c. Inmates experiencing dental care emergencies may request and shall receive emergency care at any time, if indicated, twenty-four (24) hours a day seven (7) days a week.

d. Designated institutional dental healthcare staff will be responsible for coordination with the institutional Health Services Administrator for purposes of coordination and provision of institutional healthcare. The institutional Health Services Administrator will be responsible to the institution's Warden for coordinating and ensuring the provision of all institutional health care. Questions or issues arising during the course of daily activities that cannot be resolved at the institution will be referred to the Contract Manager and/or designee.

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

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

Inmates cannot dictate dental treatment in any form; however, inmates can refuse dental care at any time. The contracted dentist will decide the appropriate treatment plan

individualized for each inmate. The Contractor cannot refuse to treat an inmate seeking emergent, sick call, urgent or routine dental care.

2. Dental Examinations/Assessments

   a. Every inmate shall receive an intake dental examination at a reception center by a dentist. The intake dental examination shall take place no later than seven (7) days after reception. Each examination of this type shall include, at a minimum, a visual clinical exam of the head, neck, intraoral areas for any pathology and charting consisting of: missing teeth, restorations present, fixed or removable prosthetics, gingival conditions, deposits, masticating efficiency, treatment indicated (provisional treatment plan), dental grade, and emergency dental needs.

   b. Each inmate shall receive, within seven (7) days of arrival at an institution, an orientation to dental services, which includes information on available hours of service and how to access dental care at the institution. The Dental Treatment Record shall be reviewed for emergency/urgent dental needs or follow-up care. If an inmate's dental record has not been received within seven (7) days or the inmate has not had a dental examination in accordance with established policy, one is to be completed within seven (7) days and a replacement dental record generated where indicated.

   c. Each inmate shall receive a periodic dental examination in accordance with established policy. Each periodic examination shall consist of a clinical examination of the head, neck and intra-oral areas, evaluation of urgent dental needs.

   d. A dental examination/assessment shall be performed by a dentist on confined individuals, when determined necessary.

   e. Before commencing with routine dental treatment, a diagnosis and treatment plan shall be derived from the following: a clinical examination, pathology examination, full mouth radiographs, Periodontal Screening and Recording, plaque evaluation as appropriate, charting, and health history.

   f. The topical application of fluoride may be included in the dental treatment plan as deemed necessary by the treating dentist. The topical application of fluoride shall be included as part of the dental treatment plan for all youthful inmates.

3. Priorities for Dental Treatment

   a. **Emergency Dental Treatment:** Emergency dental treatment will be available on a twenty four (24) hour basis through the on-duty dental staff during working hours. In the event a dentist is not available at a facility to treat a dental emergency, the emergency will be referred to the medical department in accordance with nationally accepted dental emergency protocols and dental emergency policies which must provide back-up dental coverage. There is to be no waiting list for dental emergencies. Dental emergencies generally include fractured jaw, excessive bleeding or hemorrhage, acute abscess, and/or other acute conditions.

   b. **Urgent Non-emergency Dental Treatment**: All Department of Corrections' dental clinics shall hold daily sick call (five (5) days a week Monday through Friday or when the dentist is present) to provide dental access to those inmate patients who

cannot wait for a routine appointment and yet do not meet the criteria for emergency care. Inmates signing up for dental sick call must be evaluated, triaged and/or treated a within 72 hours.

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

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

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

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

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

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

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

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

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

4. Levels of Dental Care

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

a. Level I

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

1) An intake dental examination performed by a dentist and development of a provisional treatment plan.

2) Necessary extractions as determined by the intake dental examination; and

3) Emergency dental treatment including treatment of soft tissue pathology.

b. Level II

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

1) All Level I care;

2) Caries control (reversible pulpitis) with temporary restorations;

3) Gross cavitron debridement of symptomatic areas with emphasis on oral hygiene practices; and

4) Complete and partial denture repairs provided the inmate has sufficient Department-incarceration time remaining on his/her sentence to complete the repair. In cases of medical necessity, a complete denture(s) shall be fabricated if the inmate has at least four (4) months of continuous Department-incarceration time remaining on his/her sentence.

c. Level III

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

1) All Level I and Level II care;

2) Complete dental examination with full mouth radiographs, Periodontal Screening and Recording (PSR) and development of a dental treatment plan.

3) Prophylaxis with definitive debridement. Periodontal examination as indicated by the PSR, oral hygiene instructions with emphasis on preventive dentistry;

4) Complete denture(s) provided the inmate has at least four (4) months of continuous Department-incarceration time remaining on his/her sentence;

5) After the inmate has received a complete prophylaxis with definitive debridement, he/she is eligible for restorative, amalgams, resins, glass ionomers, chairside post and cores;

6) Removable Prosthetics

a) Acrylic partial dentures provided the inmate has at least four (4) months of continuous Department-incarceration time remaining on his/her sentence; and

b) Relines and rebases (provided the inmate has enough continuous Department-incarceration time remaining to complete the procedure).

7) Anterior Endodontics (Canine - Canine), provided the tooth in question has adequate periodontal support and has a good prognosis of restorability and long-term retention;

8) Posterior Endodontics, which may be performed at either the local facility or by referral to an endodontist. The tooth should be crucial to arch integrity (no missing teeth in the quadrant or necessary as a partial denture abutment), have adequate periodontal support, and have a good prognosis of restorability and long-term retention; and

9) Basic non-surgical periodontal therapy, as necessary.

d. Level IV (Advanced Dental Services)

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

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

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

5. Dental Hygiene and Preventive Dentistry

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

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

b. Personal preventive training with oral hygiene instructions shall be included as part of an inmate's dental treatment plan. Oral hygiene instructions shall be reinforced throughout the dental treatment plan.

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

6. Dentures/Prosthetics

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

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

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

7. Dental Radiology

a. Dental radiographs are to be exposed in accordance with established policy. A full mouth series of radiographs are required to develop a dental treatment plan. A treatment plan series of radiographs and/or panorex are acceptable for a maximum five-year period of time. Bitewing radiographs are acceptable for a maximum two-year period of time. Dental radiographs are to be mounted dot out.

b. Appropriate dental radiology operating and safety procedures must be utilized, including but not limited to:

1) Use of a lead apron for all intraoral radiographs.

2) All x-ray machine operators must be certified or undergoing radiology training in accordance with Department of Health (DOH) guidelines.

c. Radiographs exposed for endodontic therapy (minimum of pre- and post-treatment) shall be mounted in sequence using the same mount.

d. The Contractor shall be responsible for all dental-specific hazardous waste disposal from radiological developers and lead foil backings from dental x-rays. Hazardous waste disposal by anyone other than the Contractor shall be coordinated with the Warden at the respective institution.

e. The Contractor may supply dosimeter for dental staff at the Contractor's expense.

f. The Contractor will be responsible for having all dental x-ray machines inspected by the Department of Health (DOH), and for all costs associated with the inspection.

The Contractor will ensure all x-ray machines are registered through the Department of Health (DOH) and a registration certificate is posted near each dental x-ray machine.

8. Dental Laboratory Services

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

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

PRIDE Dental Laboratory
Union Correctional Institution
7819 Northwest 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).

b. The Contractor should call the PRIDE Dental Laboratory Supervisor if there is a question as to whether or not the laboratory can perform the required procedure.

c. The Contractor shall be responsible for all costs related to shipping items to and from the dental laboratory. All dental prosthetic cases must be disinfected prior to shipping and marked "Sensitive Item".

d. PRIDE Dental Laboratory may also provide limited fixed prosthetic services.

D. Mental Health/Behavioral Health

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. All changes to the approved staffing plan must be approved by the Department.

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

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

Access to necessary mental health services are available to all inmates within the Department, are provided in a non-discriminatory fashion, and are provided in accordance

with prevailing community and correctional standards of care. All inmates are eligible to receive mental health screening and psychological evaluation as necessary.

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

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

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

1. Intake Mental Health Screening at Reception Centers

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

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

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

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

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

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

2. Inmate Orientation to Mental Health Services

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

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

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

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

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

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

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

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

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

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

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

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

4. Consent to Mental Health Evaluation and Treatment

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

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

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

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

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

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

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

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

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

5. Refusal of Mental Health Services

All inmates presenting for mental health services will be informed of their right to refuse such services, unless services are to be delivered pursuant to a court order. When an inmate refuses mental health care services, such refusal will be documented in the inmate health record. Refusals of mental health evaluation/treatment will be documented on Form DC4-711A *Refusal of Healthcare Services Affidavit*. If the inmate refuses to sign Form DC4-711A, the form will be completed and signed by the provider and another staff member who witnessed the refusal.

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

6. Confidentiality

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

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

7. Individualized Service Plan

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

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

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

8. Confinement Assessment

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

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

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

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

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

9. Psychotropic Medication Management

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

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

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

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

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

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

10. Crisis Intervention and Suicide Prevention

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

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

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

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

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

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

Infirmary records for inmates whose self-harm observation status (SHOS) was discontinued contained sufficient clinical justification to ensure that the inmate's level of care was commensurate with the assessed treatment needs. Upon discharge from Isolation Management/CSU/TCU a Discharge Summary shall be completed and placed

in inmate's health record. Mental health staff will evaluate the relevant mental status and institutional adjustment at least at by the seventh (7th) and twenty-first (21st) day following discharge.

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

11. Restraint Usage

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

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

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

12. Aftercare Planning for Intellectually Disabeled and Mentally Disordered Inmates

    Continuity of care planning services will be provided to mentally disordered and Intellectually Disabled 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 intellectual disability who are between forty five (45) and thirty (30) days of release shall have a copy of DC4-661 Summary of Outpatient Mental Health Care or DC4-657 Discharge Summary for Inpatient Mental Health Care in their health record.

13. Psychological Evaluations and Referrals

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

14. Clinical Review and Supervision

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

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

15. Psychology Doctoral Internship and Post-Doctoral Fellowship Programs

The Department has a Doctoral Psychology Internship program that is accredited by the American Psychological Association (APA) and is a member of the Association of Psychology Postdoctoral and Internship Centers (APPIC). The internship mission is to provide training that will produce postdoctoral/entry level psychologists who have the requisite knowledge and skills for successful entry into the practice of professional psychology in general clinical or correctional settings and eventually become licensed psychologists. The internship is organized around a Practitioner-Scholar Model where scientific training is integrated into the practice training component. The internship consists of 2,000 hours over a one year period and begins July 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.

The Department has a Psychology Post-Doctoral Fellowship program that started 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 up to four (4) Psychology Residents and a Training Director, who will also serve as the Internship Training Director, and a data entry operator, who will also support the internship program.

The Contractor shall fund and incorporate the internship/fellowship training director, interns, psychology residents, and data entry operator into the mental health service delivery system in order to satisfy the internship and fellowship requirements. The Contractor shall enter into separate employment agreements with these persons should the Contractor decide to become their direct employer.

16. Child and Adolescent Psychologist

The Contractor will ensure a Florida Licensed Psychologist with formal training and credentials in child and adolescent psychology and approved by the Department is assigned on a full time basis to one institution designated by the Department to house youthful offenders.

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

E. Nutrition and Health Diets

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

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

F. Quality Management/Quality Assurance

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

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

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

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

1. Quality Management Activities

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

   b. **Infection Control Workgroup:** The Infection Control Workgroup shall monitor surveillance on communicable diseases of concern (see above), the occurrence and control of nosocomial infections, sterilization, and sanitation practices in the health care unit, control of any unexpected communicable diseases within the institution, and other infection-related issues that may arise. The Infection Control Committee shall meet at least quarterly.

   c. **Peer Review Workgroup:** At each institution, the Contractor shall develop a Peer Review Workgroup (PRW). The PRW shall be a subgroup of the Quality Assurance Workgroup and shall insure that all professionals have their work reviewed in accordance with HSB 15.09.06, Clinical Peer Review. Findings shall be reported to and reviewed by the Quality Assurance Workgroups.

   d. **Credentialing and Continuing Education and Certifications:** The Contractor must verify credentials and current licensure of all licensed healthcare professionals.

Copies of licensure and certifications of the healthcare personnel must be provided to the Department's Contract Manager. If licensure or certification is dependent upon continuing education, the Contractor is responsible to assure conformity with such requirements. In addition, accrediting agencies require that such credentials and licensure be maintained in the institution where the individual professional is performing service.

G. Medical Disaster Plan

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

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

H. Physician Provider Base

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

I. Periodic Health Screening

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

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

Those recommendations and benefits are as follows:

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

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

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

J. Employee Health

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

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

K. Health Education

As part of primary health care, health education services will be an important and required component of the total health care delivery system. The Contractor will provide specialized training to security staff on health care topics (mental health, elderly, etc.). The specifics of these training events will be determined jointly by the Contractor, the Office of Health Services, and the Office of Staff Development and Training.

Examples of **health education topics include:**

1. **Healthcare staff education** should include routine in-service education for:

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

This training is not designed to take the place of any medical services offered by the Contractor, but to augment the medical services provided by the Contractor.

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

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

L. Administration

1. Administrative Services

The Contractor must provide for the clinical and managerial administration of the health care program and attend institutional and administrative meetings. As part of administrative services, the Contractor shall manage and/or support all programmatic areas with the health care unit. These services shall include, but not be limited to:

a. The Contractor's staff shall comply with policies, procedures, and protocols for the medical unit and staff that are approved by the Department.
b. The Contractor will be responsible for ensuring that its staff reports any problems and/or unusual incidents to the Warden or designee.
c. The Contractor must ensure that the health care status of inmates admitted to outside hospitals is reviewed to assure that the duration of hospitalization is no longer than medically indicated.
d. The Contractor must ensure that its staff documents all health care contacts in the medical record and in the Offender Based Information System (OBIS).

e. The Contractor must provide a staffing plan that identifies all personnel required to perform the services and/or responsibilities under the Contract. All staffing plans shall be approved by the Department's Office of Health Services.
f. The majority of outside services should be provided within a forty-five (45)-mile radius of each of the Department's secured institutions.
g. The Contractor must provide for the disposal of all bio-hazardous, hazardous and/or other EPA regulated waste produced in the care, diagnosis, and treatment of the inmate.

2. Administrative Functions

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

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

M. Computer and Information Systems

1. Corporate Access to the Departments Network

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

2. LAN to LAN Connections

Authorized LAN to LAN connections must utilize IPSec security with either Triple DES or AES and be provided and managed (including software provision and configuration,

and connection support) by a Department-approved VPN service provider. Outside entities requesting or using these connections are financially responsible for all required or related equipment and must adhere to all VPN service provider policies and procedures as well as Department procedures. The VPN service provider will coordinate with the outside entity in determining whether to use outside entity equipment to terminate that end of the VPN connection or provide the necessary equipment.

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

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

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

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

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

3. Outside Entity Obligations

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

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

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

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

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

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

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

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

4. Contractor's Network

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

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

5. Transmitting Health Information via E-mail

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.

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

6. Contractor Data Availability

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

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

      1) No disclosure or destruction of any Department data can occur without prior express consent from the Contract Manager.

      2) The Contractor shall timely return any and/or all Department information in a format deemed acceptable by the Department when the contractual relationship effectively terminates.

      3) The Contractor shall provide certification of its destruction of all Departmental data in its possession in accordance with DoD 5220.22-M, "National Industrial Security Program Operating Manual" when the need for the Contractor's custody of the data no longer exists.

