

IN THE CIRCUIT COURT OF THE
SEVENTEENTH JUDICIAL CIRCUIT IN
AND FOR BROWARD COUNTY

CASE NO.:

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

**IMMEDIATE HEARING REQUESTED
PURSUANT TO FLA. STAT. § 119.11(1)**

Plaintiff,

vs.

CENTURION OF FLORIDA, LLC; and
MHM HEALTH PROFESSIONALS, LLC.

Defendants.

**COMPLAINT AND PETITION FOR
WRIT OF MANDAMUS**

1. Plaintiff, HUMAN RIGHTS DEFENSE CENTER (“HRDC” or “Plaintiff”), brings this action against Defendants CENTURION OF FLORIDA, LLC (“Centurion”) and MHM HEALTH PROFESSIONALS, LLC (“MHM”) (collectively “Defendants”) to enforce Florida’s Public Records Law.

I. JURISDICTION AND VENUE

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

3. Venue is appropriate in Broward County pursuant to Fla. Stat. § 47.051, as both Defendants’ Registered Agents are located within the county.

II. PARTIES

4. The Human Rights Defense Center is a not-for-profit charitable organization recognized under § 501(c)(3) of the Internal Revenue Code, incorporated in the state of Washington and with principal offices in Lake Worth, Florida.

5. Defendant Centurion of Florida, LLC is a subsidiary of Centene Corporation,¹ principally located in Virginia and registered in the state of Florida. Centurion contracted with the Florida Department of Corrections (“FDOC”) to provide medical care to prisoners from 2016 to the present. When providing medical care for prisoners committed to FDOC, the Defendant stands in the shoes of the FDOC and is a public agency under Florida’s Public Records Act, Section 119.011(2), Florida Statutes.

6. Defendant MHM Health Professionals, LLC is a wholly-owned subsidiary of MHM Services, Inc., which itself is also wholly-owned by Centene Corporation.² MHM Health Professionals, LLC is responsible for the provision of staffing services related to Centurion’s contract with FDOC.

III. FACTS

A. Plaintiff’s Background and Mission

7. For more than 29 years, HRDC’s mission has been public education, advocacy and outreach on behalf of, and for the purpose of assisting, prisoners who seek legal redress for infringements of their constitutionally guaranteed and other basic human rights. HRDC’s mission, if realized, has a salutary effect on public safety.

8. To accomplish its mission, HRDC publishes and distributes books, magazines, and other information containing news and analysis about prisons, jails and other detention

¹ See Olivia Hitchcock, *Man dies three years into life sentence for Wellington-area murder*, The Palm Beach Post (Sept. 20, 2019), <https://www.palmbeachpost.com/news/20190920/man-dies-three-years-into-life-sentence-for-wellington-area-murder> (last accessed: Dec. 6, 2019).

² Centene acquired MHM Services, Inc. in April 2018. Under the terms of this agreement, Centene also acquired 49% of Centurion—a “correctional healthcare services joint venture between Centene and MHM [Services, Inc.]”. See Form 10-K Annual Report SEC filing of Centene, <https://investors.centene.com/node/23816/html> (last accessed: Dec. 6, 2019).

facilities, prisoners' rights, court rulings, management of prison facilities, prison conditions, and other matters pertaining to the rights and/or interests of incarcerated individuals.

9. HRDC publishes and distributes an award-winning monthly magazine titled *Prison Legal News: Dedicated to Protecting Human Rights*, which contains news and analysis about prisons, jails, and other detention facilities, prisoners' rights, court opinions, management of prison facilities, prison conditions, and other matters pertaining to the rights and/or interests of incarcerated individuals. HRDC also publishes and distributes *Criminal Legal News*, which is focused on criminal law and procedure and policing issues, as well as dozens of different books about the criminal justice system, legal reference books, and self-help books of interest to prisoners.

10. In furtherance of its mission, and to facilitate its reporting on issues pertaining to the criminal justice system and incarceration, HRDC routinely requests access to public records from municipal, state, and federal agencies across the country, as well as from the private entities employed by, contracting with, or acting as agents on behalf of municipal, state, and federal authorities.

B. Centurion's Contract with the State

11. On January 29, 2016, Centurion contracted with the state of Florida to provide medical services to prisoners incarcerated within FDOC prison facilities, beginning on February 1, 2016.

12. In return for these services, the state originally agreed to compensate Centurion up to \$267,968,000 annually. In 2018 the contract was renewed, providing for revenues of \$1.5 billion to Centurion under terms which guarantee it a profit.³

³ Drew Wilson, *DOC says aging inmates, mental health are driving up health care costs*, Florida Politics (Feb. 13, 2019), <https://floridapolitics.com/archives/288246-doc-says-aging-inmates-> (footnote continued)

13. As part of the contract, Centurion agreed to, *inter alia*, “keep and maintain public records required by the Department in order to perform the service” and “upon request from the Department's custodian of public records, provide the Department with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in this chapter or as otherwise provided by law.” A copy of the contract between Centurion and FDOC, as amended, is attached to this Complaint as Exhibit 1.

14. Centurion has subcontracted with MHM to provide medical services due under the Contract with FDOC.

C. HRDC’s Public Records Requests to Defendants, FDOC, and FDMS

15. Dr. Jose Rafael Rodriguez, M.D. is the Chief Health Officer at the Lowell Correctional Institution and the Florida Women’s Reception Center, two prisons run by FDOC. Dr. Rodriguez is an employee of Centurion and/or MHM.

16. On or about August 1, 2019, the Human Rights Defense Center (“HRDC”) requested certain public records from Centurion. HRDC requested copies of the following:

- 1) The personnel file for Dr. Jose Rafael Rodriguez, M.D., (“Dr. Rodriguez”) Medical Director – Chief Health Officer at Lowell Correctional Institution (Main and Annex) and Florida Women’s Reception Center; and
- 2) [All records showing any disciplinary history for Dr. Rodriguez that exist and are not contained within Request 1 (i.e. personnel file). This includes, but is not limited to, any past investigations into Dr. Rodriguez, any reports generated by those investigations, and any and all documentation regarding disciplinary actions that have been taken against Dr. Rodriguez.

A copy of the request is attached to this Complaint as Exhibit 2.

mental-health-are-driving-up-health-care-costs (last accessed: Dec. 6, 2019).

17. On or about August 21, 2019, having received no response from Centurion, HRDC sent a Notice of Non-Compliance with Public Records Request (“Notice”) to the Florida Department of Corrections, the Florida Department of Management Services (“FDMS”),⁴ and to Centurion. A copy of that Notice is also attached to this Complaint as Exhibit 3.

18. On or about August 22, 2019, HRDC received a response from Centurion’s Associate General Counsel, Aynsley Harrow Mull, indicating that:

- 1) “Centurion of Florida does not employ, nor has it employed, Dr. Rodriguez and is not the proper custodian of his personnel file.”
- 2) “Centurion of Florida maintains a subcontract with an affiliate, MHM Health Professionals, LLC, for the provision of staffing services related to its contract with the Florida Department of Corrections.”
- 3) “MHM Health Professionals employs Dr. Rodriguez and is the proper custodian of his personnel file.”
- 4) “To the extent [HRDC’s] request could be applied to MHM Health Professionals, MHM Health Professionals does not meet the definition of an ‘agency’ to whom the Public Records Law applies[;]” and
- 5) “[E]ven If MHM Health Professionals was construed to be an ‘agency,’ its personnel files are not ‘public records’ within the meaning of the Public Records Law because such documents are not ‘made or received pursuant to law or ordinance or in connection with the transaction of official business by an agency.’”

A copy of this response is attached to this Complaint as Exhibit 4.

19. On or about September 25, 2019, HRDC made an identical public records request to MHM, which prompted a similar response from a different Associate General Counsel for Centurion, Brett T. Lane, on October 2. A copy of that request and MHM’s response is attached to this Complaint as Composite Exhibit 5.

