

INVITATION TO NEGOTIATE

CONTRACT FOR

Design, Build and Operation of a 2,000 Bed Correctional Facility

ITN NO.: DMS 08/09-026

REPLIES DUE: SEPTEMBER 9, 2008 @ 2:00 PM

**Refer ALL Inquiries to
Procurement Officer:**
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SECTION 1

INVITATION TO NEGOTIATE

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Section 1.0

Introduction

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1.01 Purpose and Scope: The State of Florida, Department of Management Services, invites interested firms to submit responses in accordance with these solicitation documents. The purpose of this solicitation is to establish a contract for “Design, Build and Operation of a 2,000 Bed Correctional Facility” for the Florida Department of Management Services, Bureau of Private Prison Monitoring, as described more particularly in this Invitation to Negotiate (“ITN”). It is anticipated that the effective date of the contract will be November 1, 2008. Respondents will have construction completed and the correctional facility ready for operation (i.e., ready to house the identified inmate population identified in this ITN in a safe and secure manner and in accordance with all laws, regulations and other mandates applicable to housing this inmate population) **no later than April 30, 2010**. Beginning no later than May 1, 2010, the Contractor will proceed with the operation of the correctional facility. As provided in section 5.02, the

contract term for operation of the correctional facility will be three (3) years with one, two year renewal available.

Please note that this ITN is governed by section 4 of HB 5001 Engrossed 1 (2008), which provides:

From the funds in Specific Appropriation 760, \$110,000,000 in non-recurring general revenue is appropriated for the planning, design, permitting, equipping and construction of a state owned, privately operated 2,000 bed correctional facility for the housing of 2,000 medium and close custody inmates. The Department of Management Services shall issue an Invitation to Negotiate for the planning, design, permitting, construction, equipping and operation of the correctional facility. The procurement shall be completed in a manner that allows sufficient time for the new beds to become operational by May 1, 2010. The total award for the cost of construction, including planning, site preparation, permitting and equipping cannot exceed \$110,000,000.

1.02 Calendar of Events: The following anticipated timeline applies to this solicitation (later dated events contingent upon award):

July 15, 2008	Solicitation issued
July 25, 2008	Pre-Bid Conference (date and time to be posted)
July 31, 2008	Questions due by 12:00 p.m. ET
August 14, 2008	Anticipated date Answers to Questions posted on Vendor Bid System
September 9, 2008	Replies Due/Opened at 2:00 p.m., ET
September 24, 2008	Begin Negotiations
October 10, 2008	Complete Negotiations
October 14, 2008	Public Meeting – Recommended Award
October 21, 2008	Anticipated Posting of Intended Award on Vendor Bid System
November 1, 2008	Anticipated Effective Date of Contract

**State of Florida
PUR 1001
General Instructions to Respondents**

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1. Definitions. The definitions found in s. 60A-1.001, F.A.C. shall apply to this agreement. The following additional terms are also defined:

- (a) "Buyer" means the entity that has released the solicitation. The "Buyer" may also be the "Customer" as defined in the PUR 1000 if that entity meets the definition of both terms.
- (b) "Procurement Officer" means the Buyer's contracting personnel, as identified in the Introductory Materials.
- (c) "Respondent" means the entity that submits materials to the Buyer in accordance with these Instructions.
- (d) "Response" means the material submitted by the respondent in answering the solicitation.
- (e) "Timeline" means the list of critical dates and actions included in the Introductory Materials.

2. General Instructions. Potential respondents to the solicitation are encouraged to carefully review all the materials contained herein and prepare responses accordingly.

3. Electronic Submission of Responses. Respondents are required to submit responses electronically. For this purpose, all references herein to signatures, signing requirements, or other required acknowledgments hereby include electronic signature by means of clicking the "Submit Response" button (or other similar symbol or process) attached to or logically associated with the response created by the respondent within MyFloridaMarketPlace. The respondent agrees that the action of electronically submitting its response constitutes:

- an electronic signature on the response, generally,
- an electronic signature on any form or section specifically calling for a signature, and
- an affirmative agreement to any statement contained in the solicitation that requires a definite confirmation or acknowledgement.