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

      5) The introduction of wireless devices at facilities is subject to prior review and approval by the Contract Manager. The Contractor is responsible for notifying the Department before introducing wireless devices into facilities.

7. Information Security Auditing and Accountability

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

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

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

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

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

9. Events

   The following events shall be logged:

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

10. Content

    The following content shall be included with every audited event:

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

11. Response to Audit Processing Failures

    The Contractor shall provide alerts to the Department's CIO or designee in the event of an audit processing failure. Audit processing failures include, for example:

software/hardware errors, failures in the audit capturing mechanisms, and audit storage capacity being reached or exceeded.

12. Time Stamps

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

13. Protection of Audit Information

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

14. Audit Record Retention

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

15. Compliance Requirements

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

a. Controlled access procedures for physical access to the data center;
b. Controlled access procedures for electronic connections to the Contractor's network;
c. A process designed to control and monitor outside agencies access to the Contractor's information network;
d. A Firewalling device;
e. Server based antivirus/malware software;
f. Client based antivirus/malware software;
g. Use of unique userIDs with expiring passwords;

h. A process that involves collection of userID activities and regular review of these activities for unauthorized access;
i. A process that ensures up to date software patches are applied to all information resources

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

N. Health Records

All inmates must have a health record that is up-to-date at all times, and that complies with problem-oriented health record format, Department's policy and procedure, and ACA and/or NCCHC standards. The record must accompany the inmate at all health encounters and will be forwarded to the appropriate institution in the event the inmate is transferred. All procedures (including HIPAA and the HITECH Act) concerning confidentiality must be followed.

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

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

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

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

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

All health care records are the property of the Department and shall remain with the Department upon termination of the Contract. The Contractor will supply upon request of the Office of Health Services any and all records relating to the care of the inmates who are

in the Contractor's possession. A record of all services provided off-grounds must be incorporated into each inmate health care record. All prior health care records must be incorporated into each inmate health care record.

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

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

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

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

The Contractor shall comply with all HIPAA requirements.

Length of Retention Period

1. Unless otherwise specifically governed by Department regulations, all health records shall be kept for a period of seven (7) years or for the period for which records of the same type must be retained by the State pursuant to statute, whichever is longer. All retention periods start on the first day after termination of the contract.

2. If any litigation, claim, negotiation, audit, or other action involving the records referred to has been started before the expiration of the applicable retention period, all records shall be retained until completion of the action and resolution of all issues, which arise from it, or until the end of the period specified for, whichever is later.

3. In order to avoid duplicate record keeping, the Department may make special arrangements with the Contractor for the Department to retain any records, which are needed for joint use. The Department may accept transfer of records to its custody when it determines that the records possess long-term retention value. When records are transferred to or maintained by the Department, the retention requirements of this paragraph are not applicable to the Contractor as to those records.

4. The records retention program must comply with guidelines established by the Florida Department of State, Division of Library and Information Services Records Management program. The Department endorses the following medical record retention and destruction practices:

5. Records of inmates presently on extended parole will be maintained until release from such Department of Corrections responsibility. After seven (7) consecutive years of inactivity, the Department shall authorize destruction/recycling procedures in accordance with law.

6. Hard copies of health records will be securely stored at the Reception and Medical Center. All health records received at the record archives will be checked to ensure that the color-coded year band is properly attached before filing.

O. 340b Specialty Care Program

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

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

P. Coordination of Services with Other Jurisdictions and Entities

1. Interstate Compact Inmates

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

2. County Jail Work Programs

   The Department houses inmates in some county jails where they participate in work programs at the county jail. The Department has the option of returning the inmates to a correctional institution. Currently, the Department has contracts with county jails, which include the provision of health care to inmates.

3. Federal Inmates

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

4. Private Correctional Facilities

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

Q. Discharge Planning

When an inmate with a serious medical and/or mental illness is released from a Department institution, his medical and mental health conditions must be identified during the pre-release stage to identify community resources to meet the inmate's needs. Planning should include at a minimum, continuing medication with a thirty (30)-day supply, which should be provided at release unless contraindicated clinically or earlier appointments with outside providers have been scheduled, for follow up care.

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

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

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

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

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

R. Rules and Regulations

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

2. The Contractor shall ensure that all Contractors' staff providing services under this Contract complies with prevailing ethical and professional standards, and the rules, procedures and regulations mentioned above.

3. The Contractor shall ensure Contractor's staff is familiar with and capable of obtaining and making use of all applicable Department Policies and Procedures, Technical Instructions (TI's), and Health Service Bulletins (HSB's). The Contractor will be provided access to the aforementioned documents through the Warden, or designee, at the corresponding Correctional Institution.

4. The Contractor shall fully comply with the requirements of Section 466.0285, Florida Statutes, particularly the requirements in Section 466.0285(1), Florida Statutes, that "no person other than a dentist licensed pursuant to Chapter 466, nor any entity other than a professional corporation or limited liability company composed of dentists may employ a dentist or dental hygienist in the operation of a dental office, may control the use of any dental equipment or material while such equipment or material is being used for the provision of dental services, whether those services are provided by a dentist, a dental hygienist, or a dental assistant, or may direct, control, or interfere with a dentist's clinical judgment."

5. The Contractor is required to be in compliance with state and federal law, including the Fair Labor Standards Act (FLSA). The Contractor will not be utilizing non-exempt health care workers for more than 40 hours per week without paying overtime, unless legally authorized. The Contractor has been advised that the United States Department of Labor believes compliance with the FLSA requires that hours worked by health care workers working at different facilities be calculated as if all hours were worked at one facility if operated by the same Contractor. Accordingly, all hours worked by an individual worker regardless of how many different temporary agencies the worker is associated with must be totaled to determine the hours worked per week for each individual worker.

6. 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

7. 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.

8. Documentation of licensure and accreditation for all hospitals, clinics and other related health service providers to be utilized by the Contractor shall be made available to the Department upon request. All hospitals utilized by the Contractor for the care of inmates shall be fully licensed and preferably accredited by the Joint Commission on Accreditation of Healthcare Organizations (JCAHCO). All hospitals utilized by the Contractor require prior written approval by the Department's Contract Manager, identified in Section IV., A., of this Contract.

9. The Contractor shall supply all equipment necessary to provide services outlined in this Contract. Contractor equipment may require connection to the Department's information network. Should the Contractor's equipment be required to connect to the Department's information network, all Federal, State and Department rules, regulations, and guidelines for data transfer shall apply.

10. The Department's data must be protected from all environmental threats. The Contractor's computing equipment installation will be protected by the timely, accurate, complete, and secure backup of data including the use of similarly secured offsite storage of all Department information and other controls that manage any risks from all conditions including but not limited to fire, water/humidity, temperature, contamination (unwanted foreign material, etc), wind, unauthorized entry or access, and theft.

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

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

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

j. The Contractor shall maintain an Information Security Awareness program. This program will be designed to keep users of the system up to date on cyber security events capable of compromising the system and or network.

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

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

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

12. The Contractor must guarantee the availability of data in its custody to the Department during an emergency that may occur at the Contractor or the Department.

13. 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.

14. No disclosure or destruction of any Department data can occur without prior express consent.

15. The Contractor shall provide for the timely and complete return of all Department information in an acceptable format when the contractual relationship effectively terminates.

16. 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.

17. The Contractor will be required to maintain full accreditation by the American Correctional Association (ACA for the healthcare operational areas in all institutions in which healthcare services are provided.

18. The Contractor shall provide the Department's Contract Manager with all subcontractor agreements for healthcare delivery (including pharmaceuticals), all subcontractor agreements are approved annually by the Department's Contract Manager and must

contain provisions requiring the subcontractor to comply with all applicable terms and conditions of this Contract.

19. 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.

20. Any changes in the scope of service required to ensure continued compliance with State or Federal laws, statutes or regulations, legal settlement agreement or consent order or Department policy, regulations or technical instructions will be made in accordance with Section V., CONTRACT MODIFICATION.

S. Permits, Licenses, and Insurance Documentation

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

1. The face-sheet of the Contractor's current insurance policy showing sufficient coverage as indicated in Section VII., K.
2. Any applicable state and/or federal licenses related to services provided under this Contract, as applicable.

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

T. Communications

1. Contract communications will be in three (3) forms: routine, informal and formal. For the purposes of this 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: Same as informal but more limited in nature and usually reserved for significant issues such as Breach of Contract, failure to provide satisfactory performance, assessment of Financial Consequences, 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) days of receipt.

2. 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 Project Manager. 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. 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.

4. If there is an urgent administrative problem the Department shall make contact with the Contractor and the Contractor shall verbally respond to the Contract Manager within two (2) hours. If a non-urgent administrative problem occurs, the Department will make contact with the Contractor and the Contractor shall verbally respond to the Contract Manager within forty eight (48) hours. The Contractor or Contractor's designee at each institution 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.

5. The Contractor shall respond to informal and formal communications in writing, transmitted by facsimile and/or email, with follow-up by hard copy mail.

6. A date/numbering system shall be utilized for tracking of formal communication.

U. Final Implementation Plan and Transition Date Schedule

1. Within three (3) days after the Contract start date, the Contractor shall meet with the Department to begin the development of the implementation plan to ensure an orderly and efficient transition to the 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.

2. The Contractor will submit their Final Implementation Plan for approval within fifteen (15) days after contract execution date.

3. 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.

4. 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.

5. The Contractor shall assume full responsibility for comprehensive healthcare service delivery pursuant to the schedule to be agreed upon by the Parties prior to the Contract Implementation period begins.

6. Payment of services during the planning and transition period shall be made in accordance with Section III., A., Payment.

V. Service Locations and Service Times

1. Institutions/Facility Locations: The facilities to be included under this Contract include all currently operating institutions and allied facilities as indicated.

2. Add/Delete Institutions/Facilities for Services: The Department reserves the right to add or delete institutions/facilities receiving or requiring services under this Contract upon sixty (60) days' written notice. Such additions or deletions may be accomplished by letter and do not require a contract amendment.

3. Service Times: The Contractor shall ensure access to comprehensive healthcare services as required within Section II., SCOPE OF SERVICE, twenty-four (24) hours per day, seven (7) days a week.

4. The Contractor shall have an administrative office located within the State of Florida.

W. Administrative Requirements, Space, Equipment & Commodities

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

2. Space and Fixtures: The Department will provide office space within each health services unit. The institution shall provide and maintain presently available and utilized health space, building fixtures and other items for the Contractor's use to ensure the efficient operation of the Contract. The institution shall also provide or arrange for waste disposal services, not including medical waste disposal which shall be the responsibility of the Contractor. The Department will maintain and repair the office space assigned to the Contractor, if necessary, including painting as needed, and will provide building utilities necessary for the performance of the Contract as determined necessary by the Department. The Contractor shall operate the space provided in an energy efficient manner.

3. Furniture and Non-Healthcare Equipment: The Department will allow the Contractor to utilize the Department's furniture, and non-healthcare equipment currently in place in each health services unit. A physical inventory list of all furniture and non-healthcare equipment currently existing at each institution will be taken by the Department and the current Contractor before the Institution's implementation date. All items identified on the inventory shall be available for use by the Contractor. Any equipment (i.e., copiers) currently under lease by the Department's prior vendor will be either removed or the lease assumed by the Contractor, if acceptable to the Contractor and if permitted by the leasing company. If the lease is either not assumable by or transferred to the Contractor, the Contractor is responsible for making its own leasing or purchasing arrangements. The Contractor shall be responsible for all costs associated with non-healthcare equipment utilized, including all telephone equipment, telephone lines and service

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

4. Existing Healthcare Equipment: A physical inventory list of all healthcare equipment owned by the Department and currently existing at each institution will be taken by the Department and the current Contractor before each institution's implementation date. All existing equipment shall be available for use by the Contractor. All inventoried equipment shall be properly maintained as needed by the Contractor and any equipment utilized by the Contractor that becomes non-functional during the life of the Contract shall be replaced by the Contractor and placed on the inventory list. All inventoried equipment shall remain the property of the Department upon expiration or termination of the Contract. "Healthcare Equipment" is defined as any item with a unit cost exceeding one thousand dollars ($1,000). Any healthcare equipment damaged or otherwise found to be beyond economical repair after the Contract start date will be repaired or replaced by the Contractor and added to the inventory list. Within 30 days of implementation, the Contractor will advise the Department of any healthcare equipment that is surplus to their needs. In addition, within 30 days of implementation, the Contractor shall provide the Department with documentation of maintenance agreements for existing Department-owned equipment.

5. Additional Equipment: Any healthcare service equipment not available in the institutional health services unit upon the effective date of the Contract that the Contractor deems necessary to its provision of healthcare services under the terms of the Contract, will be the responsibility, and shall be provided at the expense of the Contractor. The Department will permit the Contractor, at the Contractor's expense, to install healthcare equipment in addition to the Department-owned items on the inventory list provided. Any additional equipment purchased by the Contractor shall be owned and maintained by the Contractor and shall be retained by the Contractor at Contract termination. Any additional equipment purchased, replaced or modified by the Contractor shall meet or exceed the Department's standards for functionality, sanitation and security as determined by the Department's Office of Health Services. To ensure compliance with all Security requirements, the Contractor shall obtain written authorization from the Contract Manager when repairing or replacing any non-Department owned healthcare service equipment.

6. The Contractor is responsible to have adequate computer hardware and software for staff to perform care, provide required reports and perform functions that equal those of the Department. All required computer equipment must be maintained by the Contractor to ensure compliance with the Department information technology standards.

7. If contracting to provide pharmaceutical services, the Contractor shall inventory all pharmaceuticals in each regional pharmacy and correctional institution, work camp, etc. The Contractor shall purchase the medication from the Department at the Department's current cost and shall credit the Department by monthly invoice, not to exceed six (6) months, for the agreed upon reimbursement for the medications.

8. Healthcare Supplies: All supplies required to provide healthcare services shall be provided by the Contractor. A physical inventory of all healthcare supplies currently existing at each institution will be taken by the Department on or before the new contract implementation date. This will be done in coordination between the Department and the Contractor. Both parties will agree on any costs for supplies that the Contractor wishes to retain. The Contractor shall strive to have at least a thirty (30) days' supply of healthcare supplies upon its assumption of responsibility for service implementation at the institutions. A physical inventory of all equipment and healthcare supplies will also be conducted upon the expiration or termination of this Contract with appropriate credit payable to the Contractor, in the event the Department chooses to purchase then existing supplies. The term "healthcare supplies" is defined as all healthcare equipment and commodity items utilized in the provision of comprehensive healthcare services with a unit cost of less than one thousand dollars ($1,000).

9. Forms: The Contractor shall utilize Department forms as specified to carry out the provisions of this Contract. The Department will provide an electronic copy of each form in a format that may be duplicated for use by the Contractor. The Contractor shall request prior approval from the Contract Manager should he/she wish to modify format or develop additional forms.

10. The Contractor shall not be responsible for housekeeping services, building maintenance, provision of bed linens for inmate housing, routine inmate transportation and security. However, the Contractor shall be responsible for maintaining the health services unit in compliance with Department policy to include sanitation, infection control, etc, according to Department policy. The Contractor shall be responsible for healthcare specialty items utilized in the infirmary including, but not limited to, treated mattresses, and infirmary clothing.