⁴ The FDMS is the business arm of the state. It supports other state agencies engaged in business with private contractors. As part of this role, it administers the contracts held by corporations running private prison facilities on behalf of FDOC.

20. On or about October 16, 2019, HRDC sent Notices of Centurion and MHM's Non-Compliance with Plaintiff's public records requests to FDOC, FDMS, as well as to Centurion and MHM's counsel. Copies of each of these Notices are attached to this Complaint as Composite Exhibit 6.

21. To date, neither Centurion nor MHM has provided any documents in response to HRDC's public records request.

IV. CLAIMS

22. HRDC re-alleges and incorporates the allegations of Paragraphs 1 through 21 of the Complaint as if fully set forth herein.

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

Count I – Unlawful Withholding of Public Records (Against Defendant Centurion)

24. By its own actions, and as reflected in FDOC's contract with Centurion, FDOC delegated to Centurion its duty to create, receive, and maintain public records in relation to the Contract, and Centurion was acting on behalf of the FDOC as the custodian of the public records at issue. Therefore, Centurion is an "agency" pursuant to Section 119.011(2), Florida Statutes, and has an obligation to provide access to any non-exempt public records for which it has assumed the role of custodian.

25. As Medical Director at a state prison, Dr. Rodriguez's personnel file and his disciplinary history are public records—and matters of great public importance—in that they created as part of Centurion's transaction of official business on behalf of FDOC, that of providing medical services.

26. No public records law exemption exists or has been asserted that would prevent the inspection or copying of the records requested by HRDC. Centurion cannot evade Florida's Public Records Act and avoid the custodial responsibilities it assumed from the FDOC by subcontracting with MHM and claiming that MHM is the proper custodian of personnel file in order to evade and delay production of records.

27. Centurion's refusal and consequent delay in providing the requested records is unreasonable and unjustified and amounts to an unlawful refusal to provide the records.

28. Centurion has failed and refused to provide the requested records. This failure to provide the requested records is unlawful as it violates Article I, Section 24(a) of the Florida Constitution and Florida's Public Records Act.

**Count II – Unlawful Withholding of Public Records
(Against Defendant MHM)**

29. As the entity that Centurion has tasked with employing Dr. Rodriguez and maintaining the requested records, MHM is also an agency pursuant to Section 119.011(2), Florida Statutes: MHM shares Centurion's obligation to provide access to any non-exempt public records for which it has assumed the role of custodian on behalf of—and at the behest of—Centurion.

30. As stated *infra*, contrary to MHM's assertion, the records requested by HRDC are public records as defined by Florida's Constitution and by statute, as well as in the case law. This is notwithstanding that—and, in fact, because—MHM maintains Dr. Rodriguez's personnel file on behalf of Centurion.

31. Just as there is no public records exemption available to Centurion that would prevent the inspection or copying of the records requested by HRDC, there is equally no exemption applicable to prevent MHM's production of the records.

32. MHM's refusal and consequent delay in providing the requested records is unreasonable and unjustified and amounts to an unlawful refusal to provide the records.

33. MHM has failed and refused to provide the requested records. This failure to provide the requested records is unlawful as it violates Article I, Section 24(a) of the Florida Constitution and Florida's Public Records Act.

Attorneys' Fees

34. Section § 119.0701(4) of the Public Records Act provides:

a) If a civil action is filed against a contractor to compel production of public records relating to a public agency's contract for services, the court shall assess and award against the contractor the reasonable costs of enforcement, including reasonable attorney fees, if:

1. The court determines that the contractor unlawfully refused to comply with the public records request within a reasonable time; and
2. At least 8 business days before filing the action, the plaintiff provided written notice of the public records request, including a statement that the contractor has not complied with the request, to the public agency and to the contractor.

35. HRDC provided written notice of its public record request to FDOC, FDMS, Centurion, and MHM at least 8 business days prior to filing this action.

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

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

Expedited Hearing

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

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

Relief Requested

WHEREFORE, Plaintiff HRDC requests that this Court:

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

Respectfully Submitted,

/s/ Masimba Mutamba

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EXHIBIT 1

CONTRACT AMENDMENT BETWEEN
THE FLORIDA DEPARTMENT OF CORRECTIONS

AND

CENTURION OF FLORIDA, LLC

This is an Amendment to the Contract between the Florida Department of Corrections (“Department” or “FDC”) and Centurion of Florida, LLC (“Contractor”) to provide Comprehensive Healthcare Services to the Department’s inmates in Regions I, II, and the following institutions in Region III: Avon Park CI, Central Florida Reception Center (CFRC), 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. This Amendment adds Comprehensive Healthcare Services to the Department’s inmates in Regions III & IV in the following institutions: Charlotte CI, Dade CI, DeSoto Annex, Everglades CI, Hardee CI, Homestead CI, Martin CI, Okeechobee CI, South Florida Reception Center, and their assigned satellite facilities, including annexes, work camps, road prison, and work release centers.

This Amendment:

- Adds additional service locations in accordance with Section II., V., Service Locations and Service Times;
- Renews the Contract for five (5) months and revises Section I., A., Contract Term;
- Revises Section II., A., General Service Description/Purpose, 1.;
- Revises Section II., B., 12., Radiotherapy Services;
- Revises Section II., B., 13., Inpatient Hospital Services, fifth paragraph;
- Revises Section II., B., 24., Telehealth Services, first paragraph;
- Revises Section II., D., 1., Intake Mental Health Screening at Reception Centers, fifth paragraph;
- Revises Section II., D., 3., Health Record Review and Assessment for Continuing Care at Permanent Institutions, fifth and sixth paragraphs;
- Revises Section II., D., 4., Consent to Mental Health Evaluation and Treatment;
- Revises Section II., D., 7., Individualized Service Plan, third paragraph;
- Revises Section II., D., 10., Crisis Intervention and Suicide Prevention;
- Revises Section II., D., 14., Clinical Review and Supervision;
- Revises Section II., F., Quality Management/Quality Assurance;
- Revises Section II., M., 4., Contractor’s Network;
- Revises Section II., S., Permits, Licenses, and Insurance Documentation;
- Adds Section II., U., Final Implementation Plan and Transition Date Schedule, 7.;
- Revises Section II., W., Administrative Requirements, Space, Equipment, and Commodities, 3., 4., and 6.;
- Revises Section II., Z., 3., Staff Background/Criminal Record Checks, b.;
- Revises Section II., AA., 3., OBIS Cost Reimbursements;
- Revises Section II., BB., Reporting Requirements, 2.;
- Revises Section II., BB., 4., Monthly Communicable Disease Reporting, c.;
- Deletes Section II., BB., 4., Monthly Communicable Disease Reporting, h.;
- Revises Section II., BB., 6., Outbreak/Communicable Disease Reporting, e.;
- Revises Section II., BB., 8., Monthly Administrative Reporting, f.;
- Revises Section II., DD., Performance Measures;
- Revises Section II., EE., Financial Consequences;
- Revises Section II., FF., Monitoring Methodology, 1.;
- Revises Section III., A., Payment;

**CONTRACT #C2869
AMENDMENT #2**

- Revises Section III., K., Final Invoice;
- Revises Section III., N., Subcontract Approval;
- Revises Section IV., A., Department's Contract Manager;
- Revises Section IV., B., Department's Contract Administrator;
- Revises Section VII., A., 1., Public Records Law;
- Revises Section VII., K., Contractor's Insurance for Contractors Acting as an Agent of the State;
- Revises Section VII., Z., Scrutinized Companies Lists; and
- Revises Attachment #3, Tier I II and III Facilities.

Original contract period:
Amendment #1

February 1, 2016 through January 31, 2018
February 22, 2016 through January 31, 2018

In accordance with Section V., **CONTRACT MODIFICATION**; the following changes are hereby made:

1. Section I., A., Contract Term, is hereby revised to read:

I. **A.** Contract Term

This Contract began on February 1, 2016, and shall end at midnight on June 30, 2018.