4. Terms and Conditions. All responses are subject to the terms of the following sections of this solicitation, which, in case of conflict, shall have the order of precedence listed:

- Technical Specifications,
- Special Conditions and Instructions,
- Instructions to Respondents (PUR 1001),
- General Conditions (PUR 1000), and
- Introductory Materials.

The Buyer objects to and shall not consider any additional terms or conditions submitted by a respondent, including any appearing in documents attached as part of a respondent's response. In submitting its response, a respondent agrees that any additional terms or conditions, whether submitted intentionally or inadvertently, shall have no force or effect. Failure to comply with terms and conditions, including those specifying information that must be submitted with a response, shall be grounds for rejecting a response.

5. Questions. Respondents shall address all questions regarding this solicitation to the Procurement Officer. Questions must be submitted via the Q&A Board within MyFloridaMarketPlace and must be RECEIVED NO LATER THAN the time and date reflected on the Timeline. Questions shall be answered in accordance with the Timeline. All questions submitted shall be published and answered in a manner that all respondents will be able to view. Respondents shall not contact any other employee of the Buyer or the State for information with respect to this solicitation. Each respondent is responsible for monitoring the MyFloridaMarketPlace site for new or changing information. The Buyer shall not be bound by any verbal information or by any written information that is not contained within the solicitation documents or formally noticed and issued by the Buyer's contracting personnel. Questions to the Procurement Officer or to any Buyer personnel shall not constitute formal protest of the specifications or of the solicitation, a process addressed in paragraph 19 of these Instructions.

6. Conflict of Interest. This solicitation is subject to chapter 112 of the Florida Statutes. Respondents shall disclose with their response the name of any officer, director, employee or other agent who is also an employee of the State. Respondents shall also

disclose the name of any State employee who owns, directly or indirectly, an interest of five percent (5%) or more in the respondent or its affiliates.

7. Convicted Vendors. A person or affiliate placed on the convicted vendor list following a conviction for a public entity crime is prohibited from doing any of the following for a period of 36 months from the date of being placed on the convicted vendor list:

- submitting a bid on a contract to provide any goods or services to a public entity;
- submitting a bid on a contract with a public entity for the construction or repair of a public building or public work;
- submitting bids on leases of real property to a public entity;
- being awarded or performing work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity; and
- transacting business with any public entity in excess of the Category Two threshold amount (\$25,000) provided in section 287.017 of the Florida Statutes.

8. Discriminatory Vendors. An entity or affiliate placed on the discriminatory vendor list pursuant to section 287.134 of the Florida Statutes may not:

- submit a bid on a contract to provide any goods or services to a public entity;
- submit a bid on a contract with a public entity for the construction or repair of a public building or public work;
- submit bids on leases of real property to a public entity;
- be awarded or perform work as a contractor, supplier, sub-contractor, or consultant under a contract with any public entity; or
- transact business with any public entity.

9. Respondent's Representation and Authorization. In submitting a response, each respondent understands, represents, and acknowledges the following (if the respondent cannot so certify to any of following, the respondent shall submit with its response a written explanation of why it cannot do so).

- The respondent is not currently under suspension or debarment by the State or any other governmental authority.
- To the best of the knowledge of the person signing the response, the respondent, its affiliates, subsidiaries, directors, officers, and employees are not currently under investigation by any governmental authority and have not in the last ten (10) years been convicted or found liable for any act prohibited by law in any jurisdiction, involving conspiracy or collusion with respect to bidding on any public contract.
- Respondent currently has no delinquent obligations to the State, including a claim by the State for liquidated damages under any other contract.
- The submission is made in good faith and not pursuant to any agreement or discussion with, or inducement from, any firm or person to submit a complementary or other noncompetitive response.
- The prices and amounts have been arrived at independently and without consultation, communication, or agreement with any other respondent or potential

respondent; neither the prices nor amounts, actual or approximate, have been disclosed to any respondent or potential respondent, and they will not be disclosed before the solicitation opening.