X. Audits, Investigations and Legal Actions

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

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

Y. Security

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

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

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

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

5. The Department will provide the Contractor with access to all applicable Department rules and regulations. The Department will inform the Contractor of any regulatory or operational changes impacting the delivery of services to be provided pursuant to this Contract.

6. The Department will ensure that any inmate receiving treatment pursuant to this Contract is appropriately restrained, in accordance with the Department's procedures, at the time treatment is rendered and that such restraints shall not be removed during treatment unless the inmate's health or safety is immediately threatened or removal or repositioning of the restraints is needed to insure provision of clinically indicated treatment or diagnostic evaluation. Metallic restraints will be utilized unless the treatment or procedure dictates the use of non-metallic restraints. Correctional staff shall have sole discretion to determine whether restraints are to be removed or repositioned.

Z. Contractor's Staffing Requirements

1. Conduct and Safety Requirements

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

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

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

a. The Contractor's staff shall not display favoritism to, or preferential treatment of, one inmate or group of inmates over another.

b. The Contractor's staff shall not interact with any inmate, except as related to services provided under this Contract. Specifically, staff members must never accept for themselves or any member of their family, any personal (tangible or intangible) gift, favor, or service from an inmate or an inmate's family or close associate, no matter how trivial the gift or service may seem. The Contractor shall report to the Contract Manager any violations or attempted violation of these restrictions. In addition, no staff member shall give any gifts, favors or services to inmates, their family or close associates.

c. The Contractor's staff shall not enter into any business relationship with inmates or their families (example – selling, buying or trading personal property), or personally employ them in any capacity.

d. The Contractor's staff shall not have outside contact (other than incidental contact) with an inmate being served or their family or close associates, except for those activities that are to be rendered under this Contract.

e. The Contractor's staff shall not engage in any conduct which is criminal in nature or which would bring discredit upon the Contractor or the State. In providing services pursuant to this Contract, the Contractor shall ensure that its employees avoid both misconduct and the appearance of misconduct.

f. At no time shall the Contractor or Contractor's staff, while delivering services under this Contract, wear clothing that resembles or could reasonably be mistaken for an inmate's uniform or any correctional officer's uniform or that bears the logo or other identifying words or symbol of any law enforcement or correctional department or agency.

g. Any violation or attempted violation of the restrictions referred to in this section regarding employee conduct shall be reported by phone and in writing to the Contract Manager or their designee, including proposed action to be taken by the Contractor. Any failure to report a violation or take appropriate disciplinary action against the offending party or parties shall subject the Contractor to appropriate action, up to and including termination of this Contract.

h. The Contractor shall report any incident described above, or requiring investigation by the Contractor, in writing, to the Contract Manager or their designee within twenty four (24) hours, of the Contractor's knowledge of the incident.

2. Staff Levels and Qualifications

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

b. Staffing Plans: All staffing plans must be approved by the Department. The Contractor shall submit any proposed revisions to the initial staffing plan that was provided in their project proposal to the Department within 30 days of Contract Implementation. The staffing plan is subject to change throughout the life of the Contract. In the event there are mission changes that impact on health services functions and responsibilities at institutions covered by this Contract, the Department shall advise the Contractor of such changes in writing and request an updated staffing plan. The Department must approve any and all revisions to the staffing plan.

c. The Contractor shall NOT provide individuals possessing "temporary work visas" to fill positions under this Contract.

d. All Contractor/subcontractor staff providing services under the Contract shall have the ability to understand and speak English to allow for effective communication between Contractor staff and Department staff and inmates.

3. Staff Background/Criminal Record Checks

a. The Contractors' staff assigned to this Contract and any other person performing services pursuant thereto, with the exception of persons holding a current Level 2 clearance, shall be subject, at the Department's discretion and expense, to a Florida Department of Law Enforcement (FDLE) Florida Crime Information Center/National Crime Information Center (FCIC/NCIC) background/criminal records check. This background check will be conducted by the Department and may occur or re-occur at any time during the contract period. The Department has full discretion to require the Contractor to disqualify, prevent, or remove any staff from any work under the Contract. The use of criminal history records and information derived from such records checks are restricted pursuant to Section 943.054, F.S. The Department shall not disclose any information regarding the records check findings or criteria for disqualification or removal to the Contractor. The Department shall not confirm to the Contractor the existence or nonexistence of any criminal history record information. In order to carry out this records check, the Contractor shall provide, prior to 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.

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

b. When providing services within a correctional setting, the Contractor shall obtain a Level II background screening (which includes fingerprinting to be submitted to the Federal Bureau of Investigation (FBI)) for those who do not have a current screening and results must be submitted to the Department prior to any current or new Contractor staff being hired or assigned to work under the Contract. The Contractor shall not consider new employees to be on permanent status until a favorable report is received by the Department from the FBI. **The Contractor shall bear all costs associated with this background screening.**

c. The Contractor shall not permit any individual to provide services under this Contract who is under supervision or jurisdiction of any parole, probation or

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

d. Note that a felony or first-degree misdemeanor conviction, a plea of guilty or nolo contendere to a felony or first-degree misdemeanor crime, or adjudication of guilt withheld to a felony or first-degree misdemeanor crime does not automatically bar the Contractor from hiring the proposed employee. However, the Department reserves the right to prior approval in such cases. Generally, two (2) years with no criminal history is preferred. The Contractor shall make full written report to the Contract Manager within three (3) calendar days whenever an employee has a criminal charge filed against them, or an arrest, or receives a Notice to Appear for violation of any criminal law involving a misdemeanor, or felony, or ordinance (except minor violations for which the fine or bond forfeiture is $200 or less) or when Contractor or Contractor's staff has knowledge of any violation of the laws, rules, directives or procedures of the Department.

e. No person who has been barred from any Department institution or other facility shall provide services under this Contract.

f. Department employees terminated at any time by the Department for cause may not be employed or provide services under this Contract.

g. The Contractor shall notify the Department, prior to employing any current or former employee of the Department to provide either full-time or part-time services pursuant to this Contract.

4. Utilization of E-Verify

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

5. Orientation and Training

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

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

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

b. The 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.

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

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

6. TB Screening/Testing

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

7. Hepatitis Vaccination

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

AA. Offender Based Information System (OBIS)

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

1. OBIS Data Entry

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

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

2. OBIS Use and Training

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

3. OBIS Cost Reimbursements

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

BB. Reporting Requirements

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

2. The Contractor shall provide the following reports electronically in the time frames specified with a hard copy to follow, mailed within five (5) business days of the report due date. All electronic reports shall be downloadable into an excel format, unless otherwise approved by the Department. After initial reporting for the first month or quarter of the contract, changes to the report format required by the Department shall be made by the Contractor. Reports shall be provided to the Contract Manager unless otherwise specified. All reports shall be developed in such a manner as to be understood by the Contract Manager or other Department management staff.

3. Monthly Dental Reporting

   a. Quarterly Credentialing Report: The Contractor shall provide a Quarterly Credentialing Report by each institution which includes a summary of any action taken/conducted/granting of privileges or other credentialing issues at the institution involving an employee, to include outcomes and recommendations.

b. Monthly Dental Provider Day Report: The Contractor shall provide to the Director of Dental Services a Monthly Dental Provider Day Report by institution for all Dentists and Dental Hygienists providing dental treatment during that month.

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

4. Monthly Communicable Disease Reporting

a. Weekly Environmental Health and Safety Inspection Report: The Contractor shall provide a Weekly Environmental Health and Safety Inspection Report (DC2-537) by each institution in accordance with Environmental Health and Safety Manual Chapter 3.

b. Weekly Wound Report: The Contractor shall provide a Weekly Wound Report by each institution in accordance with Infection Control Manual.

c. Monthly Prevalence Walks Report: The Contractor shall provide a Monthly Prevalence Walks Report by each institution which includes:

- Prevalence Walk Blood Borne Pathogens and Post Exposure Prophylaxis Form—DC4-788A
- Prevalence Walk--Biomedical Waste—DC4-788B
- Prevalence Walk—Refrigerators—DC4-788C
- Prevalence Walk—Needle Collection Procedures – DC4-788D
- Prevalence Walk—Isolation—DC4-788E
- Prevalence Walk—Fluid, Disinfectants, Antiseptics, and Medications—DC4-788F
- Prevalence Walk—Under Sink Storage—DC4-788G
- Prevalence Walk—Environment—DC4-788H
- Prevalence Walk—Ice Machines—DC4-788J
- Prevalence Walk—Hand Washing Practices—DC4-788K
- Prevalence Walk-Hand Sanitizer and Hand Lotion Inventory—DC4-788L

d. Monthly Communicable Disease Report: The Contractor shall provide a Monthly Communicable Disease Report ("Infection Attack Rates") by each institution which includes a summary of any identified communicable disease outbreaks, including surveillance data and actions to prevent future outbreaks.

e. Monthly EOS HIV Lab Test Report: The Contractor shall provide a Monthly EOS HIV Lab Test Report by each institution which includes the number of EOS HIV lab tests completed the previous month.

f. Monthly Inmate TST Report: The Contractor shall provide a Monthly TST Disease Report by each institution which includes a summary of TST testing of inmates in accordance with HSB 15.03.18.

g. Monthly Employee TST Report: The Contractor shall provide a Monthly TST Disease Report by each institution which includes a summary of TST testing of employees in accordance with Procedure 401.015.

h. Monthly Antibiotic Resistant Organism Report: The Contractor shall provide a Monthly Antibiotic Resistant Organism Report (DC4-546D) by each institution in accordance with Infection Control Manual.

i. Monthly Dialysis Infection Control Report: The Contractor shall provide a Monthly Dialysis Infection Control Report for each institution that provides dialysis in accordance with Infection Control Manual.

j. Monthly Vaccine Report: The Contractor shall provide a Monthly Vaccine Report (DC4-539F) in accordance with Infection Control Manual.

5. Nursing Services Reporting

a. Quarterly Mock Medical Code Blue Critique Report: The Contractor shall provide a Quarterly Mock Med Code Blue Critique (DC4-677) in accordance with HSB 15.03.22.

b. Quarterly Medical Code 99 Emergency Work Sheet Report: The Contractor shall provide a Quarterly Med Code 99 Emergency Work Sheet (DC4-679) in accordance with HSB 15.03.22.

c. Quarterly Impaired Inmate Meeting Report (including meeting): The Contractor shall provide a Quarterly Impaired Inmate Meeting Report with minutes in accordance with HSB 15.03.25.

d. Annual Disaster Plan Drill Report: The Contractor shall provide an Annual Disaster Plan Drill Report in accordance with HSB 15.03.06.

e. Annual Emergency Preparedness Roster: The Contractor shall provide an Annual Emergency Preparedness Roster in accordance with HSB 15.03.06.

6. Outbreak/Communicable Disease Reporting

a. Summary of Infection Control Investigation Table V Report: The Contractor shall provide an immediate Summary of Infection Control Investigation Table V Report (DC4-539) at the conclusion of an outbreak by each institution in accordance with Infection Control Manual.

b. Infectious Disease Outbreak Worksheet: The Contractor shall provide a daily, updated Infectious Disease Outbreak Worksheet (DC4-544C) by each institution in accordance with Infection Control Manual.

c. Summary Tuberculosis INH Information Summary Report: The Contractor shall 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.

d. 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.

e. Summary Bloodborne Pathogen Report: The Contractor shall provide a Inmate Bloodborne Pathogen Report (DC4-798) by each institution in accordance with Bloodborne Pathogen Manual.

7. Monthly Mental Health Reporting

a. Aftercare Status Report: The Contractor shall provide a monthly Aftercare report in accordance with HSB 15.05.21.

b. Mental Health Emergency and Admission/Discharge Reports: The vendor shall provide OHS with monthly reports that include information about mental health emergencies, incidents of self-harm behavior, admissions/discharges from inpatient units, and admissions/discharges from infirmary care for inmates on Self-Harm Observation Status.

c. Outside Medical Care Report: The vendor shall also provide OHS with a written mental health summary in a format designated by OHS for all inmates who engage in self-injurious behaviors that result in transportation to an outside medical facility.

8. Monthly Administrative Reporting

a. Monthly Staffing Report: The Contractor shall provide a Monthly Staffing Report by each institution which includes, but not limited to, position title, staff member's name, position number, date of hire, full time, part time or temporary hours, start date, shift, vacant date and penalty date.

b. Monthly Personnel Action Report: The Contractor shall provide a Monthly Personnel Action Report by each institution which includes a summary of any personnel actions, positive and/or negative, taken on an employee. In addition, the report shall include a summary of FCIC/NCIC/E-Verify conducted on employees during the month. The report shall not include protective data or any references that are in violation of federal and/or state law.

c. Monthly Medical Equipment Report: The Contractor shall provide a Monthly Medical Equipment Report by each institution which includes a summary of any medical, dental and/or non-medical equipment.

d. Quarterly Inspection/Survey/Certification Report: The Contractor shall provide a Quarterly Inspection/Survey/Certification Report by each institution which includes a summary of any inspections/surveys conducted at the institution directly or indirectly involving health services, to include outcomes and any corrective action plans.

e. Monthly Inmate Refusal Report: The Contractor shall provide a Monthly Inmate Refusal Report by each institution which includes a summary of any inmate's refusal of healthcare. The report shall not include protective data or any references that are in violation of federal and/or state law.

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

9. Utilization Reporting Requirements

a. Monthly Reports: The Contractor shall provide to the Contract Manager a monthly report by the tenth (10th) business day each month for the preceding month:

1) Daily Inpatient Hospital Reporting by Diagnostic Related Groups (DRG)/Current Procedural
2) Terminology (CPT) Data Elements
3) Diagnostic Related Grouping Codes for Admission, On-going Length of Stay and Discharge
4) Inmate procedures report by DRG/CPT Coding, by Facility, by Provider
5) Inpatient Days per Month
6) Average Length of Stay
7) Routine/Urgent Consult Status Reporting to include:
   a) Number of days from "request for medical care" (consult) to "seen"
   b) Number of cancelled appointments by network provider
   c) Number of cancelled appointments by institutions due to security issues

b. Quarterly Reports The Contractor shall provide to the Contract Manager a quarterly report by the tenth (10th) business day of January, April, July and October reflecting the following cumulative information gathered over the previous calendar quarter or portion thereof:

1) Identification of Outliers, Variance/Variability based on DRG to Length of Stay
2) Identification of Patterns of Prescribing and Trends Analysis
3) Data Cost Analysis of services provided and comparative data for indicators measured with the goal of cost containment.
4) Cost per Day – Inpatient Hospital, Inpatient at RMC, Infirmary Care
5) Cost per Surgical Case and/or Surgical Procedure
6) Cost by Diagnostic Codes, Provider, Facility, Region, and Inmate
7) Summary report of Unauthorized / Disapproved Claims with explanation

10. Other Reporting Requirements

a. Quality Management Reports: The Contractor shall ensure all Clinical Quality Management Reports as further described in Quality Management series, including Mortality Review, Risk Management and Infectious Disease reporting, as applicable, are properly completed and submitted as directed in the respective Health Service Bulletins, to the Contract Manager and Quality Management section in Central Office-Office of Health Services.

b. The Contractor shall comply with applicable continuing reporting requirements as determined by the Assistant Secretary of Health Services or designee for reports to and from the Department and the Healthcare Contract Monitor.

c. The Contractor shall provide a quarterly report listing all Contractor-employed credentialed providers to the Contract Manager. This report will include the provider name, health care license type and status, job title, privileges granted, credentialing status, date started at a Department facility and date no longer working at a Department facility if the Contractor employee started or ceased providing services during the reporting period.

d. 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.

e. Quarterly Performance Reports: The Contractor shall provide quarterly performance reports to the Department addressing the Contractor's compliance with the performance measures, as applicable, and as stated in Section II., DD., of the Contract. If issues of non-compliance are identified in the quarterly performance reports, financial consequences will be assessed in accordance with Section II., EE., of the Contract. The quarterly performance reports shall be submitted by the tenth (10^{th}) day of the month following the end of the corresponding quarter.