The Contract is renewed for five (5) months.

2. Section II., A., General Service Description/Purpose, 1., is hereby revised to read:

II. **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), Florida Statutes (F.S.), Florida Administrative Code (F.A.C.), 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.

3. Section II., B., 12., Radiotherapy Services, is hereby revised to read:

II. **B.** 12. Radiotherapy Services

The Department currently maintains a contract for radiotherapy services with CCCNF-Lake Butler, LLC/E+ Cancer Care (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. FDC 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.

4. Section II., B., 13., Inpatient Hospital Services, fifth paragraph, is hereby revised to read:

II. B. 13. Inpatient Hospital Services

Currently, the Department has an established fee schedule for services provided by RMC Hospital/Institution to non-Centurion inmates housed at private prisons. The Contractor shall be entitled to reimbursement for services provided to non-Centurion 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. Costs for non-Centurion inmates (not included in the RMC fee schedule) while at the Reception and Medical Center (RMC) Hospital or at an outside hospital, will not be billed to FDC, but will be submitted directly to the private vendor.

5. Section II., B., 24., Telehealth Services, first paragraph, is hereby revised to read:

II. B. 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 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 IE11
- Useable at 1024x768 resolution
- Runs on a 64-bit platform Windows 2012 server & above
- Application runs on Microsoft SQL 2008 environment and above
- PC shall have a minimum of MS Windows 7, 8 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

6. Section II., D., 1., Intake Mental Health Screening at Reception Centers, fifth paragraph, is hereby revised to read:

II. D. 1. Intake Mental Health Screening at Reception Centers

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

7. Section II., D., 3., Health Record Review and Assessment for Continuing Care at Permanent Institutions, fifth and sixth paragraphs, are hereby revised to read:

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

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 14 calendar 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 shall have a case manager designated within three (3) business days of arrival at a permanent institution (for those with a mental health grade of S-2 or S-3) or admission to a Crisis Stabilization Unit (CSU), Transitional Care Unit (TCU), or Corrections Mental Health Treatment Facility (CMHTF). Case management will be conducted at least every 90 days for S-2 and S-3 inmates.

8. Section II., D., 4., Consent to Mental Health Evaluation and Treatment, is hereby revised to read:

II. D. 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 Isolation Management Room (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 three (3) business days 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 of admission.

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 by the Multidisciplinary Services Team (MDST) at least daily during regular duty hours to determine whether continuation of the restriction is necessary.

A minimum of 12 hours of out-of-cell structured therapeutic services per week shall be available to each patient in a CSU and a TCU, and a minimum of 15 hours of out-of-cell structured therapeutic services shall be available to each patient in a CMHTF.

Treatment for an inmate in 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.

9. Section II., D., 7., Individualized Service Plan, third paragraph, is hereby revised to read:

II. D. 7. Individualized Service Plan

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, seven (7) days of admission to CSU, and seven (7) days of admission to MHTF.

10. Section II., D., 10., Crisis Intervention and Suicide Prevention, is hereby revised to read:

II. D. 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 as soon as possible but within one (1) hour 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 CMHTF).

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 14 calendar days before the inmate is discharged to a lower level of mental health care or referred to a higher level of care unless authorization for extension is approved by the Department's Chief of Mental Health Services, or designee.

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 by the seventh (7th) 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. Section II., D., 14., Clinical Review and Supervision, is hereby revised to read:

II. D. 14. Clinical Review and Supervision

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

A minimum of one (1) 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. Effective 7/1/16 the Contractor shall ensure compliance with HB 373 relating to the requirements for Registered Mental Health Interns.

12. Section II., F., Quality Management/Quality Assurance, is hereby revised to read:

II. F. Quality Management/Quality Assurance and Risk Management Programs

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 (CMA), 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.

2. Risk Management

The purpose of the Health Services Risk Management Program is to identify and correct patterns of management and/or health care practices that could lead to adverse outcomes in accordance with HSB 15.09.08, Risk Management Program. This program seeks to protect the human and financial assets of the department and ensure the continuous improvement of inmate care by identifying risk factors and reducing errors.

13. Section II., M., 4., Contractor's Network, is hereby revised to read:

II. M. 4. Contractor's Computer and Networking Equipment

The Contractor will not be allowed to install, create, or use their own network, including Local Area Network (LAN), Wide Area Network (WAN), Wireless Local Area Network (WLAN), or cellular networks for any reason, unless approved in writing by the Department. All computer workstations and network-connected medical devices for use at any local correctional facility will be provided by and maintained by the Contractor. This includes, but is not all inclusive, hardware such as

**CONTRACT #C2869
AMENDMENT #2**

personal computers and laptops (including software licenses), tablet PC's, thin clients, printers, fax machines, scanners, and video conferencing, (if approved). The Contractor may not install managed or unmanaged switches onto the Department's network without approval from the Department.

Use of mobile devices, whether work issued or personal, will not be allowed without the written approval of the Department. In the event of such an approval, a business justification must be submitted in writing along with a clear demonstration that the mobile devices fall within the Criminal Justice Information Systems (CJIS) Security Policy and be centrally managed by a mobile device management (MDM) solution.

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 Contractor assumes responsibility for the equipment and the equipment will be treated like other Contractor equipment. 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.

14. Section II., S., Permits, Licenses, and Insurance Documentation, is hereby revised to read:

II. S. Permits, Licenses, and Insurance Documentation

The Contractor shall have and at all times maintain, 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 Chief of Health Services Administration within 15 calendar days of said addition/deletion/revision/renewal.

15. Section II., U., Final Implementation Plan and Transition Date Schedule, 7., is hereby added:

II. U. Final Implementation Plan and Transition Date Schedule

7. In accordance with this Amendment, the transition for services provided at the locations added in this Amendment shall be completed no later than August 17, 2017.

16. Section II., W., Administrative Requirements, Space, Equipment, and Commodities, 3., 4., and 6., are hereby revised to read:

II. W. Administrative Requirements, Space, Equipment, and Commodities

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 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 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 and not reimbursed by the Department, 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 repaired or replaced by the Contractor. The Contractor shall obtain approval from the Department prior to purchasing replacement or new equipment. Equipment repairs do not require prior approval. The Department may, at its discretion, purchase healthcare equipment directly. All new equipment must be 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 \$1,000. 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. All healthcare equipment that is no longer functional shall be handled, in accordance with the Department's Surplus Property procedure.

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. The Contractor shall obtain approval from the Department prior to purchasing replacement equipment. Computer repairs do not require prior approval. The Department may, at its discretion, purchase computer equipment directly.

17. Section II., Z., 3., Staff Background/Criminal Record Checks, b., is hereby revised to read:

II. Z. 3. Staff Background/Criminal Record Checks

- 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.

18. Section II., AA., 3., OBIS Cost Reimbursements, is hereby revised to read:

II. AA. 3. OBIS Cost

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 the Department shall bear the costs for utilizing this system.

19. Section II., BB., Reporting Requirements, 2., is hereby revised to read:

II. BB. Reporting Requirements

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. If no timeframe is identified, reports will be due on the 15th of the month. 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.

20. Section II., BB., 4., Monthly Communicable Disease Reporting, c., is hereby revised to read:

II. BB. 4. Monthly Communicable Disease Reporting

- c. Monthly Prevalence Walk Report: The Contractor shall complete a Monthly Prevalence Walk Report by each institution and maintain in the Medical area. The forms include:

- Prevalence Walk Blood Borne Pathogens and Post Exposure Prophylaxis — 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

21. Section II., BB., 4., Monthly Communicable Disease Reporting, h., is deleted in its entirety.

22. Section II., BB., 6., Outbreak/Communicable Disease Reporting, e., is hereby revised to read:

II. BB. 6. Outbreak/Communicable Disease Reporting

- e. Summary Bloodborne Pathogen Report: The Contractor shall provide an Inmate Bloodborne Pathogens Exposure Report (DC4-799) and a Bloodborne Pathogens Exposure-Screening Incident Report (DC4-798) by each institution in accordance with Bloodborne Pathogen Manual.