- The respondent has fully informed the Buyer in writing of all convictions of the firm, its affiliates (as defined in section 287.133(1)(a) of the Florida Statutes), and all directors, officers, and employees of the firm and its affiliates for violation of state or federal antitrust laws with respect to a public contract for violation of any state or federal law involving fraud, bribery, collusion, conspiracy or material misrepresentation with respect to a public contract. This includes disclosure of the names of current employees who were convicted of contract crimes while in the employ of another company.
- Neither the respondent nor any person associated with it in the capacity of owner, partner, director, officer, principal, investigator, project director, manager, auditor, or position involving the administration of federal funds:
 - Has within the preceding three years been convicted of or had a civil judgment rendered against them or is presently indicted for or otherwise criminally or civilly charged for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a federal, state, or local government transaction or public contract; violation of federal or state antitrust statutes; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property; or
 - Has within a three-year period preceding this certification had one or more federal, state, or local government contracts terminated for cause or default.
- The product offered by the respondent will conform to the specifications without exception.
- The respondent has read and understands the Contract terms and conditions, and the submission is made in conformance with those terms and conditions.
- If an award is made to the respondent, the respondent agrees that it intends to be legally bound to the Contract that is formed with the State.
- The respondent has made a diligent inquiry of its employees and agents responsible for preparing, approving, or submitting the response, and has been advised by each of them that he or she has not participated in any communication, consultation, discussion, agreement, collusion, act or other conduct inconsistent with any of the statements and representations made in the response.
- The respondent shall indemnify, defend, and hold harmless the Buyer and its employees against any cost, damage, or expense which may be incurred or be caused by any error in the respondent's preparation of its bid.
- All information provided by, and representations made by, the respondent are material and important and will be relied upon by the Buyer in awarding the Contract. Any misstatement shall be treated as fraudulent concealment from the Buyer of the true facts relating to submission of the bid. A misrepresentation shall be punishable under law, including, but not limited to, Chapter 817 of the Florida Statutes.

10. Manufacturer's Name and Approved Equivalents. Unless otherwise specified, any manufacturers' names, trade names, brand names, information or catalog numbers listed in a specification are descriptive, not restrictive. With the Buyer's prior approval, the Contractor may provide any product that meets or exceeds the applicable specifications. The Contractor shall demonstrate comparability, including appropriate catalog materials, literature, specifications, test data, etc. The Buyer shall determine in its sole discretion whether a product is acceptable as an equivalent.

11. Performance Qualifications. The Buyer reserves the right to investigate or inspect at any time whether the product, qualifications, or facilities offered by Respondent meet the Contract requirements. Respondent shall at all times during the Contract term remain responsive and responsible. In determining Respondent's responsibility as a vendor, the agency shall consider all information or evidence which is gathered or comes to the attention of the agency which demonstrates the Respondent's capability to fully satisfy the requirements of the solicitation and the contract.

Respondent must be prepared, if requested by the Buyer, to present evidence of experience, ability, and financial standing, as well as a statement as to plant, machinery, and capacity of the respondent for the production, distribution, and servicing of the product bid. If the Buyer determines that the conditions of the solicitation documents are not complied with, or that the product proposed to be furnished does not meet the specified requirements, or that the qualifications, financial standing, or facilities are not satisfactory, or that performance is untimely, the Buyer may reject the response or terminate the Contract. Respondent may be disqualified from receiving awards if respondent, or anyone in respondent's employment, has previously failed to perform satisfactorily in connection with public bidding or contracts. This paragraph shall not mean or imply that it is obligatory upon the Buyer to make an investigation either before or after award of the Contract, but should the Buyer elect to do so, respondent is not relieved from fulfilling all Contract requirements.

12. Public Opening. Responses shall be opened on the date and at the location indicated on the Timeline. Respondents may, but are not required to, attend. The Buyer may choose not to announce prices or release other materials pursuant to s. 119.071(1)(b), Florida Statutes. Any person requiring a special accommodation because of a disability should contact the Procurement Officer at least five (5) workdays prior to the solicitation opening. If you are hearing or speech impaired, please contact the Buyer by using the Florida Relay Service at (800) 955-8771 (TDD).