CC. 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 both final semi-monthly payments. 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.

DD. Performance Measures

The Department has developed the following Performance Measures which shall be used to measure the Contractor's performance and delivery of services.

The Contractor shall comply with all contract terms and conditions upon execution of the Contract. The audit will be performed by the Department's Office of Health Services to ensure that contract requirements are being met.

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

Listed below are the key Performance Outcomes, Measures and Standards deemed most crucial to the success of the overall desired service delivery.

a. **MEDICAL SERVICES**

1) **Access to Care**

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) **Refusal of Health Care Services**

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

Outcome: Inmates are provided a process for refusal of health care and the documentation thereof.
Measure: Refusal noted in OBIS; Documentation by DC4-711A
Standard: Achievement of outcome must meet ninety percent (90%) of record and OBIS reviews.
Reference: Procedure 401.002

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

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

Outcome: All inmates have an Initial Intake Screening completed by a nurse upon entry.
Measure: Complete documentation in health record via Computer-Assisted Reception Process (CARP)
Standard: Achievement of outcome must meet one hundred percent (100%).
Reference: Procedure 401.014

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

Outcome: Every newly committed inmate will receive a complete medical health appraisal within fourteen (14) days of arrival at the reception center.
Measure: Completed DC4-707
Standard: Achievement of outcome must meet one hundred percent (100%) of record reviews.
Reference: Procedure 401.014 and Health Services Bulletin 15.01.06

c) **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

d) **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

e) **Medication Administration**

i. **Outcome:** Inmates are administered medication as ordered by the Clinician
Measure: DC4-701A
Standard: Achievement of outcome must meet one hundred percent (100%).
Reference: Procedure 403.007 *Medication Administration and Refusals*

ii. **Outcome**: Medications are documented on the DC4-701A *Medication and Treatment Record*. Each dose of medication not administered is circled and an explanation written on the back of the DC4-701A.
Measure: DC4-701A
Standard: Achievement of outcome must meet ninety percent (95%).
Reference: Procedure 403.007 *Medication Administration and Refusals*

4) **Pre-Release Planning**

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

Outcome: All inmates are offered an HIV Test prior to the EOS Date unless the inmate has a previous positive HIV Test Result on file.
Measure: Documentation of an HIV test result, signed consent or refusal in medical record.
Standard: Achievement of outcome one hundred percent (100%).
Reference: Section 945.355, Florida Statutes

5) **Specialized Medical Care**

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

Outcome: Provide specialty consultation appointments.
Measure: A completed Consultation Request/Consultant Report Form "DC4-702" in the record and a log that reflects appointments are made in accordance with established guidelines for routine, urgent and emergent care.
Standard: Achievement of outcome ninety-five percent (95%).
Reference: HSB 15.09.04

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

Outcome: Inmates seen by a specialist will have the Consultant Report reviewed by the clinician. The clinician will either approve recommended procedure/treatment or recommend alternative clinically appropriate treatment options and discuss them with the inmate.
Measure: Completed Consultation Request/Consultant Report Form "DC4-702" Chronological Record "DC4-701 for entry by clinician of clinically appropriate procedure/treatment and communication with inmate record review for procedure/treatment implementation.
Standard: Achievement of outcome one hundred percent (100%)
Reference: HSB 15.09.04.

6) **Hunger Strikes**

Outcome: The Chief Health Officer at the institution is responsible for the treatment of inmates on hunger strike.
Measure: Documentation of appropriate medical interventions as outlined in Procedure 403.009, Management of Hunger Strikes.
Standard: Achievement of outcome must meet one hundred percent (100%).
Reference: Procedure 403.009

7) **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

a) **Outcome:** Inmates will be assigned to the appropriate chronic illness clinic based on clinical need.
Measure: DC4-701F
Standard: Achievement of outcome ninety five percent (95%)
Reference: HSB 15.03.05

b) **Outcome:** Inmate in chronic illness is seen by the clinician in accordance with HSB and clinical need.
Measure: DC4-701F
Standard: Achievement of outcome ninety five percent (95%)
Reference: HSB 15.03.05

8) **Lab testing and results**

a) **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

b) **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

c) **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

9) **OB/GYN Care**

a) **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

b) **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

c) **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

d) **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

e) **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

f) **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

g) **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

h) **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

10) **Sick Call hours/Access to care**

a) **Sick Call Request process**

i. **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

ii. **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

11) **Specialty Care**

a) **Wound prevention and care**

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

b) **Palliative Care**

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

12) **Emergency Services, Emergency Plan and Training**

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

13) **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.

14) **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

15) **Infirmary services**

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

a) **Outcome:** 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

b) **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

c) **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

d) **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

e) **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

16) **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

17) **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

18) **Impaired inmate services, including inmate assistants for impaired inmates**

a) **Outcome:** Inmates with impairments are placed in settings that can adequately provide for their healthcare treatment needs.
Measure: Inmate impairment grade in record matches the Institution's impairment designation.
Standard: Achievement of outcome must meet one hundred percent (100%)

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

b) **Outcome:** Inmates who are assigned to assist impaired inmates will receive required training.
Measure: Complete documentation DC4-526
Standard: Achievement of outcome must meet one hundred percent (100%).
Reference: Health Insurance Portability and Accountability Act, Florida Administrative Code 33-210.201 and 33-401.701, Procedure 403.011

19) **Special Housing**

a) **Outcome:** Inmates in special housing receive a Pre-Confinement Physical.
Measure: Completed Special Housing Appraisal or Pre-Confinement Physical "DC4-769"
Standard: Achievement of outcome must meet one hundred percent (100%).
Reference: Procedure 403.003, DC4-769

b) **Outcome:** Nursing staff make daily rounds in special housing.
Measure: Documentation of daily rounds on Nursing Special Housing Rounds "DC4-696"
Standard: Achievement of outcome must meet one hundred percent (100%).
Reference: Procedure 403.003, DC4-696

20) **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")

21) **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

22) **Immunization Administration and Documentation**

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

Measure: Immunization history documented on the Immunization Record "DC4-710A".
Standard: Achievement of outcome must meet ninety-five percent (95%)
Reference: HSB 15.03.30

b) **Outcome:** Inmates will receive immunizations in accordance with established policy.
Measure: Completed signed consent or refusal and documentation of Immunization on DC4 710-A.
Standard: Achievement of outcome must meet ninety-five percent (95%)
Reference: HSB 15.03.30.

23) **Tuberculosis Program**

a) **Employee Tuberculosis Screening**

Outcome: All Department employees whose duties are expected to bring them into contact with inmates and for contract employees, who perform their duties in institutions, must be screened/tested for tuberculosis upon application or hire, as appropriate and screened/tested annually thereafter.
Measure: Review monthly report DC4-782B for percentage of compliance of TST including results.
Standard: Achievement of outcome must meet one hundred percent (100%)
Reference: Procedure 401.015

b) **Inmate Tuberculosis Screening**

Outcome: All inmates are screened for Tuberculosis with the Tuberculosis Symptom Questionnaire "DC4-520C."
Measure: Documentation on the Tuberculosis Symptom Questionnaire "DC4-520 C" is complete.
Standard: Achievement of outcome must meet ninety-five percent (95%)
Reference: HSB 15.03.18

c) **Inmate Tuberculosis Skin Testing**

Outcome: Inmates with no history of a previous positive Tuberculosis Skin Test (TST) results will have TST per schedule outlined in Health Services Bulletin 15.03.18.
Measure: Documentation that scheduled TST's were noted on the Immunization record "DC4-710 A" results read in 48-72 hours and documented in millimeters (mm) of induration.
Standard: Achievement of outcome must meet ninety-five percent (95%)
Reference: HSB 15.03.18

24) **Infection Control Surveillance and Monitoring**

a) **Bloodborne Pathogens**

i. **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) **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

c) **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

d) **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

e) **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

f) **Bloodborne Pathogen Exposure**

i. **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

ii. **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

25) **Dialysis Services**

a) **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

b) **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

b. **MENTAL HEALTH SERVICES**

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

a) **Inmate Requests**

Outcome: Inmate-initiated requests are responded to in accordance with the timeframe specified in HSB 15.05.18 Outpatient Mental Health Services.
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.

b) **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 the timeframe specified in Procedure 404.001 Suicide and Self-Injury Prevention.
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. Procedure 404.001 Suicide and Self-Injury Prevention, Section (1) (b).

2) **Reception Center Services**

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

Outcome: If the inmate was taking psychotropic medication immediately prior to transfer from the county jail, the screening medical staff person arranges for continuity of such care, until such time as the inmate is seen by psychiatric staff.
Measure: Documentation on DC4-701A Medication Administration Record in the health record.
Standard: Achievement of outcome must meet one hundred percent (100%).
Reference: 15.05.17 Intake Mental Health Screening at Reception Centers, Section V. A.

b) **Psychiatry Referral – Past History**

Outcome: If the inmate received inpatient mental health care within the past six (6) months or received psychotropic medication for a mental health disorder in the past thirty (30) days, a psychiatric evaluation is completed within 10 days of referral.
Measure: Documentation on DC4-655 Psychiatric Evaluation in the health record.
Standard: Achievement of outcome must meet one hundred percent (100%).
Reference: HSB 15.05.17 Intake Mental Health Screening at Reception Centers Section V.A.; Procedure 401.014 Health Services Intake and Reception Process Section (3) (a-b).

c) **Intake Screening – Psychological Testing**

Outcome: Intake screening psychological testing is completed within the timeframes specified in HSB 15.05.17 Intake Mental Health Screening at Reception Centers, 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.

3) **Treatment Planning**

a) **Outpatient Individualized Service Plan**

Outcome: The initial individualized service plan is completed within the timeframe specified in HSB 15.05.11 for the inmate being assigned a mental health classification of S-2 or S-3.
Measure: Documentation on DC4-706 Health Services Profile, DC4-643A (Parts I, II, and III) Individualized Service Plan in the health record.
Standard: Achievement of outcome must meet ninety percent (90%).
Reference: HSB: 15.05.11 Planning and Implementation of Individualized Mental Health Services, Section V. A.

b) **Inpatient Individualized Service Plan**

Outcome: An Individualized Service Plan (ISP) is initiated and approved by the MDST within the respective timeframes specified in HSB 15.05.11 for 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

4) **Outpatient Mental Health Services**

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.

5) **Suicide and Self Injury Prevention**

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

Outcome: For inmates placed on Self-harm Observation Status, there is an order documented in the infirmary record by the attending clinician.
Measure: Documentation on DC4-714B Physician's Order Sheet in the infirmary health record.
Standard: Achievement of outcome must meet one hundred percent (100%).

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

b) **SHOS/IMR Observations**

Outcome: Observations are completed and recorded by nursing according to the interval specified by the Clinician.
Measure: Documentation on DC4-650
Standard: Achievement of outcome must meet one hundred percent (100%)
Reference: Health Service Bulletin 404.001 *Suicide and Self Injury Prevention;* Health Service Bulletin 15.05.05 *Inpatient Mental Health Services*

c) **Daily Counseling**

Outcome: Daily counseling by mental health staff (except weekend and holidays) is conducted and documented as a SOAP note.
Measure: Documentation on DC4-714A 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.

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

Outcome: Mental health staff evaluates relevant mental status and institutional adjustment as required by Procedure 404.001 Suicide and Self-Injury Prevention.
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.

6) **Inpatient Mental Health Services**

a) **Psychiatric Evaluation at Intake**

Outcome: All patients receive a psychiatric evaluation within the timeframes as specified in HSB 15.05.05 Inpatient Mental Health Services.
Measure: Documentation on DC4-655 Psychiatric Evaluation in the inpatient health record.
Standard: Achievement of outcome must meet one hundred percent (100%).
Reference: HSB 15.05.05 Inpatient Mental Health Services, Section IV. B. 4. g.

b) **Planned Scheduled Services**

Outcome: Out-of-cell structured therapeutic services are offered to each patient in a CSU, TCU and a CMHTF, in accordance with HSB 15.05.05 Inpatient Mental Health Services.

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: HSB 15.05.05 Inpatient Mental Health Services.

c) **Assessments**

Outcome: Nursing observations are documented in accordance with established policy.
Measure: Documentation on DC4-530, DC4-531, DC4-692, DC4-642
Standard: Achievement of outcome must meet ninety percent (90%)
Reference: Health Service Bulletin 15.05.05 *Inpatient Mental Health Services*

7) **Psychiatric Restraints**

a) **Physician Orders – Duration**

Outcome: Physician's orders document the maximum duration of the order for restraint.
Measure: Documentation on DC4-714B Physician's Order Sheet.
Standard: Achievement of outcome must meet one hundred percent (100%).
Reference: HSB 15.05.10 Inpatient Mental Health Services, Section XI. D.

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

Outcome: Pertinent observations and assessments are completed by nursing in accordance with established policy
Measure: Documentation on DC4-650A, DC4-642F, DC4-781J (restraint log)
Standard: Achievement of outcome must meet one hundred percent (100%)
Reference: HSB 15.05.10 *Psychiatric Restraint,* DC4-650A *Restraint Observation Checklist*, DC4-642F *Chronological Record of Inpatient Mental Health Care*

8) **Psychotropic Medication Management**

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

Outcome: A psychiatric evaluation is completed prior to initially prescribing psychotropics.
Measure: Documentation on DC4-655 Psychiatric Evaluation and by DC4-714B Physician's Order Sheet in the health record.
Standard: Achievement of outcome must meet one hundred percent (100%).
Reference: HSB 15.05.19 Psychotropic Medication Use Standards and Informed Consent, Section III. F.

b) **Informed Consent**

Outcome: Informed consent forms for psychotropic medications are completed.
Measure: Documentation by DC4-545 form series (Specific to psychotropic prescribed) in the health record.
Standard: Achievement of outcome must meet one hundred percent (100%).
Reference: HSB 15.05.19 Psychotropic Medication Use Standards and Informed Consent, Section III. I.

c) **Required Labs - Initial**

Outcome: Required laboratory tests are ordered for the initiation of psychotropic medication administration.
Measure: Documentation on DC4-714B Physician's Order Sheet in the health record.
Standard: Achievement of outcome must meet one hundred percent (100%).
Reference: HSB 15.05.19 Psychotropic Medication Use Standards and Informed Consent, Section III. F. 5.

9) **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.

10) **Confinement/Special Housing Services**

a) **Confinement Evaluations (S3)**

Outcome: Each inmate who is classified as S-3 and who is assigned to administrative or disciplinary confinement, protective management, or close management status receives a mental status examination within five days of assignment and every 30 days thereafter.
Measure: Documentation on DC4-642B Mental Health Screening Evaluation in the health record.
Standard: Achievement of standard must meet ninety five percent (95%).
Reference: HSB 15.05.08 Mental Health Services for Inmates who are Assigned to Confinement, Protective Management or Close Management Status, Section II. G.