23. Section II., BB., 8., Monthly Administrative Reporting, f., is hereby revised to read:

II. BB. 8. Monthly Administrative Reporting

- F Quarterly Cost Report: The Contractor shall provide a quarterly report of its operating costs to include, at a minimum, employee salaries and benefits, ancillary services, medication, and medical supplies used for each institution. Costs that are not able to be broken out by institution may be provided in aggregate. 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.

24. Section II., DD., Performance Measures, is hereby revised to read:

II. 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

**CONTRACT #C2869
AMENDMENT #2**

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, 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 in accordance with the monitoring plan 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 DC4-696, DC4-698A, DC4-698B, DC4-698C, DC4-781H, DC4-683, DC4-701 and the Call Out Schedule (OBIS).

Standard: Achievement of outcome must meet 100% of chart reviews.

Reference: Procedure 403.006, HSBs 15.05.20 and 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 (GH49) or DC4-797K and documentation on DC4-711A

Standard: Achievement of outcome must meet 90% of record and OBIS reviews.

Reference: Rule 33-401.105, F.A.C.

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 OBIS.

Standard: Achievement of outcome must meet 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 14 calendar days of arrival at the reception center.

Measure: Completed DC4-707

Standard: Achievement of outcome must meet 100% of record reviews.

Reference: Procedure 401.014 and HSB 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 95%.

Reference: Procedures 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 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 100%.

Reference: Procedure 403.007

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 95%.

Reference: Procedure 403.007

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, DC4-783, or refusal, DC4-711A, in medical record.

Standard: Achievement of outcome 100%.

Reference: Section 945.355, F.S.

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, DC4-797F that reflects appointments are made in accordance with established guidelines for routine, urgent, and emergent care.

Standard: Achievement of outcome 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 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 (DC4-701 or DC4-714A and DC4-714B or DC4-714D, DC4-732, DC4-684).

Standard: Achievement of outcome must meet 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 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 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 95%.

Reference: HSBs 15.03.05; 15.03.39, 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 or DC4-701F or DC4-714B.

Standard: Achievement of outcome must meet 100%.

Reference: HSBs 15.03.05; 15.03.39 and 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, lab report, DC4-701 or DC4-701F.

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 lab test result, signed consent DC4-783, or signed refusal DC4-711 A in the Health Record.

Standard: Achievement of outcome must meet 100%.

**CONTRACT #C2869
AMENDMENT #2**

Reference: Section 384.31, F.S., Rule 64D-3.019, F.A.C., HSB 15.03.39

- b) **Outcome:** All pregnant inmates will have a hepatitis B (HBsAg) test at the initial prenatal visit and at 28 weeks to 32 weeks gestation.
Measure: Hepatitis B lab test result or signed refusal DC4-711A in the Health Record.
Standard: Achievement of outcome must meet 100%.
Reference: Section 384.31, F.S., Rule 64D-3.019, F.A.C., HSB 15.03.39

- c) **Outcome:** All pregnant inmates will have a syphilis test at the initial prenatal visit and at 28 weeks to 32 weeks gestation.
Measure: Syphilis lab test result or signed refusal DC4-711A in the Health Record.
Standard: Achievement of outcome must meet 100%.
Reference: Section 384.31, F.S., Rule 64D-3.019, F.A.C., HSB 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 on DC4-812 that counseling, discussion or a signed refusal DC4-711A is in the Health Record
Standard: Achievement of outcome must meet 100%.
Reference: Section 384.31, F.S., Rule 64D-3.019, F.A.C., HSB 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 100%.
Reference: HSB 15.03.24

- f) **Outcome:** Routine screening mammograms are performed in accordance with policy.
Measure: Mammogram result or signed refusal, DC4-711A, is in the Health Record.
Standard: Achievement of outcome must meet 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, DC4-711A, is in the Health Record.
Standard: Achievement of outcome must meet 100%.
Reference: HSB 15.03.24

- h) **Outcome:** Complete routine Pap smear per policy.
Measure: Pap lab report, completed DC4-686 or signed refusal, DC4-711A, in the Health Record.
Standard: Achievement of outcome must meet 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 Registered nurse on DC4-698C
Standard: Achievement of outcome must meet 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, DC4-698C, DC4-683 Series, DC4-701.
Standard: Achievement of outcome must meet 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 DC4-732, DC4-684, DC4-0026 (RMC Only), DC4-804, DC4-803 (if wound present), DC4-805 (if wound present), DC4-701 or DC4-714B or DC4-714A or DC4-714D or refusal, DC4-701A
Standard: Achievement of outcome must meet 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 (DC4-529, DC4-760F, DC4-760E, DC4-711J, DC4-711A, DC4-732, and DC4-701)
Standard: Achievement of outcome must meet 100%.
Reference: HSB 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 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 100% of record reviews.

Reference: Federal Senate Bill 1435, Prison Rape Elimination Act (PREA), Chapter 944.35, F.S., Rules 33-602, 33-208.002, and 33-208.003, F.A.C., Procedure 108.010 and HSB 15.03.36.

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 100%.

Reference: Procedure 602.053, HSB 15.03.36.

15) Infirmary services

A separately defined medical area/infirmary shall be maintained that provides organized bed care and services for patients admitted for 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 daily

Standard: Achievement of outcome must meet 100%.

Reference: HSB 15.03.26

b) **Outcome:** The initial nursing admission is completed with 2 hours of admission for Acute Illness; Chronic/Long-term Care, Test Preparation/Specimen Collection and IMR/SHOS Admissions.

Measure: DC4-732 or DC4-732A

Standard: Achievement of outcome must meet 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 95%.

Reference: HSB 15.03.26

d) **Outcome:** A discharge summary for an admitted inmate completed within 72 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 95%.

Reference: HSB 15.03.26

- e) **Outcome:** Nurse will perform Infirmity Patient Assessment per policy.
Measure: Completed documentation on DC4-684 three times a day unless order more frequently by clinician for acute illness; DC4-714A daily and DC4-684 weekly for Chronic/Long Term Care; DC4-732B every 8 hours for 23 Hour Observation; DC4-673B every 8 hours for mental health admissions.
Standard: Achievement of outcome must meet 100%.
Reference: HSB 15.03.26

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 or DC4-701F (Chronic Illness Clinic Only) in accordance with schedule outlined in Health Services Bulletin 15.03.04.
- Standard:** Achievement of outcome must meet 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 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 100%.
Reference: Procedure 401.016, HSB 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 100%.
Reference: Health Insurance Portability and Accountability Act, Rules 33-210.201 and 33-401.701, F.A.C., 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 100%.
Reference: Procedure 403.003
- 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 100%.
Reference: Procedure 403.003

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 100%.
Reference: Rule 33-602.210, F.A.C.

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, DC4-701 or Lab Result or DC4-544D or Infection control summary and DC4-797E and DC4-732.
Standard: Achievement of outcome must meet 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 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 DC4-710A.