13. Electronic Posting of Notice of Intended Award. Based on the evaluation, on the date indicated on the Timeline the Buyer shall electronically post a notice of intended award at http://fcn.state.fl.us/owa_vbs/owa/vbs_www.main_menu. If the notice of award is delayed, in lieu of posting the notice of intended award the Buyer shall post a notice of the delay and a revised date for posting the notice of intended award. Any person who is adversely affected by the decision shall file with the Buyer a notice of protest within 72 hours after the electronic posting. The Buyer shall not provide tabulations or notices of award by telephone.

14. Firm Response. The Buyer may make an award within sixty (60) days after the date of the opening, during which period responses shall remain firm and shall not be withdrawn. If award is not made within sixty (60) days, the response shall remain firm until either the Buyer awards the Contract or the Buyer receives from the respondent written notice that the response is withdrawn. Any response that expresses a shorter duration may, in the Buyer's sole discretion, be accepted or rejected.

15. Clarifications/Revisions. Before award, the Buyer reserves the right to seek clarifications or request any information deemed necessary for proper evaluation of submissions from all respondents deemed eligible for Contract award. Failure to provide requested information may result in rejection of the response.

16. Minor Irregularities/Right to Reject. The Buyer reserves the right to accept or reject any and all bids, or separable portions thereof, and to waive any minor irregularity, technicality, or omission if the Buyer determines that doing so will serve the State's best interests. The Buyer may reject any response not submitted in the manner specified by the solicitation documents.

17. Contract Formation. The Buyer shall issue a notice of award, if any, to successful respondent(s), however, no contract shall be formed between respondent and the Buyer until the Buyer signs the Contract. The Buyer shall not be liable for any costs incurred by a respondent in preparing or producing its response or for any work performed before the Contract is effective.

18. Contract Overlap. Respondents shall identify any products covered by this solicitation that they are currently authorized to furnish under any state term contract. By entering into the Contract, a Contractor authorizes the Buyer to eliminate duplication between agreements in the manner the Buyer deems to be in its best interest.

19. Public Records. Article 1, section 24, Florida Constitution, guarantees every person access to all public records, and Section 119.011, Florida Statutes, provides a broad definition of public record. As such, all responses to a competitive solicitation are public records unless exempt by law. Any respondent claiming that its response contains information that is exempt from the public records law shall clearly segregate and mark that information and provide the specific statutory citation for such exemption.

20. Protests. Any protest concerning this solicitation shall be made in accordance with sections 120.57(3) and 287.042(2) of the Florida Statutes and chapter 28-110 of the Florida Administrative Code. Questions to the Procurement Officer shall not constitute formal notice of a protest. It is the Buyer's intent to ensure that specifications are written to obtain the best value for the State and that specifications are written to ensure competitiveness, fairness, necessity and reasonableness in the solicitation process.

Section 120.57(3)(b), F.S. and Section 28-110.003, Fla. Admin. Code require that a notice of protest of the solicitation documents shall be made within seventy-two hours after the posting of the solicitation.

Section 120.57(3)(a), F.S. requires the following statement to be included in the solicitation: "Failure to file a protest within the time prescribed in section 120.57(3), Florida Statutes, shall constitute a waiver of proceedings under Chapter 120, Florida Statutes."

Section 28-110.005, Fla. Admin. Code requires the following statement to be included in the solicitation: "Failure to file a protest within the time prescribed in Section 120.57(3), Florida Statutes, or failure to post the bond or other security required by law within the time allowed for filing a bond shall constitute a waiver of proceedings under Chapter 120, Florida Statutes."

21. Limitation on Vendor Contact with Agency During Solicitation Period.

Respondents to this solicitation or persons acting on their behalf may not contact, between the release of the solicitation and the end of the 72-hour period following the agency posting the notice of intended award, excluding Saturdays, Sundays, and state holidays, any employee or officer of the executive or legislative branch concerning any aspect of this solicitation, except in writing to the procurement officer or as provided in the solicitation documents. Violation of this provision may be grounds for rejecting a response.

Section 3

Special Instructions to Respondents

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3.01 Definitions: See the general conditions for definitions of terms that are material to this solicitation.