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

Outcome: Each inmate who is classified as S-1 or S-2 and who is assigned to administrative or disciplinary confinement, protective management, or close management status receives a mental status examination within 30 days and every 90 days thereafter.
Measure: Documentation on DC4-642B Mental Health Screening Evaluation in the health record.
Standard: Achievement of standard must ninety five percent (95%).
Reference: HSB 15.05.08 Mental Health Services for Inmates who are Assigned to Confinement, Protective Management or Close Management Status, Section II. H.

c) **Confinement Rounds**

Outcome: Mental health staff performs weekly rounds in each confinement unit.
Measure: Documentation on DC6-229 Daily Record of Segregation.
Standard: Achievement of outcome must meet one hundred percent (100%).
Reference: HSB: 15.05.08 Mental Health Services for Inmates who are Assigned to Confinement, Protective Management or Close Management Status, Section II. D.

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

Outcome: The BRA is completed at the required intervals regardless of S-grade or housing assignment, including when the CM inmate is housed outside the CM unit in order to access necessary medical or mental health care.
Measure: Documentation on DC4-729 Behavioral Risk Assessment in the health record.
Standard: Achievement of outcome must meet ninety percent (90%).
Reference: FAC 33-601.800 Close Management

11) **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.

12) **Re-Entry Services**

Initiation of Re-entry Services

Outcome: All inmates with a mental health grade of S-2 through S-6 who are within 180 days of End of Sentence (EOS) have an updated Individualized Service Plan to address Discharge/Aftercare Planning.

Measure: Documentation on DC4-643A (Parts I, II, and III) Individualized Service Plan in the health record.
Standard: Achievement of outcome must meet one hundred percent (100%).
Reference: HSB: 15.05.21 Mental Health Re-Entry Aftercare Planning Services, Section VII. A.

c. **DENTAL SERVICES**

1) **Access to Dental Care**

a) **Outcome**: 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

b) **Outcome**: Dental sick call is conducted on a daily basis when the dentist is present to provide dental access to those inmates who cannot wait for a routine dental appointment and yet do not meet the criteria for emergency dental care. In the event the dentist is absent for more than seventy two (72) hours medical staff are to evaluate and triage the inmate according to established protocols.
Measure: Review available documentation such as the OBIS-HS computer system, inmate requests, DC4-724, Dental Treatment Record and DC4-701, Chronological Record of Health Care.
Standard: Achievement of outcome must meet One hundred percent (100%).
Reference: HSB15.04.13

2) **Wait Times**

a) **Initial Waiting Times for Routine Comprehensive Dental Care**

Outcome: The initial wait after request for routine comprehensive dental care does not exceed six (6) months for any inmate.
Measure: The amount of time between request for dental care and delivery of routine comprehensive dental care for all inmates. Review dental request logs and the DC4-724 Dental Treatment Record.
Standard: Achievement of outcome must meet or exceed ninety-five percent (95%).
Reference: HSB 15.04.13

b) **Wait time for Dental Appointments Between the First Appointment and Follow-Up Appointment**

Outcome: Inmate waiting times between dental appointments do not exceed three (3) months.
Measure: Review DC4-724, Dental Treatment Record.

Standard: Achievement of outcome must meet or exceed ninety-five percent (95%).
Reference: HSB 15.04.13

3) **Development of the Dental Treatment Plan for Routine Comprehensive Dental Care**

Outcome: A documented complete dental examination is done to develop an individualized Dental Treatment Plan.
Measure: Review DC4-734, Dental Health Questionnaire, DC4-764, Dental Diagnosis and Treatment Plan, DC4-724, Dental Treatment Record, and full mouth radiographs.
Standard: Achievement of outcome must meet one hundred percent (100*%).*
Reference: FAC Rule 33-402.101, HSB 15.04.13

4) **Oral Hygiene Treatment**

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

5) **Restorative Dentistry**

a) **Outcome**: Decay reaching the DEJ radiographically is diagnosed for restoration.
Measure: Review radiographs, DC4-764, Dental Diagnosis and Treatment Plan and DC4-724, Dental Treatment Record.
Standard: Achievement of outcome must meet one hundred percent (100%).
Reference: FAC Rule 33-402.101, HSB 15.04.13

b) **Outcome**: Restorations and bases are appropriate for the caries noted.
Measure: Review radiographs, DC4-764, Dental Diagnosis and Treatment Plan, DC4-724, Dental Treatment Record.
Standard: Achievement of outcome must meet one hundred percent (100%).
Reference: FAC Rule 33-402.101, HSB 15.04.13

6) **Endodontics**

a) **Outcome**: Anterior endodontic treatment is diagnosed if the tooth in question has adequate periodontal support and has a good prognosis of restorability and long term retention.
Measure: Review radiographs, DC4-764, Dental Diagnosis and Treatment Plan, DC4-724, Dental Treatment Record
Standard: Achievement of outcome must meet or exceed ninety five percent (95%).
Reference: FAC Rule 33-402.101, HSB 15.04.13

b) **Outcome**: Posterior endodontic treatment is diagnosed if the tooth is critical to arch integrity (there are no missing teeth in the quadrant or necessary as a partial denture abutment), has adequate periodontal support and has a good prognosis of restorability and long term retention.
Measure: Review radiographs, DC4-764, Dental Diagnosis and Treatment Plan, DC4-724, Dental Treatment Record.
Standard: Achievement of outcome must meet or exceed ninety five percent (95%).
Reference: FAC Rule 33-402.101, HSB 15.04.13

7) **Minor Periodontics**

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

8) **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

9) **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

10) **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

11) **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

12) **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

13) **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

14) **Dental Radiography**

a) **Outcome**: Each x-ray machine is registered through the State of Florida and the registration certificates are posted near the machines.
Measure: X-Ray machine registration certificates.
Standard: Achievement of outcome must meet one hundred percent (100%).
Reference: HSB 15.04.06, HSB 15.04.13, FAC Rule 64B5-9

b) **Outcome**: All x-ray machine operators are certified in dental radiology theory and technique in accordance with Florida Board of Dentistry Rules.
Measure: Dental Assistant radiology certificates.
Standard: Achievement of outcome must meet one hundred percent (100%).
Reference: HSB 15.04.06, HSB 15.04.13, FAC Rule 64B5-9

c) **Outcome**: Dental radiographs are of diagnostic quality.
Measure: Review radiographs, DC4-724, Dental Treatment Record.
Standard: Achievement of outcome must meet or exceed ninety five percent (95%).
Reference: HSB 15.04.06, HSB 15.04.13, FAC Rule 64B5-9

d. **MEDICATION MANAGEMENT/ PHARMACY SERVICES**

1) **Medication Therapy Review**

Outcome: All medications are dispensed for the appropriate diagnosis and in therapeutic dosage ranges as determined in the most current editions of Drug Facts and Comparisons, Physicians' Desk Reference, or the package insert or pursuant to an approved DER.
Measure: Review medication regimen therapy
Critical Standard: Achievement of outcome must be ninety-five percent (95%).
Reference: TI 15.14.04 app A; Procedure 403.007; HSB 15.05.19; 64B16-27.810 F.A.C.; 64B16-28.501 F.A.C.; 64B16-28.502 F.A.C.; 64B16-28.702 F.A.C.

2) **Medication Administration Review (MAR) 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) **Pharmacy Inspections**

Outcome: Deficiencies in previous Consultant Pharmacist Monthly Inspection Report are corrected.
Measure: Review monthly Consultant Pharmacist inspections
Critical Standard: Achievement of Outcome must be ninety percent (90%)
Reference: TI 15.14.04 app A; 64B16-28.501 F.A.C.; 64B16-28.502 F.A.C.; 64B16-28.702 F.A.C.; 465 F.S.

4) **Inventory control**

a) **Narcotics Control**

Outcome: Narcotic perpetual inventory are maintained.
Measure: Compare actual narcotic counts with perpetual inventory sheet.
Critical Standard: Achievement of Outcome must be one hundred percent (100%).
Reference: TI 15.14.04 app A; TI 15.14.04 app A; 465 F.S.

b) **Narcotic Key Control**

Outcome: Narcotic keys are controlled per HSB 15.14.04.
Measure: Review narcotic key control documents
Critical Standard: Achievement of Outcome must be one hundred percent (100%)
Reference: TI 15.14.04 app A; TI 15.14.04 app A; 465 F.S.

c) **Legend Drug Stock Control**

Outcome: Each legend drug stock item has a perpetual inventory system.
Measure: Compare actual counts with perpetual inventory sheets
Critical Standard: Achievement of Outcome must be ninety percent (90%)
Reference: TI 15.14.04 app A; TI 15.14.04 app A; 465 F.S.

NOTE: Should the Contractor be responsible for pharmaceutical services, the Contractor shall also be responsible for the achievement of the following performance standards:

5) **Dispensing requirements**

a) **New regular prescription orders.**

Outcome: All new regular prescriptions and orders are dispensed and delivered within twenty-four (24) hours or the next day from the time-of-order to time-of-receipt at the ordering Department Institution, excluding weekends and holidays.
Measure: Date-of-order as compared to date-of-receipt.
Critical Standard: Achievement of Outcome must be ninety-eight percent (98%)
Reference: HSB 15.14.03

b) **Refill prescription orders.**

Outcome: All refill prescriptions and orders are dispensed and delivered within forty-eight (48) hours or the second day from the time-of-order to time-of receipt at the ordering Department Institution, excluding weekends and holidays.
Measure: Date-of-order as compared to date-of-receipt.
Critical Standard: Achievement of Outcome must be ninety-eight percent (98%)
Reference: HSB 15.14.03

c) **New non-formulary prescriptions.**

Outcome: All new non-formulary prescriptions and orders are dispensed and delivered within forty-eight hours (48) or the second day from the time-of-order to time-of-receipt at the ordering Department Institution, excluding weekends and holidays, once an approved Drug Exception Request (DER) has been approved and received.
Measure: Date-of-order as compared to date-of-receipt.
Critical Standard: Achievement of Outcome must be ninety-eight percent (98%)
Reference: HSB 15.14.03

d) **Drug Exception Request (DER) for non-formulary drugs.**

Outcome: All non-formulary drugs have an approved Drug Exception Request (DER).
Measure: Review drug reports with approved Drug Exception Requests (DER)

Critical Standard: Achievement of Outcome must be ninety-five percent (95%)
Reference: HSB 15.14.03

e) **Stat Orders**

Outcome: STAT orders and prescriptions are administered from stock immediately. If not available, the prescription will be filled and administered within 4 hours.
Measure: Review STAT orders and prescriptions
Critical Standard: Achievement of Outcome must be one hundred percent (100%)
Reference: HSB 15.14.03

f) **Adherence to state and federal statutes, administration rules, and regulations**

Outcome: All prescriptions dispensed adhere 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

6) **Licenses and Drug Pedigree**

a) **Possession of Pharmacy Licenses**

Outcome: Possession and display of pharmacy licenses.
Measure: Document that pharmacy licenses are displayed
Critical Standard: Achievement of Outcome must be one hundred percent (100%)
Reference: TI 15.14.04 app A; 499.01212 F.S.; 64B16-28.501 F.A.C.; 64B16-28.502 F.A.C.; 64B16-28.702 F.A.C.; 465 F.S.

b) **Drug Pedigree**

Outcome: State of Florida drug pedigree requirements met (Florida Statutes 499-01212).
Measure: Document State of Florida drug pedigree requirement documented
Critical Standard: Achievement of Outcome must be one hundred percent (100%)
Reference: TI 15.14.04 app A; 499.01212 F.S.; 64B16-28.501 F.A.C.; 64B16-28.502 F.A.C.; 64B16-28.702 F.A.C.; 465 F.S.

e. **ADMINISTRATIVE RESPONSIBILITIES**

1) **Timely Submission of Corrective Action Plans**

Outcome: All Corrective Action Plans shall be timely submitted within timeframe in Section II., EE., .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.

2) **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) **Timely Submission of Required Reports**

Outcome: All required reports submitted in accordance with contractual requirements.
Measure: The date quarterly reports are received by the Contract Manager.
Standard: Achievement of Outcome must meet or exceed ninety five percent (95%).
Reference: Section II., BB., Reporting Requirements.

4) **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.

5) **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

6) **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

7) **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

8) **Staffing**

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.

9) **Quality Management**

a) **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.

b) **Mortality Review**

i. **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.

ii. **Autopsy**

Outcome: The institution requests an autopsy, if performed, from the Medical Examiner's Office and sends it to the Central Office Mortality

Review Coordinator. If an autopsy is not performed there should be a statement indicating the cause of death from the Medical Examiner.
Measure: The date the autopsy results or statement indicating the cause of death are received by the Central Office Mortality Review Coordinator.
Standard: Achievement of Outcome must be met one hundred percent (100%).
Reference: HSB 15.09.09.

10) **Information Technology**

a) **Data Exchanges**

Outcome: Proper transmission of data exchanges with related agencies and vendors.
Measure: Scheduled transfers to be verified by recipient.
Standard: Achievement of Outcome must be met one hundred percent (100%)

b) **Repeated Outages**

Outcome: There will be no instances of outages occurring for the same reason as a previously detected outage.
Measure: Repetition of unplanned outages or major problems.
Standard: 99% of unplanned outages will be resolved in such a way that the root cause of the problem is determined, and a fix is in place to prevent it from happening again in the same day.

c) **Recovery Time**

Outcome: Services will be returned to operation within performance target timeframe while still ensuring the outage will not reoccur in less than five minutes.
Measure: The amount of time from an unplanned outage of a service until the service is again available to its users. This shall be measured on a fiscal year basis.
Standard: In 98% of unplanned outages the service will be available in less than one hour after being reported as unavailable.

d) **Minimum Acceptable Monthly Service Availability**

Outcome: Services will be returned to operation within performance target timeframes.
Measure: The amount of time the Contractor's system is available for use outside schedule availability.
Standard: On a monthly basis, the systems are available for use a minimum of 99.99% of the time.

2. **Other Contract Requirements**

The Department shall monitor the Contractor's performance to ensure that all other terms and conditions of the Contract, not included in Section II., DD., 1., Performance Outcomes, Measures, and Standards, are complied with at all times by the Contractor.

Failure to comply with Other Contract Requirements will subject the Contractor to financial consequences per Section II., EE.,

EE. Financial Consequences

By execution of this Contract, the Contractor hereby acknowledges and agrees that its performance under the Contract shall meet the standards set forth in Section II., DD. 1.

Any assessment of Financial Consequences and/or subsequent payment thereof shall not affect the Contractor's obligation to provide services as required by this Contract.

The Department's Contract Manager will provide written notice to the Contractor's Representative of all Financial Consequences assessed accompanied by detail sufficient for justification of assessment.

The Contractor shall forward a cashier's check or money order to the Contract Manager, payable to the Department in the appropriate amount within forty (40) days of receipt of a written notice of demand for Financial Consequences due, or in the alternative, may issue a credit in the amount of the Financial Consequences due on the next monthly invoice following imposition of damages. Documentation of the amount of Financial Consequences assessed shall be included with the invoice, if issuing credit. Financial Consequences not paid within ninety-five (95) days of receipt of notice will be deducted from amounts then due the Contractor.