Standard: Achievement of outcome must meet 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 DC4-520A for percentage of compliance of TST including results.
Standard: Achievement of outcome must meet 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 "DC4-520C" is complete.
Standard: Achievement of outcome must meet 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 "DC4-710A" results read in 48-72 hours and documented in millimeters (mm) of induration.
Standard: Achievement of outcome must meet 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 Report) and DC4-799 (Inmate Bloodborne Pathogen Exposure Report).
Standard: Achievement of Outcome must meet 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 72 hours of completion of DC4-520C and CXR reports
Standard: Achievement of outcome must meet 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 for Inmates, DC4-719 Tuberculosis INH/Treatment for Latent TB Infection (LTBI) Nursing Evaluation.
Standard: Achievement of outcome must meet 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) Nursing Evaluation, MAR (Medication Administration Record)
Standard: Achievement of outcome must meet 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 (1) year of start date.
Measure: Completed TB Contact Investigation documentation.
Standard: Achievement of outcome must meet 100%.
Reference: HSB 15.03.18

f) **Bloodborne Pathogen Exposure**

- i. **Outcome:** Filled sharps containers is sealed and discarded as biomedical waste when three- fourths ($\frac{3}{4}$) full or filled to the "FULL" line (if present) on the side of the container.
Measure: Inspection of sharps containers during site visit and form DC4-788D.
Standard: Achievement of outcome must meet 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 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 pre-dialysis assessment data must be documented in the patient's medical record.
Standard: Achievement of outcome must meet 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 post dialysis assessment data must be documented in the patient's medical record.
Standard: Achievement of outcome must meet 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, section V., A.
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 95%.
Reference: HSB: 15.05.18.

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, section (1)(b).

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, Self-Harm, SHOS/MHOS Placement Log.

Standard: Achievement of outcome must meet 100%.

Reference: HSB: 15.05.18 and Procedure 404.001.

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 and DC4-714B Physician's Order Sheet in the health record.

Standard: Achievement of outcome must meet 100%.

Reference: HSB 15.05.17.

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 30 calendar 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 100%.

Reference: HSB 15.05.17, Procedure 401.014.

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 90%.

Reference: HSB 15.05.17.

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 section V.A., 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 90%.

Reference: HSB: 15.05.05

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, CSU, and 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 90%.

Reference: HSB 15.05.11

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 95%.

Reference: HSB: 15.05.05

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 100%.

Reference: Procedure 404.

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 100%.

Reference: Procedure 404.001 and HSB 15.05.05

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 95%.

Reference: Procedure 404.001 and HSB 15.03.26

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 95%.

Reference: Procedure 404.

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 100%.

Reference: HSB 15.05.

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 100%.

Reference: HSB 15.05.05

c) Assessments

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

Measure: Documentation on DC4-673B, Mental Health Daily Nursing Evaluation.

Standard: Achievement of outcome must meet 90%.

Reference: HSB 15.05.05

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 100%.
Reference: HSB 15.05.10

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 100%.
Reference: HSB 15.05.10

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 100%.
Reference: HSB 15.05.19

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 100%.
Reference: HSB 15.05.19

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 or DC4-655, Psychiatric Evaluation or DC4-642A, Outpatient Psychiatric Follow-up or CARP printout (if lab ordered) AND Lab result or DC4-711A in the health record.
Standard: Achievement of outcome must meet 100%.
Reference: HSB 15.05.19

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 100%.

Reference: Section 33-602.210, F.A.C.

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 (5) 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 95%.

Reference: TI 15.05.08

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 meet 95%.

Reference: TI 15.05.08

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 100%.

Reference: TI 15.05.08

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 90%.

Reference: Section 33-601.800, F.A.C.

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 90%.

Reference: HSB: 15.05.03

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 100%.

Reference: HSB: 15.05.21

c. DENTAL SERVICES

1) Access to Dental Care

a) **Outcome:** Any dental emergency is evaluated and/or treated within 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 100%.

Reference: Section 33-402.101, F.A.C., and 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 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 100%.

Reference: HSB 15.04.13

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 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 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 100%.
Reference: Section 33-402.101, F.A.C., and 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 100%.
Reference: Section 33-402.101, F.A.C., and 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 100%.
Reference: Section 33-402.101, F.A.C., and 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 100%.
Reference: Section 33-402.101, F.A.C., and 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 95%.
Reference: Section 33-402.101, F.A.C., and 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 95%.
Reference: Section 33-402.101, F.A.C., and 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 95%.
Reference: Section 33-402.101, F.A.C., and 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 100%.
Reference: Section 33-402.101, F.A.C., and 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 100%.
Reference: Section 33-402.101, F.A.C., and 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 95%.

Reference: Section 33-402.101, F.A.C., and 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 100%.

Reference: Community Standard of Care

12) Oral Surgery Consults/Referrals

Outcome: Appropriate consults for oral surgery referrals are generated and forwarded within 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 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 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 100%.

Reference: HSBs 15.04.06 and 15.04.13, Chapter 64B5-9, F.A.C.

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 100%.

Reference: HSBs 15.04.06 and 15.04.13, Chapter 64B5-9, F.A.C.

- c) **Outcome:** Dental radiographs are of diagnostic quality.
Measure: Review radiographs, DC4-724, Dental Treatment Record.
Standard: Achievement of outcome must meet or exceed 95%.
Reference: HSBs 15.04.06, and 15.04.13, Chapter 64B5-9, F.A.C.

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 95%.

Reference: HSB 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 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 90%.

Reference: HSB 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 100%.

Reference: HSB 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 100%.
Reference: HSB 15.14.04 app A; Chapter 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 90%.
Reference: HSB 15.14.04 app A; Chapter 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) 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 100%.
Reference: HSB 15.14.03

b) 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 100%.
Reference: HSB 15.14.03

6) Licenses

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 100%.
Reference: HSB 15.14.04 app A; 499.0121 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 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 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 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 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 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 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 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 100%.

Reference: Chapters 458, 459, 464, 466, 490 and 491, F.S.

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 100%.

Reference: HSB 15.09.05

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 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 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 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.

25. Section II., EE., Financial Consequences, is hereby revised to read:

II. 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 40 calendar 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 95 calendar 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 and 90 days following a transition for new facilities added to this Contract.
 - a. The Contractor shall be assessed monthly and pay the following sums for positions listed in **Attachment #2, Groups I, II, and III** (excluding those addressed in EE.1.b. below) that have less than 40 hours worked in a calendar month.
 - \$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 during any 60 day period for the position groups below, the Contractor shall pay the following sums The position groups are CNA, RN, LPN, Mental Health RN, Mental Health LPN, and Mental Health Professional (Behavioral Health Specialist and Master Social Worker).
 - \$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 (as the term is used in subsection (a) or (b) above) if it is filled 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 timeline outlined in the CAP, a reduction of the payment of the monthly invoice in the amount of \$250 per finding shall be assessed. To allow for transition, if additional facilities are added to this Contract, performance monitoring will commence 90 days after transition is complete for the additional facilities.

26. Section II., FF., Monitoring Methodology, 1., is hereby revised to read:

II. FF. Monitoring Methodology

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 per the monitoring plan
- Tier II institution – Moderate risk; monitored per the monitoring plan
- Tier III institutions – Low risk; monitored per the monitoring plan

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

27. Section III., A., Payment, is hereby revised to read:

III. 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 \$316,910,000 per fiscal year. Expenses may be paid across fiscal years. If the transition of the facilities added in Amendment 002 does not occur by June 30, 2017, the compensation cap of

**CONTRACT #C2869
AMENDMENT #2**

\$316,910,000 will be reduced by the per diem rates paid by the Department for the provision of inmate healthcare services.

1. Reimbursement for actual expenses – The Contractor shall be reimbursed for actual expenses incurred under this Contract, unless excluded in other sections of the Contract or prohibited by Florida Statute, State Expenditure Guidelines, or other rules and policies of the state. Allowable reimbursements include, but are not limited to:
 - Salaries, wages and benefits for all staff assigned to this contract, (bonuses and cost of living or general increases require prior written approval from the Department) including institutional staff, statewide/regional oversight staff;
 - Inpatient and outpatient hospital expenses;
 - Physician’s fees;
 - Therapeutic and diagnostic ancillary services;
 - Health care supplies and office supplies;
 - Medical equipment, with prior approval from the Department;
 - Computer equipment, with prior approval from the Department;
 - Medical equipment and computer repairs;
 - Pharmacy Permits & Licenses;
 - Employee health and dental coverage, for employees directly supporting the Contract;
 - Premium costs of insurance, in accordance with Section VII., K.;
 - Non-formulary and emergency medications and therapeutics;
 - Background checks; and
 - Regional office costs, when in direct support of this Contract, including but not limited to rent and utilities.