3.02 Overview of Department's Needs: The State of Florida, Department of Management Services, pursuant to Section 4 of the House Bill 5001 (2008), is authorized to issue this Invitation to Negotiate (ITN) for the design, financing, acquisition, leasing, construction, and operation of a 2,000 bed Correctional

Facility to house medium and close custody adult male inmates. The purpose of this ITN is to solicit a proposal(s) consistent with House Bill 5001 (2008), Florida Statutes, for evaluation by the Department of Management Services (Department) to negotiate for the design, financing, acquisition, leasing, construction, and operation of a 2,000 bed Correctional Facility to house medium and close custody adult male inmates, as specified in Section 4, Technical Specifications. The location shall be determined submitted proposals and negotiations.

- 3.03 Amendments to the Solicitation Documents:** The Department shall post amendments to the solicitation documents on the Florida Vendor Bid System (VBS) at http://fcn.state.fl.us/owa_vbs/owa/vbs_www.search.criteria_form under the posted solicitation number. Each Respondent is responsible for monitoring the VBS for new or changing information.
- 3.04 Additions / Deletions:** During the term of the contract resulting from this Invitation to Negotiate, the State shall have the right to add/delete services/products. Additions of items of bid shall be at the bid price or a lower current or agreed-upon price. Deletions of items of bid shall be at the bid price. Additions of other items or services shall be upon mutual written agreement of both parties.
- 3.05 Questions/Procurement Officer:** Respondents shall address any questions regarding this solicitation to the Procurement Officer, who is identified on the cover sheet of this solicitation package. The Department shall not be bound by any verbal information or by any written information that is not contained within the solicitation documents, formally noticed and issued by the Procurement Officer, or ultimately included in the Contract after the negotiation process. Questions to the Procurement Officer, or to any other Department personnel, shall not constitute formal protest of the specifications or of the solicitation, a process addressed in section 20 of PUR 1001.
- 3.06 Special Accommodations:** Any person requiring a special accommodation at Departmental Purchasing because of a disability should call Departmental Purchasing at (850) 410-1423 at least five (5) workdays prior to the scheduled event. If you are hearing or speech impaired, please contact Purchasing by using the Florida Relay Service at (800) 955-8771 (TDD).
- 3.07 Sole Point of Contact:** The Procurement Officer is the sole point of contact. Respondents to this solicitation or persons acting on their behalf may not contact, between the release of the solicitation and the end of the 72-hour period following the agency posting the notice of intended award, excluding Saturdays, Sundays, and state holidays, any employee or officer of the executive or legislative branch, or Carter, Goble, Lee Companies concerning any aspect of this solicitation, except in writing to the procurement officer or as provided in the solicitation documents. Violation of this provision may be grounds for rejecting a response.

- 3.08 Legal Requirements:** Applicable provisions of all federal, state, county and local laws, and administrative procedures, regulations, or rules shall govern the development, submittal, and evaluation of all proposals received in response hereto and shall govern any and all claims and disputes which may arise between persons submitting a proposal hereto and the Department. Lack of knowledge of the law or applicable administrative procedures, regulations, or rules by any Respondent shall not constitute a cognizable defense against their effect.
- 3.09 Adherence to Laws, Rules, Regulations and Standards:** By submitting a response to this solicitation, Respondent hereby agrees to meet applicable requirements of Florida Statutes and any additional applicable local, state and federal laws, rules and regulations. In addition, Respondent agrees to adhere to all standards applicable to both the design and construction of the facility and the operation and management of the Facility. Such adherence shall include, but not be limited to all applicable ACA Standards for Correctional Facilities (whether mandatory or non-mandatory), the Florida Department of Corrections' rules, policies and procedures (unless in contravention with corresponding ACA standards) and the Department of Management Service's Administrative Rules, Procedures, and Technical Instructions that pertain to the care, custody and control of inmates. Respondent is responsible for being familiar with and obtaining copies of current versions of such standards, manuals, procedures, etc. Design/Build Aspects of the resulting contract must also conform to Florida Statutes Chapter 255.252(3).
- 3.10 Disclosure of Reply Contents:** All documentation produced as part of this solicitation shall become the exclusive property of Department and may not be removed by the respondent or its agents. All replies shall become the property of Department and shall not be returned to respondent. Department shall have the right to use any or all ideas or adaptations of the ideas presented in any reply. Selection or rejection of a reply shall not affect this right.
- 3.11 Proposal Tenure:** All proposals are binding for one hundred eighty (180) days following the proposal opening date.
- 3.12 Submittal Date and Time:** Proposals are due on the date and by the time indicated in the Calendar of Events.
- 3.13 Submittal of Proposals:** Respondent shall submit to the Department ONE (1) original (including one (1) electronic copy on CD-ROMs in .pdf format) and TEN (10) COPIES of the required submittals as enumerated in Sections 2.19 Operations Proposal Format and 2.20 Design/Build Proposal Format. Each proposal should be, clearly marked as such, and submitted to the Department no later than the date and time in which all proposals are due under the Calendar of Events. All proposals must be typed and numbered, include a Table of Contents listing for each separate section, and must be in accordance with the format and content set forth in this section. Proposals received after the due date and time