1. The financial consequences listed below are effective September 1, 2016.

   a. The Contractor shall pay the following sums per month for positions listed in **Attachment #2** (excluding those addressed in EE.1.b. below) that are vacant for more than 45 days.

      - $600.00 for Group I positions
      - $300.00 for Group II positions
      - $200.00 for Group III positions

   b. If for any facility in **Attachment #3**, the total hours provided is less than 90% of the contracted hours for the position groups below, the Contractor shall pay the following sums per month. The position groups are CNA, RN, LPN, Mental Health RN, Mental Health LPN, and Mental Health Professional.

      - $600.00 for Tier I facilities
      - $300.00 for Tier II facilities
      - $200.00 for Tier III facilities

   c. A position will not be considered vacant if it is filled for 90% of the full amount of approved hours by either permanent Contractor staff, temporary Contractor staff,

temporary staff hired through a staffing agency, or existing staff utilizing overtime hours.

2. Monitoring Performance Outcomes, Measures and Standards – Effective September 1, 2016, the Contractor's performance shall be monitored in accordance with Section II, FF. Should the Contractor fail to achieve compliance with the performance standards in a minimum of 80% of the applicable standards for each health services discipline (Medical, Mental Health, Dental, Pharmacy, and Administration), a reduction of the payment of the monthly invoice of $1000 per discipline per monitoring review will be assessed. This reduction will apply to each health services unit, including main units and annexes.

3. Failure to Cure Monitoring Findings – The Contractor is required to cure all monitoring findings in accordance with timelines outlined in the approved corrective action plan (CAP). For each monitoring finding that is not cured in accordance with the timelines outlined in the CAP, a reduction of the payment of the monthly invoice in the amount of $250 per finding shall be assessed.

FF. Monitoring Methodology

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

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

A Contract Monitoring Plan has been 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.

1. Monitoring Plan

The Department utilizes a risk-based approach to contract monitoring. The Office of Health Services conducts an annual risk assessment of all institutions, and assigns institutions to one of three Tiers based on the results of this risk assessment, as follows:

Tier I institutions – High risk; monitored quarterly, at a minimum
Tier II institution – Moderate risk; monitored twice per year
Tier III institutions – Low risk; monitored once per year

The contract monitoring plan is dynamic in that institutions can and will change their assigned Tier based on monitoring results and assessed risk factors.

2. 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 site visits, for the purpose of monitoring contract performance and compliance. The nature and frequency of these visits will be published in the Office of Health Services Monitoring Plan. Performance shall be measured beginning no sooner than the ninety-first (91st) day after services have been implemented.

   The Department will publish a monitoring report via an informal Contract communication in accordance with Section II., T., Communications.

   The Contractor will be provided through the monitoring report information-specific to any issue(s) of non-compliance. The Contractor will be given sixty (60) 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 thirty (30) days of the review.

   Corrective action shall be completed within the time frames set forth in the Monitoring Plan. Should the Contractor fail to cure an issue of non-compliance to the reasonable satisfaction of the Department, the Department reserves the right to seek damages it is entitled to under law and/or termination of this Contract.

   Notwithstanding the above, financial consequences shall be assessed as prescribed in Section II., EE.

3. 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.

4. Monitoring Other Contract Requirements

Monitoring for Other Contract Requirements, identified in Section II., DD., 2., will be conducted as determined necessary, but no less than annually, beginning no sooner than the ninety-first (91st) day after services have been implemented. A Contract Monitoring Plan will be developed by the Department's Office of Health Services. The Monitoring Plan 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 Plan 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 this Contract Implementation 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 in conjunction with the Monitoring Plan. 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 in the Monitoring Plan. 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 the assessment of financial consequences as specified in Section II., EE.

5. 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 the assessment of Financial Consequences, result in determination of Breach of Contract and/or termination of the Contract in accordance with Section VI., TERMINATION.

GG. Performance Guarantee

The Contractor shall furnish the Department with a Performance Guarantee in the amount of twenty-seven million dollars ($27,000,000.00) that shall be in effect yearly for a time frame equal to the term of the Contract.

The form of the guarantee shall be a bond, cashier's check, or money order made payable to the Department. In addition, an irrevocable direct draw letter of credit in the amount of $27,000,000 for the benefit of the Department, and from a financial institution acceptable to the Department, may also be used. The guarantee shall be furnished to the Contract Manager within thirty (30) days after execution of this Contract. No payments shall be made to the Contractor until the guarantee is in place and approved by the Department in writing. Upon renewal of the Contract, the Contractor shall provide proof that the performance guarantee has been renewed for the term of the Contract renewal. The performance bond shall specifically state that it will pay for any financial consequences 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.

HH. Deliverables

The following services or service tasks are identified as deliverables for the purposes of this Contract:

1. Appropriate health care services for inmates consisting of deliverables listed under Section II., DD., 1., Performance Outcomes, Measures, and Standards.
2. Reports as required in Section II., BB., Reporting Requirements.
3. Compliance with contract terms and conditions.

III. COMPENSATION

A. Payment

Compensation under this Contract shall consist of two components: reimbursement of actual expenses; and a percentage of actual expenses to cover administrative expenses. The amount of reimbursement for these components shall not exceed $267,968,000 annually.

1. Reimbursement for actual expenses – The Contractor shall be reimbursed for actual expenses incurred under this Contact, including but not limited to:

    - Salaries, wages and benefits for all staff assigned to this contract, including institutional staff, statewide/regional oversight staff and corporate oversight staff;
    - Inpatient and outpatient hospital expenses;
    - Physician's fees;
    - Therapeutic and diagnostic ancillary services;
    - Medical and office supplies;
    - Medical equipment;
    - Computer equipment;

- Licenses and permits;
- Non-formulary and emergency medications and therapeutics;
- Background checks; and
- Premium and retention costs of insurance.

Administrative Fee – The Contractor shall be reimbursed an administrative fee to cover corporate supports costs (including, but not limited to, oversight of recruiting, human resources, clinical operations/utilization management, payroll, and information technology) and profit. This administrative fee shall be calculated at 13.5% of the actual expenses outlined in Section III., A., 1., above.

Other costs that may be included in the Administrative Fee:

- Corporate office rents and facility cost;
- Corporate office supplies and maintenance;
- Corporate office telephone; and
- Corporate office equipment and cell phones.

Invoice Adjustments: In addition, adjustments to the monthly invoices shall include, but not be limited to, the following:

- A deduction for Department contract monitoring costs. This will be the Contractor's portion of statewide FDC monitoring costs, based on the percentage of total FDC inmates served under this contract.
- A deduction for income received from the fee schedule for services at Reception and Medical Center Hospital RMC Hospital, from Wexford Health Sources and Private Correctional Facilities, pursuant to Section II., B., 13.

Payment shall be subject to the timely submission and acceptance of all deliverables outlined in Section II., HH.

B. MyFloridaMarketPlace

1. Transaction Fee Exemption

The State of Florida has instituted MyFloridaMarketPlace, a statewide eProcurement System ("System"). Pursuant to section 287.057(22), Florida Statutes, all payments shall be assessed a Transaction Fee of one percent (1.0%), which the Contractor shall pay to the State, unless otherwise exempt pursuant to Rule 60A-1.032, F.A.C.

The Department has determined that payments to be made under this Contract are not subject to the MyFloridaMarketPlace Transaction Fee pursuant to Rule 60A-1.032(1), Florida Administrative Code (F.A.C).

2. Vendor Substitute W-9

The State of Florida Department of Financial Services (DFS) requires all vendors that do business with the state to electronically submit a Substitute W-9 Form to https://flvendor.myfloridacfo.com. Forms can be found at: https://flvendor.myfloridacfo.com/casappsp/cw9hsign.htm. Frequently asked questions/answers related to this requirement can be found at:

https://flvendor.myfloridacfo.com/W-9%2ofaqs.pdf. DFS is ready to assist vendors with additional questions. You may contact their Customer Service Desk at 850-413-5519 or FLW9@myfloridacfo.com.

C. Submission of Invoice(s)

The Contractor agrees to request compensation on a periodic basis for services rendered through submission to the Department of properly completed invoices covering all institutions/facilities serviced. The Contractor shall submit separate invoices for staffing costs, medical claims cost and all other costs. The invoice for staffing costs will be submitted bi-weekly based upon the payroll processing cycle. The invoices for medical claims cost will be submitted bi-weekly and all other costs will be submitted monthly within fifteen (15) days following the end of the month. The 13.5% administrative fee will be applied separately to each invoice submitted. The Contractor shall submit invoices pertaining to this Contract to the Contract Manager. Invoices will be reviewed and approved by the Contract Manager and then forwarded to the appropriate Financial Services' Office for further processing of payment. The Contractor's invoice shall include the Contractor's name, mailing address, and tax ID number/FEIN as well as the Contract Number and date services provided. Every invoice must be accompanied by the appropriate supporting documentation as indicated in Section III., D., Supporting Documentation for Invoice.

D. Supporting Documentation for Invoice

Invoices must be submitted in detail sufficient for a proper preaudit and postaudit thereof. **Invoices will only be approved after receipt of the following supporting documentation:**

1. Payroll register documenting the employee based cost, overtime, on call, and shift differential cost per employee per institution along with proof of payment. Time sheets may be required upon request by the Department.

2. Invoices for payroll benefits such as health insurance, dental insurance, workers compensation, unemployment compensation along with proof of payment such as cancelled checks or EFT report.

3. System-generated disbursement registers will be provided for all medical claims. Supporting documentation, such as CMS-1500 claim forms and proof of payment, will be supplied upon request by the Department.

4. System-generated disbursement registers will be provided for all other allowable expenditures. Supporting invoices and proof of payment will be supplied upon the request of the Department.

E. Official Payee

The name and address of the official payee to whom payment shall be made is as follows:

Centurion of Florida, LLC
P.O. Box 956883
St. Louis, MO 63195-6883

F. Travel Expenses

The Department shall not be responsible for the payment of any travel expense for the Contractor that occurs as a result of this Contract.

G. Contractor's Expenses

The Contractor shall pay for all licenses, permits, and inspection fees or similar charges required for this Contract, and shall comply with all laws, ordinances, regulations, and any other requirements applicable to the work to be performed under this Contract.

H. Annual Appropriation

The State of Florida's and the Department's performances and obligations to pay for services under this Contract are contingent upon an annual appropriation by the Legislature. The costs of services paid under any other Contract or from any other source are not eligible for reimbursement under this Contract.

I. Tax Exemption

The Department agrees to pay for contracted services according to the conditions of this Contract. The State of Florida does not pay federal excise taxes and sales tax on direct purchases of services.

J. Timeframes for Payment and Interest Penalties

Contractors providing goods and services to the Department should be aware of the following time frames:

1. Upon receipt, the Department has five (5) working days to inspect and approve the goods and services and associated invoice, unless this Contract specifies otherwise. The Department has twenty (20) days to deliver a request for payment (voucher) to the Department of Financial Services. The twenty (20) days are measured from the latter of the date the invoice is received or the goods or services are received, inspected, and approved.

2. If a payment is not available within forty (40) days, a separate interest penalty, as specified in Section 215.422, Florida Statutes, will be due and payable, in addition to the invoice amount, to the Contractor. However in the case of health services contracts, the interest penalty provision applies after a thirty-five (35) day time period to health care Contractors, as defined by rule. Interest penalties of less than one (1) dollar will not be enforced unless the Contractor requests payment. Invoices, which have to be returned to a Contractor because of Contractor preparation errors, may cause a delay of the payment. The invoice payment requirements do not start until the Department receives a properly completed invoice.

K. Final Invoice

The Contractor shall submit the final invoices for non-claim or litigation-related payment to the Department no more than forty-five (45) days after acceptance of the final deliverable by the Department or the end date of this Contract, whichever occurs last. If the Contractor fails to do so, all right to payment is forfeited, and the Department will not honor any request

submitted after aforesaid time period. Any payment due under the terms of the Contract may be withheld until all applicable deliverables and invoices have been accepted and approved by the Department.

L. Vendor Ombudsman

A Vendor Ombudsman has been established within the Department of Financial Services. The duties of this individual include acting as an advocate for vendors who may be experiencing problems in obtaining timely payment(s) from a state agency. The Vendor Ombudsman may be contacted by calling the Department of Financial Services' Toll Free Hotline.

M. Electronic Transfer of Funds

Contractors are encouraged to accept payments for work performed under this Contract by receiving Direct Deposit. To enroll in the State of Florida's Direct Deposit System the Contractor must complete a direct deposit form by contacting the Florida Department of Financial Services, Bureau of Accounting, Direct Deposit Section at http://www.myfloridacfo.com/aadir/direct_deposit_web/index.htm or by phone at (850) 413-5517.

N. Subcontract Approval

As stipulated in Section VII., N., Subcontracts, no payments shall be made to the Contractor until all subcontracts have been approved, in writing by the Department.

IV. CONTRACT MANAGEMENT

A. Department's Contract Manager

The Contract Manager for this Contract will be:

David Randall, Senior Management Analyst Supervisor
Office of Health Services-Administration
Florida Department of Corrections
501 South Calhoun Street
Tallahassee, Florida 32399-2500
Telephone: (850) 717-3279
Fax: (850) 922-6015
Email: Randall.David@mail.dc.state.fl.us

The Contract Manager will perform the following functions:

1. maintain a contract management file;
2. serve as the liaison between the Department and the Contractor;
3. evaluate the Contractor's performance;
4. direct the Contract Administrator to process all amendments, renewals, and termination of this Contract; and
5. evaluate Contractor performance upon completion of the overall Contract; this evaluation will be placed on file and will be considered if the Contract is subsequently used as a reference in future procurements.

The Contract Manager may delegate the following functions to the Local Contract Coordinator:

1. verify receipt of deliverables from the Contractor;
2. monitor the Contractor's performance; and
3. review, verify, and approve invoices from the Contractor.

The Local Contract Coordinator for this Contract will be:

Beverlyn Elliott, Operations Review Specialist
Office of Health Services-Administration
Florida Department of Corrections
501 South Calhoun Street
Tallahassee, Florida 32399-2500
Telephone: (850) 717-3289
Fax: (850) 487-8082
Email: elliott.beverlyn@mail.dc.state.fl.us

B. Department's Contract Administrator

The Contract Administrator for this Contract will be:

Operations Manager, Contract Administration
Bureau of Contract Management and Monitoring
Florida Department of Corrections
501 South Calhoun Street
Tallahassee, Florida 32399-2500
Telephone: (850) 717-3681
Fax: (850) 488-7189

The Contract Administrator will perform the following functions:

1. maintain the Contract administration file;
2. process all Contract amendments, renewals, and termination of the Contract; and
3. maintain official records of formal correspondence between the Department and the Contractor.

C. Contractor's Representative

The name, title, address, and telephone number of the Contractor's representative responsible for administration and performance under this Contract is:

Steven Wheeler, CEO
Centurion of Florida, LLC
1593 Spring Hill Road, Suite 610
Vienna, Virginia 22182
Telephone: (703) 7494600
Fax: (703) 749-1630
Email: swheeler@centurionmcare.com

D. Contract Management Changes

After execution of this Contract, any changes in the information contained in Section IV., CONTRACT MANAGEMENT, will be provided to the other party in writing and a copy of the written notification shall be maintained in both the Contract Manager's and Contract Administrator's files. The Contract Manager shall be responsible for ensuring that copies are provided to the Contract Administrator.