2. 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. This administrative fee shall be calculated at 13.5% of the actual expenses outlined in Section III., A., 1., which are not listed for exclusion below.

Other costs included in the Administrative Fee:

- Corporate office rents and facility cost;
- Corporate office supplies and maintenance;
- Corporate office telephone;
- Corporate office equipment and cell phones;
- Employee living/moving expenses;
- Employee travel;
- Contract monitoring costs; and
- Profit.

The following reimbursable expenses are not subject to the Administrative Fee:

- Medical equipment;
- Computer equipment;
- Pharmacy Permits & Licenses;

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

3. **Amendment 002 Transition Compensation** - To accommodate the transition of responsibilities for the facilities added in Amendment 002 from Wexford Health Sources provided under Contract # C2758 to the Contractor, the Department will compensate the Contractor on a monthly basis, for the provision of comprehensive healthcare services as specified in Section II., at the **Single Capitation Rate of \$8.4874 Per-Inmate, Per Day (Unit Price)** times the average monthly number of inmates (for each facility, based on the FDC Average Daily Population Report), times the number of days in the month services were provided by the Contractor. Payment for each new facility shall begin at 12:01 a.m. on the implementation date, contingent upon actual implementation of services. The Department requires a consolidated, single invoice, on a monthly billing cycle for services performed submitted by the 5th business day of the month for the prior month's service. Upon full transition of services or June 30, 2017 (the latter of the two), compensation to the Contractor will be made in accordance with Section III., A (1) and (2) for all facilities under this Contract. This method of compensation and invoicing only applies to those facilities added in Amendment 002 and does not include payment for services rendered to facilities already being serviced by the Contractor.

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

- The Department received a \$1,791,873.00 appropriation for FY 2016/2017 to cover the price increase in the per diem rate in healthcare services. Until the transition is complete for facilities added in Amendment 002, this amount will be paid in a monthly installment of \$149,322.75, only for those services provided at the facilities added in Amendment 002. This amount will be pro-rated for partial months of service by the Contractor.
- A deduction for statewide FDC contract monitoring costs. To cover the monitoring cost for facilities added in Amendment 002, this deduction will be the Contractor's portion of statewide FDC monitoring costs, based on the percentage of total FDC inmates served under this Contract within a given month.
- A deduction for reimbursements received from the fee schedule for services at Reception and Medical Center (RMC) Hospital, from 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.

28. Section III., K., Final Invoice, is hereby revised to read:

III. K. Final Invoice

The Contractor shall submit the final invoices for non-claim or litigation-related payment relating to inmates and/or Contractor employees to the Department no more than 45 calendar days after acceptance of the final deliverable by the Department or the end date of this Contract, whichever occurs last. If the Contractor fails to do so, all right to payment

is forfeited, and the Department will not honor any request submitted after aforesaid time period. Any payment due under the terms of the Contract may be withheld until all applicable deliverables and invoices have been accepted and approved by the Department. All invoices for inmate and contractor employee claims must be submitted no more than 425 days after the expiration of this Contract.

29. Section III., N., Subcontract Approval, is hereby revised to read:

III. N. Subcontract Approval

As stipulated in Section VII., N., Subcontracts, no payments shall be made for services to the Contractor prior to the approval of the subcontract, in writing by the Department. Subcontracts include, but not limited to: hospitals, ambulance services, x-ray services, lab services, specialty care providers, surgery centers, and any other type of consultant service.

30. Section IV., A., Department's Contract Manager, is hereby revised to read:

IV. A. Department's Contract Manager

The Contract Manager for this Contract will be:

Laura Carter, Chief
Bureau 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: Laura.Carter@fdc.myflorida.com

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 or OHS Contract Monitoring Coordinator:

1. Verify receipt of deliverables from the Contractor;
2. Monitor the Contractor's performance; and
3. Review, verify, and approve invoices from the Contractor.

The Local Contract Coordinator for this Contract will be:

Beverlyn Elliott, Operations Review Specialist
Bureau 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: Beverlyn.Elliott@fdc.myflorida.com

31. Section IV., B., Department's Contract Administrator, is hereby revised to read:

IV. B. Department's Contract Administrator

The Contract Administrator for this Contract will be:

Contract Administrator
Bureau of Procurement
Florida Department of Corrections
501 South Calhoun Street
Tallahassee, Florida 32399-2500
Telephone: (850) 717-3681
Fax: (850) 488-7189

The 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.

32. Section VII., A., 1., Public Records Law, is hereby revised to read:

VII. A. 1. Public Records Law

The Contractor agrees to: (a) keep and maintain public records required by the Department in order to perform the service; (b) upon request from the Department's custodian of public records, provide the Department with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in this chapter or as otherwise provided by law; (c) ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the Contract if the Contractor does not transfer the records to the Department; and (d) upon completion of the Contract, transfer, at no cost, to the Department all public records in possession of the Contractor or keep and maintain public records required by the Department to perform the service. If the Contractor transfers all public records to the Department upon completion of the Contract, the Contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the Contractor keeps and maintains public records upon completion of the Contract, the Contractor shall meet all applicable requirements for retaining

public records. All records stored electronically must be provided to the Department, upon request from the Department's custodian of public records, in a format that is compatible with the information technology systems of the Department. Pursuant to §287.058(1)(c), F.S., the Department is allowed to unilaterally cancel the Contract for refusal by the Contractor to allow public access to all documents, papers, letters, or other material made or received by the Contractor in conjunction with the Contract, unless the records are exempt from §24(a) of Art. I of the State Constitution and §119.07(1), F.S.

If the Contractor has questions regarding the application of Chapter 119, F.S., to the Contractor's duty to provide public records relating to this Contract, contact the custodian of public records at:

**Florida Department of Corrections
ATTN: Public Records Unit
501 South Calhoun Street
Tallahassee, Florida 32399-2500
Telephone: (850) 717-3605
Fax: (850) 922-4355
Email: CO.PublicRecords@fdc.myflorida.com**

33. Section VII., K., Contractor's Insurance for Contractors Acting as an Agent of the State, is hereby revised to read:

VII. 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, F.S., and is not entitled to, and shall not claim, any exemption from such requirements. The Contractor also warrants that funds held under Section 458.320, F.S., are available to pay claims against the State in accordance with Section VII., J., Indemnification for Contractors Acting as an Agent of the State.

Centurion shall maintain, the established levels of insurance as shown below for Workers' Compensation, Professional Liability, Comprehensive General Liability and Property Insurance. The Contractor is responsible for self-insured retention costs regarding litigation and therefore these expenses are not reimbursable as described under Section III.A.1.

- Workers' Compensation: statutory
- Professional Liability: \$2,000,000 per occurrence and \$6,000,000 in the aggregate annually
- Comprehensive General Liability: \$2,000,000 per occurrence and \$6,000,000 in the aggregate annually

Insurance certificate shall identify the 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 Department's Contract Manager written verification supporting such insurance coverage. Such coverage may be provided by a self-insurance program established and operating under the laws of the State of Florida. The Department reserves the right to require additional insurance where appropriate.

Centurion shall ensure that all subcontractors performing healthcare services under this Agreement meet the insurance requirements listed in this Section. If a subcontractor is unable to meet these requirements, an exception may be requested, in writing, to the Department's Contract Manager. Approval in writing from the Department's Contract Manager prior to execution of a subcontract.