indicated in the Calendar of Events will not be considered. Respondent is responsible for ensuring that its proposal is delivered at the proper time and to the proper place. Proposals submitted by facsimile, telegraph, mail-gram, and electronic mail shall be rejected. The original Proposal(s) must contain the original, signature of an authorized representative of the Respondent. It is the Respondent's responsibility to examine this entire solicitation, seeks clarification in writing, and reviews its Proposal for accuracy before submitting the Proposal. Once the submission deadline has passed, all Proposals will be final unless otherwise indicated in this solicitation. The Department will publicize only the identity and address of the Respondents who submitted a Proposal. All Proposals and supporting materials shall be the property of the Department.

3.14 Labeling: The face of the envelope, notebook, or other document holder containing each submitted proposal (i.e., Design and Construction Proposal with initial prices) shall identify which proposal is enclosed inside, and shall contain the following information as applicable:

- ITN Number; and
- Proposal Name
- Name of Respondent; and
- Opening Date & Time

3.15 Document Delivery: It is the Respondent's responsibility to ensure that its proposals are delivered by the proper time to the Issuing Officer identified on the cover of this solicitation. The time/date stamp/clock in the Department shall serve as the official authority to determine timeliness of the proposals. Proposals, which for any reason are not timely received, will not be considered. Late proposals will be declared non-responsive and will not be further evaluated. Unsealed and/or unsigned proposals received by telegram, facsimile transmission or other similar means are not acceptable, and will be declared non-responsive and will not be further evaluated.

3.16 Inspection or Examination of Proposals: Proposals are not public records subject to the provisions of Section 119.07(6)(m), Florida Statutes, until such time as the Department provides notice of a decision pursuant to Section 120.53(3)(a), Florida Statutes, or until ten (10) days after opening, whichever is earlier.

3.17 Withdrawal of Proposal: Withdrawal of proposals may be requested within 72 hours (excluding State holidays, Saturdays and Sundays) after the opening time and date. Requests received in accordance with this provision may be granted by the Department upon proof of the impossibility to perform based upon an obvious error.

3.18 Execution of Proposals: Each proposal must contain the company name and F.E.I.D. or social security number and the original signature of an authorized representative of the Respondent. Each proposal must be typed. Each proposal should be submitted with Respondent's name and page number on each page.

3.19 Operations Proposal Format: The objective of the proposal is to demonstrate the proposing firm's ability to successfully deliver the services requested. In order to assist the Department in reviewing proposals, each proposal shall provide straightforward, concise delineation of the Respondent's capabilities to satisfy the requirements of this solicitation. The Department reserves the right to request clarification of information submitted and to request additional information of one or more Respondent after the deadline for receipt of Proposals. A Respondent will not be given additional points for bindings, colored displays, promotional material, etc. The Proposal must be complete and clear. To expedite the evaluation of proposals, it is essential that the Respondent follow the format and instructions contained herein. The Proposal submitted shall be contained in clearly marked binders. If multiple binders are required, they shall be labeled by volume number. Multiple copies shall be serially numbered, with the original and copy number marked on each volume.