V. CONTRACT MODIFICATION

Unless otherwise stated herein, modifications to the provisions of this Contract, with the exception of Section II., V., 2., Add/Delete Institutions/Facilities for Services; Section III., C., Submission of Invoice(s); Section III., D., Supporting Documentation for Invoice; and Section IV., CONTRACT MANAGEMENT, shall be valid only through execution of a formal contract amendment. If cost increases occur as a result of any modification of the Contract, in no event may such increases result in the total compensation paid under the Contract exceeding the amount appropriated for this project.

A. Scope Changes After Contract Execution

During the term of the Contract, the Department may unilaterally require, by written order, changes altering, adding to, or deducting from the Contract specifications, provided that such changes are within the general scope of the Contract.

The Department may make an equitable adjustment in the Contract prices or delivery date if the change affects the cost or time of performance. Equitable adjustments may be made due to an award under competitive procurement or for changes in the standard of care, treatment modalities, pharmacy costs, patient base, consent or other court orders that materially impact the cost of providing services to the Contractor; such equitable adjustments require the written consent of the Contractor, which shall not be unreasonably withheld.

The Department shall provide written notice to the Contractor thirty (30) days in advance of any Department required changes to the technical specifications and/or scope of service that affect the Contractor's ability to provide the service as specified herein. Any changes that are other than purely administrative changes will require a formal contract amendment.

All changes will be conducted in a professional manner utilizing best industry practices. The Department expects changes to be made timely and within the prices proposed.

B. Other Requested Changes

In addition to changes pursuant to Section V., A., state or federal laws, rules, and regulations or Department rules and regulations may change. Such changes may impact Contractor's service delivery in terms of materially increasing or decreasing the Contractor's cost of providing services. There is no way to anticipate what those changes will be nor is there any way to anticipate the costs associated with such changes.

Either party shall have ninety (90) days from the date such change is implemented to request an increase or decrease in compensation or the applicant party will be considered to have waived this right. Full, written justification with documentation sufficient for audit will be required to authorize an increase in compensation. It is specifically agreed that any changes

to payment will be effective the date the changed scope of services is approved, in writing, and implemented.

If the parties are unable to negotiate an agreed-upon increase or decrease in rate or reimbursement, the Assistant Secretary of Health Services shall determine what the resultant change in compensation should be, based upon the changes made to the scope of services.

VI. TERMINATION

A. Termination at Will

This Contract may be terminated by either party at will, including due to an award under competitive procurement, upon no less than sixty (60) written calendar days' 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.

B. Termination Because of Lack of Funds

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

C. Termination for Cause

If a breach of this Contract occurs by the Contractor, which is left uncured after the expiration of thirty (30) days' written notice by the Department, the Department may, by written notice to the Contractor, terminate this Contract upon twenty-four (24) hours' notice. Notice shall be delivered by certified mail (return receipt requested), in-person with proof of delivery, or by another method of delivery whereby an original signature is obtained. If applicable, the Department may employ the default provisions in Chapter 60A-1, Florida Administrative Code. The provisions herein do not limit the Department's right to remedies at law or to damages.

D. Termination for Unauthorized Employment

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

VII. CONDITIONS

A. Records

1. Public Records Law

The Contractor agrees to: (a) keep and maintain public records that would ordinarily and necessarily be required by the Department to perform the contracted services; (b) allow public access to records in accordance with the provisions of Chapter 119 and Section 945.10, Florida Statutes; (c) ensure that public records that are exempt or confidential

and exempt from public records disclosure requirements are not disclosed except as authorized by law; (d) meet all requirements for retaining public records and transfer to the Department, at no cost, all public records in the Contractor's possession upon termination of the contract and destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. All records stored electronically must be provided to the Department in a format that is compatible with the Department's information technology systems. The Contractor's failure to comply with this provision shall constitute sufficient cause for termination of this Contract.

2. Audit Records

   a. The Contractor agrees to maintain books, records, and documents (including electronic storage media) in accordance with generally accepted accounting procedures and practices which sufficiently and properly reflect all revenues and expenditures of funds provided by the Department under this Contract, and agrees to provide a financial and compliance audit to the Department or to the Office of the Auditor General and to ensure that all related party transactions are disclosed to the auditor.

   b. The Contractor agrees to include all record-keeping requirements in all subcontracts and assignments related to this Contract.

3. Retention of Records

   The Contractor agrees to retain all client records, financial records, supporting documents, statistical records, and any other documents (including electronic storage media) pertaining to this Contract for a period of seven (7) years. The Contractor shall maintain complete and accurate record-keeping and documentation as required by the Department and the terms of this Contract. Copies of all records and documents shall be made available for the Department upon request. All invoices and documentation must be clear and legible for audit purposes. All documents must be retained by the Contractor at the address listed in Section IV., C., Contractor's Representative, or the address listed in Section III., E., Official Payee, for the duration of this Contract. Any records not available at the time of an audit will be deemed unavailable for audit purposes. Violations will be noted and forwarded to the Department's Inspector General for review. All documents must be retained by the Contractor at the Contractor's primary place of business for a period of seven (7) years following termination of the Contract, or, if an audit has been initiated and audit findings have not been resolved at the end of seven (7) years, the records shall be retained until resolution of the audit findings. The Contractor shall cooperate with the Department to facilitate the duplication and transfer of any said records or documents during the required retention period. The Contractor shall advise the Department of the location of all records pertaining to this Contract and shall notify the Department by certified mail within ten (10) days if/when the records are moved to a new location.

B. State Objectives

Within thirty (30) calendar days following award of the Contract, the Contractor shall submit plans addressing each of the State's four (4) objectives listed below, to the extent applicable to the items/services covered by this Contract.

(Note: Diversity plans and reporting shall be submitted to the 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.)

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

   The state is dedicated to fostering the continued development and economic growth of small, minority-, women-, and service-disabled veteran business enterprises. Participation by a diverse group of Vendors doing business with the state is central to this effort. To this end, it is vital that small, minority-, women-, and service-disabled veteran business enterprises participate in the state's procurement process as both Contractors and sub-contractors in this Contract. Small, minority-, women-, and service-disabled veteran business enterprises are strongly encouraged to contribute to this Contract.

   The Contractor shall submit documentation addressing diversity and describing the efforts being made to encourage the participation of small, minority-, women-, and service-disabled veteran business enterprises.

   Information on Certified -Minority Business Enterprises (CMBE) and Certified Service-Disabled Veteran Business Enterprises (CSDVBE) is available from the Office of Supplier Diversity http://dms.myflorida.com/other_programs/office_of_supplier_diversity_osd/.

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

2. Environmental Considerations: The State supports and encourages initiatives to protect and preserve our environment. If applicable, the Contractor shall provide a plan for reducing and or handling of any hazardous waste generated by Contractor's company. Reference Rule 62-730.160, Florida Administrative Code. It is a requirement of the Florida Department of Environmental Protection that a generator of hazardous waste materials that exceeds a certain threshold must have a valid and current Hazardous Waste Generator Identification Number. This identification number shall be submitted as part of Contractor's explanation of its company's hazardous waste plan and shall explain in detail its handling and disposal of this waste.

3. Prison Rehabilitative Industries and Diversified Enterprises, Inc. (PRIDE): The State supports and encourages the use of Florida correctional work programs. The Contractor agrees that any articles which are the subject of, or are required to carry out this Contract, shall be purchased from PRIDE, identified under Chapter 946, Florida Statutes, in the same manner and under the procedures set forth in Subsections 946.515(2) and (4), Florida Statutes. The Contractor shall be deemed to be substituted for the Department in dealing with PRIDE, for the purposes of this Contract. This clause is not applicable to subcontractors, unless otherwise required by law. Available products, pricing, and delivery schedules may be obtained by contacting PRIDE.

4. Products Available from the Blind or Other Handicapped (RESPECT): The State/Department supports and encourages the gainful employment of citizens with disabilities. It is expressly understood and agreed that any articles that are the subject of, or required to carry out this Contract shall be purchased from a nonprofit agency for the blind or for the severely handicapped that is qualified pursuant to Chapter 413, Florida Statutes, in the same manner and under the same procedures set forth in Section 413.036(1) and (2), Florida Statutes; and for purposes of this Contract the person, firm, or other business entity carrying out the provisions of this Contract shall be deemed to be substituted for this agency insofar as dealings with such qualified nonprofit agency are concerned." Additional information about the designated nonprofit agency and the products it offers is available at http://www.respectofflorida.org.

C. Prison Rape Elimination Act (PREA)

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

D. Procurement of Materials with Recycled Content

It is expressly understood and agreed that any products or materials, which are the subject of or are required to carry out this Contract, shall be procured in accordance with the provisions of Section 403.7065, Florida Statutes.

E. Sponsorship

If the Contractor is a nongovernmental organization which sponsors a program financed partially by State funds, including any funds obtained through this Contract, it shall, in publicizing, advertising, or describing the sponsorship of the program, state: "Sponsored by Centurion of Florida, LLC, and the 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.

F. Employment of Department Personnel

The Contractor shall not knowingly engage in this project, on a full-time, part- time, or other basis during the period of this Contract, any current or former employee of the Department where such employment conflicts with Section 112.3185, Florida Statutes.

G. Non-Discrimination

No person, on the grounds of race, creed, color, national origin, age, gender, marital status, or disability, shall be excluded from participation in, be denied the proceeds or benefits of, or be otherwise subjected to discrimination in the performance of this Contract.

H. Americans with Disabilities Act

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

I. Contractors Acting as an Agent of the State

In the Contractor's performance of its duties and responsibilities under this Contract, the Contractor shall, at all times, act and perform as an agent of the Department, but not as an employee of the Department. The Department shall neither have nor exercise any control or direction over the methods by which the Contractor shall perform its work and functions other than as provided herein. Nothing in this Contract is intended to, nor shall be deemed to constitute, a partnership or joint venture between the parties.

J. Indemnification for Contractors Acting as an Agent of the State

The Contractor shall be liable, and agrees to be liable for, and shall indemnify, defend, and hold the Department, its employees, agents, officers, heirs, and assignees harmless from any and all claims, suits, judgments, or damages including court costs and attorney's fees arising out of intentional acts, negligence, or omissions by the Contractor, or its employees or agents, in the course of the operations of this Contract, including any claims or actions brought under Title 42 USC §1983, the Civil Rights Act, up to the limits of liability set forth in Section 768.28, Florida Statutes.

K. Contractor's Insurance for Contractors Acting as an Agent of the State

The Contractor warrants that it is and shall remain for the term of this Contract, in compliance with the financial responsibility requirements of Section 458.320, Florida Statutes, and is not entitled to, and shall not claim, any exemption from such requirements. The Contractor also warrants that funds held under Section 458.320, Florida Statutes, are available to pay claims against the State in accordance with Section VII., J., Indemnification for Contractors Acting as an Agent of the State.

Centurion shall maintain, at its expense, the established levels of insurance as shown below for Workers' Compensation, Professional Liability, Comprehensive General Liability and Property Insurance.

- Workers' Compensation: statutory
- Professional Liability: $2,000,000 per occurrence and $6,000,000 in the aggregate annually

- Comprehensive General Liability: $2,000,000 per occurrence and $6,000,000 in the aggregate annually

Insurance certificate shall identify the Agreement and contain provisions that coverage afforded under the policies shall not be canceled, terminated or materially altered. All insurance certificates will provide coverage to the Department as an additional insured.

Upon the execution of this Contract, the Contractor shall furnish the 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.

Centurion shall ensure that all subcontractors performing healthcare services under this Agreement meet the insurance requirements listed in this Section.

L. Disputes

Any dispute concerning performance of this Contract shall be resolved informally by the Contract Manager. Any dispute that cannot be resolved informally shall be reduced to writing and delivered to the Department's Assistant Secretary for Health Services. The Assistant Secretary for Health Services or designee shall decide the dispute, reduce the decision to writing, and deliver a copy to the Contractor, the Contract Manager, and the Contract Administrator.

M. Copyrights, Right to Data, Patents and Royalties

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

The Department shall have unlimited rights to use, disclose or duplicate, for any purpose whatsoever, all information and data developed, derived, documented, or furnished by the Contractor under this Contract. All computer programs and other documentation produced as part of this Contract shall become the exclusive property of the State of Florida, Department of State, with the exception of data processing software developed by the Department pursuant to Section 119.083, Florida Statutes, and may not be copied or removed by any employee of the Contractor without express written permission of the Department.

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

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

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

N. Subcontracts

The Contractor is fully responsible for all work performed under this Contract. The Contractor may, upon receiving written consent from the Department's Contract Manager, enter into written subcontract(s) for performance of certain of its functions under this Contract. No subcontract, which the Contractor enters into with respect to performance of any of its functions under this Contract, shall in any way relieve the Contractor of any responsibility for the performance of its duties. All 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. All subcontractors shall meet the insurance and indemnification requirements set forth herein,

If a subcontractor is utilized by the Contractor, the Contractor shall pay the subcontractor within seven (7) working days after receipt of full or partial payments from the Department, in accordance with Section 287.0585, Florida Statutes. It is understood and agreed that the Department shall not be liable to any subcontractor for any expenses or liabilities incurred under the subcontract and that the Contractor shall be solely liable to the subcontractor for all expenses and liabilities under this Contract. Failure by the Contractor to pay the subcontractor within seven (7) working days will result in a penalty to be paid by the Contractor to the subcontractor in the amount of one-half (½) of one percent (1%) of the amount due per day from the expiration of the period allowed herein for payment. Such penalty shall be in addition to actual payments owed and shall not exceed fifteen percent (15%) of the outstanding balance due.

O. Assignment

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

P. Force Majeure

Neither party shall be liable for loss or damage suffered as a result of any delay or failure in performance under this Contract or interruption of performance resulting directly or

indirectly from acts of God, 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.

Q. Substitution of Key Personnel

In the event the Contractor desires to substitute any key personnel, either permanently or temporarily, the Department shall have the right to approve or disapprove the desired personnel change in advance in writing.

R. Severability

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

S. 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.

T. Verbal Instructions

No negotiations, decisions, or actions shall be initiated or executed by the Contractor as a result of any discussions with any Department employee. Only those communications that are in writing from the Department's staff identified in Section IV., CONTRACT MANAGEMENT, of this Contract shall be considered a duly authorized expression on behalf of the Department. Only communications from the Contractor's Representative identified in Section IV., C., which are in writing and signed, will be recognized by the Department as duly authorized expressions on behalf of the Contractor.

U. Conflict of Interest

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

The Contractor shall have no interest and shall not acquire any interest that shall conflict in any manner or degree with the performance of the services required under this Contract.

V. Department of State Licensing Requirements

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

W. MyFloridaMarketPlace Vendor Registration

All vendors that have not registered with the State of Florida shall go to http://vendor.myfloridamarketplace.com/ to complete on-line registration, or call 1-866-352-3776 for assisted registration.