34. Section VII., Z., Scrutinized Companies Lists, is hereby revised to read:

VII. Z. Scrutinized Companies Lists

If the Contract exceeds \$1,000,000.00 in total, not including renewal years, the Contractor certifies that they are not listed on either the Scrutinized Companies with Activities in Sudan List, the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or the Scrutinized Companies that Boycott Israel List created pursuant to Sections 215.473, F.S., and 215.4725, F.S. Pursuant to Section 287.135(5), F.S., and 287.135(3), F.S., the Contractor agrees the Department may immediately terminate the Contract for cause if the Contractor is found to have submitted a false certification, or if the Contractor is placed on the Scrutinized Companies with Activities in Sudan List, the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or the Scrutinized Companies that Boycott Israel List, or is engaged in a boycott of Israel during the term of the Contract.

35. Attachment #3, Tier I II and III Facilities, is hereby revised.

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**CONTRACT #C2869
AMENDMENT #2**

All other terms and conditions of the original Contract and any previous amendments remain in full force and effect.

This Amendment shall begin on the date on which it is signed by both parties.


IN WITNESS THEREOF, the parties hereto have caused this Amendment to be executed by their undersigned officials as duly authorized.


**CONTRACTOR:
CENTURION OF FLORIDA, LLC**

SIGNED BY: 
NAME: Steven H. Wheeler
TITLE: CEO
DATE: 5-23-17
FEID #: 81-0687470

FLORIDA DEPARTMENT OF CORRECTIONS

Approved as to form and legality, subject to execution.

SIGNED BY: 
NAME: Julie L. Jones
TITLE: Secretary
DATE: 5/23/17

SIGNED BY: 
NAME: Kenneth S. Stealy
TITLE: General Counsel
DATE: 5/23/17

TIER I II AND III FACILITIES

	Region I	Region II	Region III	Region IV
Tier I	Apalachee	Columbia	Central Florida Reception Center	Charlotte
	Jefferson	Florida Women's Reception Center	Lake	Dade
	Northwest Florida Reception Center	Lowell		Martin
	Santa Rosa	Reception and Medical Center		SFRC - Main
		Suwannee		
		Tomoka		
		Taylor		
Tier II		Union		
	Calhoun	Baker Re-Entry	CFRC - South Unit	Everglades
	Century	Cross City	Desoto	Homestead
	Franklin	Florida State Prison	Hernando	Okeechobee
	Gulf	Hamilton	Sumter	
	Jackson	Marion	Zephyrhills	
	Liberty	Mayo		
Tier III	Wakulla	RMC Hospital		
	Gadsden Re-Entry	Baker	Avon Park	Everglades Re-Entry
	Holmes	Lancaster	CFRC - East Unit	SFRC - South
	Okaloosa	Lawtey	Hardee	
	Walton	Madison	Polk	
		New River		
		Putnam		
	RMC West			

EXHIBIT 2

Kathy Moses

From: Kathy Moses
Sent: Thursday, August 01, 2019 3:42 PM
To: djohnson@mhm-services.com
Subject: Public Records Request
Attachments: PRA Request_8.1.19.pdf

Good afternoon Ms. Johnson,

Please see attached. Please contact me with any questions.

Thank you,

Kathy Moses

Senior Litigation Paralegal
Human Rights Defense Center
P.O. Box 1151, Lake Worth, FL 33460
■ Tel. 561.360.2523 ■ Fax 866.735.7136

www.humanrightsdefensecenter.org

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Human Rights Defense Center

DEDICATED TO PROTECTING HUMAN RIGHTS

August 1, 2019

VIA EMAIL (djohnson@mhm-services.com)

Deanna Johnson, General Counsel
Centurion of Florida, LLC

Re: Public Records Request

To whom it may concern,

I make this request on behalf of *Prison Legal News* (“PLN”) - a nationally-distributed monthly news magazine that reports on criminal justice and corrections-related issues, and a project of the Human Rights Defense Center (“HRDC”), a non-profit organization

I am contacting you pursuant to Chapter 119, Florida Statutes to request copies of the following public records:

1. The personnel file for Dr. Jose Rafael Rodriguez, M.D., (“Dr. Rodriguez”) Medical Director – Chief Health Officer at Lowell Correctional Institution (Main and Annex) and Florida Women’s Reception Center.
2. All records showing any disciplinary history for Dr. Rodriguez that exist and are not contained within Request 1 (i.e. personnel file). This includes, but is not limited to, any past investigations into Dr. Rodriguez, any reports generated by those investigations, and any and all documentation regarding disciplinary actions that have been taken against Dr. Rodriguez.

I request that the above-described public records be provided to me in electronic format if they exist in electronic format, pursuant to Section 119.07(2)(a), Florida Statutes. PLN prefers that each document be made a part of one PDF file and placed on a CD or DVD. In the event that such documents are only available in hard copy format, I request an opportunity to inspect and copy the specific public records I select from the records identified above. To facilitate this, please provide me with the type of format, and the cost in advance for responding to this request.

Section 119.07(1)(d), Florida Statutes provides that “a person who has custody of a public record who asserts that an exemption applies to a part of such record shall redact that portion of the record to which an exemption has been asserted and validly applies, and such person shall produce the remainder of such record for inspection and copying.” Section 119.07(1)(e) provides that “if the person who has custody of a public record contends that all or part of the record is

P.O. Box 1151, Lake Worth, FL 33460

Phone: 561-360-2523

Email: kmoses@humanrightsdefensecenter.org

exempt from inspection and copying, he or she shall state the basis of the exemption that he or she contends is applicable to the record, including the statutory citation to an exemption created or afforded by statute.”

Accordingly, I request that you state in writing the statutory citation to any exemption, which you claim applicable to any requested record, and the specific reasons for a conclusion that the requested record is exempt. I also request that you redact only that specified portion the document or record you deem exempt under the aforementioned statutory authority, rather than withholding the entire document or record from disclosure. Furthermore, if you claim that any of the requested records are not a public record, or if you claim a privilege not to disclose any record, please describe the record(s) being withheld and state the basis for your claim of privilege or confidentiality. Please produce all public records for which you do not claim an exemption or privilege, as the above requests are segregable.

PLN is a news media project of the Human Rights Defense Center, a non-profit organization. The records I am requesting are not for any profit-related or commercial purpose. Should there be any fees incurred related to the production of the public records I am requesting, I request a waiver of such fees.

Please contact me via email, kmoses@humanrightsdefensecenter.org, should you require any additional information. Thank you for your time and attention in this matter.

Sincerely,

HUMAN RIGHTS DEFENSE CENTER

/s/ Kathy Moses

Kathy Moses

Paralegal

cc.: Paul Wright, PLN Editor-in-Chief

EXHIBIT 3



Human Rights Defense Center

DEDICATED TO PROTECTING HUMAN RIGHTS

August 21, 2019

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

Email: co.publicrecords@fdc.myflorida.com

VIA CERTIFIED MAIL NO.: 70150640000675860926

Dear Sir or Madam:

NOTICE OF NON-COMPLIANCE WITH PUBLIC RECORDS REQUEST PURSUANT TO FLORIDA STATUTES § 119.0701(4)

This letter serves as notice of the Florida Department of Corrections medical services contractor Centurion of Florida, LLC's ("Centurion's") non-compliance with a public records request.

On or about August 1, 2019, the Human Rights Defense Center ("HRDC"), through its publishing project Prison Legal News ("PLN"), requested certain public records from Centurion. In summary, we requested copies of the following:

1. The personnel file for Dr. Jose Rafael Rodriguez, M.D., ("Dr. Rodriguez") Medical Director – Chief Health Officer at Lowell Correctional Institution (Main and Annex) and Florida Women's Reception Center; and
2. All records showing any disciplinary history for Dr. Rodriguez that exist and are not contained within Request 1 (i.e. personnel file). This includes, but is not limited to, any past investigations into Dr. Rodriguez, any reports generated by those investigations, and any and all documentation regarding disciplinary actions that have been taken against Dr. Rodriguez.

A copy of the request is enclosed herein. Centurion has to date produced no responsive documents.