A. Proposals shall be submitted in accordance with the criteria below:

1. Left hand margin shall be no less than 1 inch.
2. Information shall be typed and double-spaced.
3. Type shall be no smaller than a type 12pt Font.
4. Information shall be shown on single side of paper only.
5. Proposal pages shall be sequentially numbered.

B. The Proposal must include sufficient information to allow the Department Representative and the Evaluation Committee to verify all of the Respondent's claims of meeting the solicitation's requirements. These instructions describe the required format for a Respondent's proposal. An identifiable tab sheet shall precede each section for easy reference. The Facility Operation Proposal submitted must follow the same format as described below and meet the minimum qualifications set forth in this solicitation. The Facility Operation Proposal must not include any cost figures. Any Facility Operation Proposal containing cost figures will be declared non-responsive and will not be evaluated. Each Facility Operation Proposal must **at least** include the following sections described below and the location of these various sections must be referenced in the Proposal Table of Contents.

Cover page
Table of Contents
Introduction and Background Statement
Corporate Qualifications
References

Operation and Management Requirements/Scope of Services
Insurance Plan
Other Required Submissions

- C. The Department may reject any proposal that does not meet this form.
- D. The Cover Page must clearly identify the ITN Number; and Proposal Name; Respondent's Corporate Name and a Contact Name Number; Name of Proposed Facility; and Proposal Opening Date & Time.
- E. The Table of Contents must clearly identify each section and page number. Each section of the Proposal shall be identified with a heading at the beginning of each section and contain page numbers relative to that section.
- F. The Introduction and Background Statement included in the Facility Operation Proposal must be in the form of a standard business letter and must contain the Respondent's name, address and telephone number and **must be signed by an individual authorized to legally bind the Respondent**. The Introduction and Background Statement must contain the following information:
1. A statement regarding the Respondent's legal structure (e.g., corporation, partnership)
 2. Federal tax identification number and principle place of business.
 3. A statement that the person signing the Proposal certifies that he or she is the person in the Respondent's organization who is responsible for, or authorized to make decisions as to matters relating to this solicitation.
 4. The name, telephone number, fax number and electronic mail (e-mail) address of a contact person who has authority to answer questions regarding the Proposal.
 5. A list of all proposed services to be subcontracted, if any, by the Respondent on the contract if the Respondent is selected to do the work, and a listing of all subcontractors Respondent will utilize in satisfying the requirements of this solicitation. For each identified subcontractor, a letter, signed by someone authorized to legally bind the subcontractor, with the following information must be included:
 - a. The subcontractor's legal structure, tax identification number, and principal place of business address.
 - b. The name and phone number of someone who is authorized to legally bind the subcontractor to contractual obligations.
 - c. A description of the work the subcontractor will do.

- d. A commitment to do the work if the Respondent is selected.
 6. A statement that the Respondent's Proposal meets the minimum qualifications and other requirements set forth in this solicitation.
 7. A statement that the Respondent is registered with the Secretary of the State of Florida to do business in the State of Florida.
- G. The Respondent must include the Corporate Qualifications. The Respondent must provide evidence of meeting the minimum qualifications described in this section. Failure to meet the specific minimum requirements may result in the Proposal being rejected with no further evaluation or consideration. Respondents whose proposals, past performance or current status do not reflect the capability, integrity or reliability to fully and in good faith perform the requirements of a Contract shall be rejected as non-responsive. The Department reserves the right to determine which proposals meet the material requirements of the solicitation, and which Respondents are non-responsive.
1. Section 4 of HB 5001 (2008) provides that this solicitation is for a 2,000 bed private prison facility.
 2. The Respondent must provide all relevant data showing that at least since 1995, it has either continuously and/or concurrently operated at least two (2) criminal justice facilities of at least 300 beds each for a minimum of two years or one (1) criminal justice facility of at least 1000 beds for a minimum of one year or more. In the case of a joint venture, at least one joint venture partner must meet either one of the above requirements. For purposes of this requirement, "criminal justice facility" is defined as a place of total confinement for convicted felons where no felon is allowed off the premises without the supervision of a sworn peace officer. Required data for each referenced criminal justice facility will include but not be limited to:
 - a. Name, address, and telephone number of the facility.
 - b. Beginning and ending dates of operation for each facility operated/directed.
 - c. Name, address, and telephone number of reference.
 - d. Description of each facility, including the applicable custody grades / security level (or equivalent) of the felons housed therein, the bed size of each facility, and length of operations.