X. Public Entity Crimes Information Statement

A person or affiliate who has been placed on the Convicted Vendor List following a conviction for a public entity crime may not submit a bid or proposal to provide any goods or services to a public entity, may not submit a bid or proposal to a public entity for the construction or repair of a public building or public work, may not submit bids or proposals for leases of real property to a public entity, may not be awarded or perform work as a Contractor, supplier, subcontractor, or consultant under a contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017, Florida Statutes, for Category Two for a period of thirty-six (36) months from the date of being placed on the Convicted Vendor List.

Y. Discriminatory Vendors List

An entity or affiliate who has been placed on the Discriminatory Vendors List may not submit a bid or proposal to provide goods or services to a public entity, may not submit a bid or proposal with a public entity for the construction or repair of a public building or public work, may not submit bids or proposals on leases of real property to a public entity, may not perform work as a Contractor, supplier, subcontractor or consultant under a Contract with any public entity, and may not transact business with any public entity.

Z. 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.

AA. Governing Law and Venue

This Contract is executed and entered into in the State of Florida and shall be construed, performed, and enforced in all respects in accordance with the laws, rules, and regulations of the State of Florida. Any action hereon or in connection herewith shall be brought in Leon County, Florida.

BB. No Third Party Beneficiaries

Except as otherwise expressly provided herein, neither this Contract, nor any amendment, addendum or exhibit attached hereto, nor term, provision or clause contained therein, shall be construed as being for the benefit of, or providing a benefit to, any party not a signatory hereto.

CC. Health Insurance Portability and Accountability Act

The Contractor shall comply with the Health Insurance Portability and Accountability Act of 1996 (HIPAA) (42 U. S. C. 1320d-8) and all applicable regulations promulgated thereunder. Agreement to comply with HIPAA is evidenced by the Contractor's execution of this Contract, which includes and incorporates **Attachment #1**, Business Associate Agreement, as part of this Contract.

In addition to complying with HIPAA requirements, the Contractor shall not disclose any information concerning inmates, specifically concerning inmate transfers/referrals, to parties outside the Department.

DD. Reservation of Rights

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

EE. 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 terns and conditions contained herein. The Department shall not be a party to any transaction between the Contractor and any other purchaser.

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

FF. Cooperation with Inspector General

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

Waiver of breach of any provision of this Contract shall not be deemed to be a waiver of any other breach and shall not be construed to be a modification of the terms of this Contract.

This Contract contains all the terms and conditions agreed upon by the parties

IN WITNESS THEREOF, the parties hereto have caused this Contract to be executed by their undersigned officials as duly authorized.

CONTRACTOR:
CENTURION OF FLORIDA, LLC

SIGNED BY: _____

NAME: Steven H. Wheeler

TITLE: CEO

DATE: 1/29/16

FEID #: 81-0687470

FLORIDA DEPARTMENT OF CORRECTIONS

SIGNED BY: _____

NAME: Julie L. Jones

TITLE: **Secretary**
Department of Corrections

DATE: 1/29/16

Approved as to form and legality, subject to execution.

SIGNED BY: _____

NAME: Kenneth S. Steely

TITLE: **General Counsel**
Department of Corrections

DATE: 1/29/16

BUSINESS ASSOCIATE AGREEMENT

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

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

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

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

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

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

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

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

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

1. **Definitions**

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

2. **Confidentiality Requirements**

A. Contractor agrees to use and disclose Protected Health Information that is disclosed to it by the Department solely for meeting its obligations under its agreements with the Department, in accordance with the terms of this agreement, the Department's established policies rules, procedures and requirements, or as required by law, rule or regulation.

B. In addition to any other uses and/or disclosures permitted or authorized by this Agreement or required by law, Contractor may use and disclose Protected Health Information as follows:

(1) if necessary for the proper management and administration of the Contractor and to carry out the legal responsibilities of the Contractor, provided that any such disclosure is required by law or that Contractor obtains reasonable assurances from the person to whom the information is disclosed that it will be held confidentially and used or further disclosed only as required by law or for the purpose for which it was disclosed to the person, and the person notifies Contractor of any instances of which it is aware in which the confidentiality of the information has been breached;

(2) for data aggregation services, only if to be provided by Contractor for the health care operations of the Department pursuant to any and all agreements between the Parties. For purposes of this Agreement, data aggregation services means the combining of protected health information by Contractor with the protected health information received by Contractor in its capacity as a Contractor of another covered entity, to permit data analyses that relate to the health care operations of the respective covered entities.

(3) Contractor may use and disclose protected health information that Contractor obtains or creates only if such disclosure is in compliance with every applicable requirement of Section 164.504(e) of the Privacy relating to Contractor contracts. The additional requirements of Subtitle D of the HITECH Act that relate to privacy and that are made applicable to the Department as a covered entity shall also be applicable to Contractor and are incorporated herein by reference.

C. Contractor will implement appropriate safeguards to prevent use or disclosure of Protected Health Information other than as permitted in this Agreement. Further, Contractor shall implement administrative, physical, and technical safeguards that reasonably and appropriately protect the confidentiality, integrity, and availability of Electronic Protected Health Information that it creates, receives, maintains, or transmits on behalf of the Department. The Secretary of Health and Human Services and the Department shall have the right to audit Contractor's records and practices related to use and disclosure of Protected Health Information to ensure the Department's compliance with the terms of the HIPAA Privacy Rule and/or the HIPAA Security Rule.

Further, Sections 164.308 (administrative safeguards). 164.310 (physical safeguards), 164.312 (technical safeguards), and 164.316 (policies and procedures and documentation requirements) of the Security Rule shall apply to the Contractor in the same manner that such sections apply to the Department as a covered entity. The additional requirements of the HITECH Act that relate to security and that are made applicable to covered entities shall be applicable to Contractor and are hereby incorporated by reference into this BA Agreement.

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

Such report shall notify the Department of:

1) any Use or Disclosure of protected health information (including Security Incidents) not permitted by this Agreement or in writing by the Department;

2) any Security Incident;

3) any Breach, as defined by the HITECH Act; or

4) any other breach of a security system, or like system, as may be defined under applicable State law (Collectively a "Breach").

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

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

1) Identify the nature of the non-permitted or prohibited access, use, or disclosure, including the nature of the Breach and the date of discovery of the Breach.

2) Identify the protected health information accessed, used or disclosed, and provide an exact copy or replication of that protected health information.

3) Identify who or what caused the Breach and who accessed, used, or received the protected health information.

4) Identify what has been or will be done to mitigate the effects of the Breach; and

5) Provide any other information, including further written reports, as the Department may request.

E. In accordance with Section 164.504(e)(1)(ii) of the Privacy Rule, each party agrees that if it knows of a pattern of activity or practice of the other party that constitutes a material breach of or violation of the other party's obligations under the BA Agreement, the non-breaching party will take reasonable steps to cure the breach or end the violation, and if such steps are unsuccessful, terminate the contract or arrangement if feasible. If termination is not feasible, the party will report the problem to the Secretary of Health and Human Services (federal government).

F. Contractor will ensure that its agents, including a subcontractor, to whom it provides Protected Health Information received from, or created by Contractor on behalf of the Department, agree to the same restrictions and conditions that apply to Contractor, and apply reasonable and appropriate safeguards to protect such information. Contractor agrees to designate an appropriate individual (by title or name) to ensure the obligations of this agreement are met and to respond to issues and requests related to Protected Health Information. In addition, Contractor agrees to take other reasonable steps to ensure that its employees' actions or omissions do not cause Contractor to breach the terms of this Agreement.

G. Contractor shall secure all protected health information by a technology standard that renders protected health information unusable, unreadable, or indecipherable to unauthorized individuals and is developed or endorsed by a standards developing organization that is accredited by the American National Standards Institute and is consistent with guidance issued by the Secretary of Health and Human Services specifying the technologies and methodologies that render protected health information unusable, unreadable, or indecipherable to unauthorized individuals, including the use of standards developed under Section 3002(b)(2)(B)(vi) of the Public Health Service Act, pursuant to the HITECH Act, 42 U.S.C.A. § 300jj-11, unless the Department agrees in writing that this requirement is infeasible with respect to particular data. These security and protection standards shall also apply to any of Contractor's agents and subcontractors.

H. Contractor agrees to make available Protected Health Information so that the Department may comply with individual rights to access in accordance with Section 164.524 of the HIPAA Privacy Rule. Contractor agrees to make Protected Health Information available for amendment and incorporate any amendments to Protected Health Information in accordance with the requirements

of Section 164.526 of the HIPAA Privacy Rule. In addition, Contractor agrees to record disclosures and such other information necessary, and make such information available, for purposes of the Department providing an accounting of disclosures, as required by Section 164.528 of the HIPAA Privacy Rule.

I. The Contractor agrees, when requesting Protected Health Information to fulfill its contractual obligations or on the Department's behalf, and when using and disclosing Protected Health Information as permitted in this contract, that the Contractor will request, use, or disclose only the minimum necessary in order to accomplish the intended purpose.

3. **Obligations of Department**

A. The Department will make available to the Business Associate the notice of privacy practices (applicable to offenders under supervision, not to inmates) that the Department produces in accordance with 45 CFR 164.520, as well as any material changes to such notice.

B. The Department shall provide Business Associate with any changes in, or revocation of, permission by an Individual to use or disclose Protected Health Information, if such changes affect Business Associate's permitted or required uses and disclosures.

C. The Department shall notify Business Associate of any restriction to the use or disclosure of Protected Health Information that impacts the business associate's use or disclosure and that the Department has agreed to in accordance with 45 CFR 164.522 and the HITECH Act.

4. **Termination**

A. Termination for Breach - The Department may terminate this Agreement if the Department determines that Contractor has breached a material term of this Agreement. Alternatively, the Department may choose to provide Contractor with notice of the existence of an alleged material breach and afford Contractor an opportunity to cure the alleged material breach. In the event Contractor fails to cure the breach to the satisfaction of the Department, the Department may immediately thereafter terminate this Agreement.

B. Automatic Termination - This Agreement will automatically terminate upon the termination or expiration of the original contract between the Department and the Contractor.

C. Effect of Termination

(1) Termination of this agreement will result in termination of the associated contract between the Department and the Contractor.

(2) Upon termination of this Agreement or the contract, Contractor will return or destroy all PHI received from the Department or created or received by Contractor on behalf of the Department that Contractor still maintains and retain no copies of such PHI; provided that if such return or destruction is not feasible, Contractor will extend the protections of this Agreement to the PHI and limit further uses and disclosure to those purposes that make the return or destruction of the information infeasible.

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

6. **Interpretation** - Any ambiguity in this Agreement shall be resolved to permit the Department to comply with the HIPAA Privacy Rule and/or the HIPAA Security Rule.

7. **Indemnification** – The Contractor shall be liable for and agrees to be liable for, and shall indemnify, defend, and hold harmless the Department, its employees, agents, officers, and assigns from any and all claims, suits, judgments, or damages including court costs and attorneys' fees arising out or in connection with any non-permitted or prohibited Use or Disclosure of PHI or other breach of this Agreement, whether intentional, negligent or by omission, by Contractor, or any sub-contractor of Contractor, or agent, person or entity under the control or direction of Contractor. This indemnification by Contractor includes any claims brought under Title 42 USC §1983, the Civil Rights Act.

8. **Miscellaneous** - Parties to this Agreement do not intend to create any rights in any third parties. The obligations of Contractor under this Section shall survive the expiration, termination, or cancellation of this Agreement, or any and all other contracts between the parties, and shall continue to bind Contractor, its agents, employees, Contractors, successors, and assigns as set forth herein for any PHI that is not returned to the Department or destroyed.

CONTRACTOR:
CENTURION OF FLORIDA, LLC

SIGNED BY: Steven H. Wheeler

NAME: Steven H. Wheeler

TITLE: CEO

DATE: 8/1/16

CONTRACT #C2869
Attachment #2

GROUP I II AND III POSITIONS

Group I	Group II	Group III
DENTAL DIRECTOR	LPN	DATA ENTRY OPERATOR F/C
DENTIST	BEHAVIORAL HEALTH SPECIALIST	CLERK TYPIST SPECIALIST F/C
PSYCHIATRIST	SENIOR BEHAVIORAL ANALYST/ MENTAL HEALTH PRACTITIONER	DENTAL ASSISTANT - F/C
PSYCHOLOGIST	DENTAL HYGIENIST	HEALTH SUPPORT TECHNICIAN-F/C
PSYCHOLOGICAL SERVICES DIRECTOR	MEDICAL RECORDS SUPERVISOR/HIS	HEALTH INFORMATION SPECIALIST F/C
ADVANCED REGISTER NURSE PRACTITIONER (MH)	MENTAL HEALTH TECHNICIAN	MENTAL HEALTH CLERK
PHYSICIANS ASSISTANT (MH)	PHARMACY TECHNICIAN	SECRETARY SPECIALIST
MENTAL HEALTH DIRECTOR	MASTER SOCIAL WORKER	SENIOR CLERK F/C
MENTAL HEALTH REGISTERED NURSE	LABORATORY TECHNICIAN	ADMINISTRATIVE ASSISTANT
HEALTH SERVICES ADMINISTRATOR	MENTAL HEALTH INTERN	DATA ENTRY CLERK
REGISTERED NURSE	CLINICAL COORDINATOR	CERTIFIED NURSING ASSISTANT
ADVANCED REGISTER NURSE PRACTITIONER/ PHYSICIANS ASSISTANT (Med)	QUALITY ASSURANCE COORDINATOR - RMCH	MEDICAL RECORDS CLERK
PHYSICIAN	DIRECTOR OPERATIONS - RMCH	STAFF ASSISTANT
PHYSICIAN - HOSPITALIST	ASSOCIATE REGIONAL MEDICAL DIRECTOR	SCHEDULER
MEDICAL DIRECTOR/CHO	LABORATORY MANAGER	INVENTORY COORDINATOR
UM - MEDICAL DIRECTOR	LEAD INVENTORY COORDINATOR - RMCH	CLERK
DIRECTOR OF NURSING	MEDICAL TECHNICIAN - INF/CHEMO	ACTIVITY TECHNICIAN
ORAL SURGEON	RESPIRATORY THERAPIST	INPATIENT SUPERVISOR
OPTOMETRIST	RN - EDUCATION	LABORATORY ASSISTANT
PHARMACIST - REGIONAL OR DIRECTOR	RN - INFUSION/CHEMOTHERAPY	MEDICAL BILLING CLERK
RADIOLOGY MANAGER	X-RAY TECHNICIAN	PATIENT SITTER
CLINICAL RISK MANAGER	NURSE MANAGER	RE-ENTRY SERVICES CASE MANAGER
		TRANSCRIPTIONIST
		PHLEBOTOMIST

CONTRACT #C2869
Attachment #3

TIER I II AND III FACILITIES

	Region I	Region II	Region III
Tier I	Apalachee	Columbia	Central Florida Reception Center
	Jefferson	Florida Women's Reception Center	Lake
	Northwest Florida Reception Center	Lowell	
	Santa Rosa	Reception and Medical Center	
	Taylor	Suwannee	
		Tomoka	
		Union	
Tier II	Calhoun	Baker Re-Entry	Hernando
	Century	Cross City	Sumter
	Franklin	Florida State Prison	Zephyrhills
	Gulf	Hamilton	
	Jackson	Marion	
	Liberty	Mayo	
	Wakulla		
Tier III	Gadsden Re-Entry	Baker	Avon Park
	Holmes	Lancaster	Polk
	Okaloosa	Lawtey	
	Walton	Madison	
		Putnam	