HRDC reiterates its requests for these public records and considers Centurion's failure to produce these records unlawful. Unless Centurion responds to this public records request on or before **September 4, 2019**, the Human Rights Defense Center will be filing a Complaint and Petition for Writ of Mandamus pursuant to Florida Law.

P.O. Box 1151, Lake Worth, FL 33460
Phone: 561.360.2523 Fax: 866.735.7136
Email: sneelakanta@humanrightsdefensecenter.org

If Corizon claims that any of the requested records, or portions thereof, are exempt from disclosure, please identify the basis for this claim by citing by number the statutory exemption you contend is applicable and providing a written statement of the particular reasons for the conclusion that the record is exempt. Sections 119.07(1)(e) and (f), Florida Statutes. Additionally, to the extent Centurion withholds any portion of a record based on a claimed exemption, please provide the remainder of the record in redacted form as required by law. *Id.* at § 119.07(1)(d). Should there be any fees incurred related to the production of the requested public records, we request a waiver of such fees.

We look forward to your most urgent response.

Very Truly Yours,

A handwritten signature in black ink, appearing to read 'Sabarish P. Neelakanta', written in a cursive style.

Sabarish P. Neelakanta
General Counsel
HUMAN RIGHTS DEFENSE CENTER

SPN/mm

Enclosures

cc: Centurion of Florida, LLC
Florida Dept. of Management Services

EXHIBIT 4



1447 Peachtree Street NE
Suite 500
Atlanta, GA 30309

August 22, 2019

VIA FED EX AND EMAIL

Sabarish P. Neelakanta
General Counsel
Human Rights Defender Center
P.O. Box 1151, Lake Worth, FL 33460
sneelakanta@humanrightsdefensecenter.org

Re: Public Records Request Regarding Dr. Jose Rafael Rodriguez

Dear Mr. Neelakanta:

Your letter addressed to Centurion of Florida, LLC seeking the personnel file of Dr. Jose Rafael Rodriguez pursuant to Florida's Public Records Law, Ch. 119, F.S., was forwarded to my attention. Please direct any future correspondence or other communications regarding this matter to my attention.

As an initial matter, Centurion of Florida does not employ, nor has it employed, Dr. Rodriguez and is not the proper custodian of his personnel file. Rather, Centurion of Florida maintains a subcontract with an affiliate, MHM Health Professionals, LLC, for the provision of staffing services related to its contract with the Florida Department of Corrections. MHM Health Professionals employs Dr. Rodriguez and is the proper custodian of his personnel file. MHM Health Professionals has no contractual relationship with the Florida Department of Corrections.

Because Centurion of Florida has neither created nor maintains any personnel file for Dr. Rodriguez, it is unable to fulfill your request. To the extent your request could be applied to MHM Health Professionals, MHM Health Professionals does not meet the definition of an "agency" to whom the Public Records Law applies. See Fl. Stat. Ann. § 119.011 (2). Moreover, even if MHM Health Professionals was construed to be an "agency," its personnel files are not "public records" within the meaning of the Public Records Law because such documents are not "made or received pursuant to law or ordinance or in connection with the transaction of official business by an agency." Id. § 119.011 (12). Accordingly, MHM Health Professionals is likewise unable to provide the requested information.

Should you wish to discuss this matter in greater detail, please contact me directly.

Sincerely,

Aynsley Harrow Mull
Associate General Counsel
Centurion

EXHIBIT 5



Human Rights Defense Center

DEDICATED TO PROTECTING HUMAN RIGHTS

September 25, 2019

MHM Health Professionals, LLC
c/o CT Corporation System
1200 South Pine Island Road
Plantation, FL 33324

VIA CERTIFIED MAIL NO.: 70150640000675860711

Re: Public Records Request

To whom it may concern,

I make this request on behalf of Prison Legal News (“PLN”)—a nationally-distributed monthly news magazine that reports on criminal justice and corrections-related issues, and a project of the Human Rights Defense Center (“HRDC”), a non-profit organization.

I am contacting you pursuant to Chapter 119, Florida Statutes to request copies of the following public records:

1. The personnel file for Dr. Jose Rafael Rodriguez, M.D., (“Dr. Rodriguez”) Medical Director – Chief Health Officer at Lowell Correctional Institution (Main and Annex) and Florida Women’s Reception Center.
2. All records showing any disciplinary history for Dr. Rodriguez that exist and are not contained within Request 1 (i.e. personnel file). This includes, but is not limited to, any past investigations into Dr. Rodriguez, any reports generated by those investigations, and any and all documentation regarding disciplinary actions that have been taken against Dr. Rodriguez.

I request that the above-described public records be provided to me in electronic format if they exist in electronic format, pursuant to Section 119.07(2)(a), Florida Statutes. PLN prefers that each document be made a part of one PDF file and placed on a CD or DVD. In the event that such documents are only available in hard copy format, I request an opportunity to inspect and copy the specific public records I select from the records identified above. To facilitate this, please provide me with the type of format, and the cost in advance for responding to this request.

P.O. Box 1151, Lake Worth, FL 33460

Phone: 561-360-2523

Email: kmoses@humanrightsdefensecenter.org

Section 119.07(1)(d), Florida Statutes provides that “a person who has custody of a public record who asserts that an exemption applies to a part of such record shall redact that portion of the record to which an exemption has been asserted and validly applies, and such person shall produce the remainder of such record for inspection and copying.” Section 119.07(1)(e) provides that “if the person who has custody of a public record contends that all or part of the record is exempt from inspection and copying, he or she shall state the basis of the exemption that he or she contends is applicable to the record, including the statutory citation to an exemption created or afforded by statute.”

Accordingly, I request that you state in writing the statutory citation to any exemption, which you claim applicable to any requested record, and the specific reasons for a conclusion that the requested record is exempt. I also request that you redact only that specified portion the document or record you deem exempt under the aforementioned statutory authority, rather than withholding the entire document or record from disclosure. Furthermore, if you claim that any of the requested records are not a public record, or if you claim a privilege not to disclose any record, please describe the record(s) being withheld and state the basis for your claim of privilege or confidentiality. Please produce all public records for which you do not claim an exemption or privilege, as the above requests are segregable.

PLN is a news media project of the Human Rights Defense Center, a non-profit organization. The records I am requesting are not for any profit-related or commercial purpose. Should there be any fees incurred related to the production of the public records I am requesting, I request a waiver of such fees.

Please contact me via email, kmoses@humanrightsdefensecenter.org, should you require any additional information. Thank you for your time and attention in this matter.

Sincerely,

HUMAN RIGHTS DEFENSE CENTER

/s/ Kathy Moses

Kathy Moses

Paralegal

cc.: Paul Wright, PLN Editor-in-Chief
Florida Department of Corrections
djohnson@mhm-services.com

October 2, 2019

Human Rights Defense Center
Attn: Kathy Moses
P.O Box 1151,
Lake Worth, FL 33460

Re: Public Records Request Regarding Dr. Jose Rafael Rodriguez

Dear Ms. Moses

Your letter addressed to MHM Health Professionals, LLC seeking the personnel file of Dr. Jose Rafael Rodriguez pursuant to Florida's Public Records Law, Ch. 119, F.S., was forwarded to my attention.

Please direct any future correspondence or other communications regarding this matter to my attention.

MHM Health Professionals does not meet the definition of an "agency" to whom the Public Records Law applies. *See* Fl. Stat. Ann. § 119.011(2). Moreover, even if MHM Health Professionals was construed to be an "agency," its personnel files are not "public records" within the meaning of the Public Records Law because such documents are not "made or received pursuant to law or ordinance or in connection with the transaction of official business by an agency." *Id.* § 119.011(12). Accordingly, MHM Health Professionals is unable to provide the requested information.

Should you wish to discuss this matter in greater detail, please contact me directly.

Sincerely,



Brett T. Lane
Associate General Counsel
Centurion