3. Required data to support the minimum experience requirement for the above-referenced services will include but not be limited to:
- a. Detail regarding the experience of the Respondent corporation as it relates to satisfying the Design/Construction of this solicitation.
 - b. Detail regarding the experience of the subcontractors (if any identified in Introduction and Background) that may be utilized by Respondent in providing both the Design/Construction of this solicitation.
 - c. Detail regarding the experience and qualifications of Corporate and Management staff of Respondent to be utilized in providing the service requirements of this solicitation.
 - d. The name, address and telephone number of each criminal justice facility operated/directed by the Respondent.
 - e. Beginning and ending dates of service for each facility operated/directed by Respondent.
 - f. Whether the experience is that of Respondent or Principal. If Principal, identify by name, corporate title, organization with which affiliated at time of above experience, and position/job title in that organization at time of experience. Note: a Principal can only claim experience separate from that amassed while working for the Respondent, including either as a subcontractor or consultant to the Respondent.
 - g. Each criminal justice facility operated/directed by Respondent which is referred to in this section shall be described to include type of population, number of beds, and length of operation, name, address and telephone and fax number of client or agency and contract administrator for that particular facility.
 - h. The Respondent must identify any and all contracts terminated, the reasons for the termination including whether such termination was for cause or convenience, and the name and phone number of the contract administrator from the former contracting entity/agency, in order to verify that since 1995, it has had no more than two (2) contracts terminated for non-compliance with contract terms.
 - i. The Respondent must include a description of how its and/or its senior management staff's experience in the operation and management of adult correctional facilities

qualifies it to provide the services required. At the time of application, the Respondent must be operating and managing one or more correctional facilities that are accredited by the American Correctional Association (ACA). Respondent shall identify such correctional facilities and provide a contact person at each correctional facility.

- j. The Respondent, under its current corporate name or identity, or any previous Corporate name or identity, must not have been restricted, prohibited, or precluded by legislation or court order from participating in any public Contract or Contract procurement.
 - k. The Respondent must provide a detailed statement describing the Respondent's experience in providing both design and construction services and criminal justice facility operation and management services.
- H. The Respondent must provide five (5) references of customers to whom the Respondent has provided contractual services relevant to the operation of a large-scale criminal justice facility and the requirements of this solicitation (e.g., the size, scope, and monetary value of the instant project). Respondent must provide customer's name, point of contact, telephone number, contract beginning and ending dates, and an explanation as to the relevance or similarity to this project. Each identified contact person must have first hand knowledge regarding the specific work of the Respondent. Adverse or unverifiable references may cause the proposal to be rejected.
- I. The respondent shall provide their Operation and Management Experience. The Respondent shall provide the following information:
- 1. An organizational chart for the proposed management of the prison and an organizational chart showing Respondent's overall corporate structure. The organizational chart shall identify all management personnel by job title and their responsibilities. Respondent shall also provide resumes, not to exceed one page in length, of the Respondent's President or Chief Executive Officer, Chief Financial Director and the chief officer(s) over correctional operations, and all proposed staff who will be responsible for management of the prison (including, but not limited to secured facility management and the lead security officer). Resumes should include name, education, addresses, telephone number and number of years of experience in profession. If Resumes cannot be provided for any management position, please indicate reason.

NOTE: In the event the successful respondent desires to substitute any key personnel submitted with proposal, either permanently or temporarily, the Department shall have the right to approve or disapprove the desired personnel change in advance in writing.

2. Provide job descriptions for the following positions to demonstrate Evidence of qualifications, correctional experience, and performance experience of key management personnel who will be utilized to provide the Correctional Operations Services, in the following areas:
 - a. Security
 - b. Inmate Litigation
 - c. Health Services
 - d. Programs
 - e. Employee Training
 - f. Facility Management
 - g. Food Services
- J. The Insurance Plan required to be submitted shall fully describe how the Respondent intends to comply with all of the insurance requirements of this solicitation.
- K. The Respondent must provide the following information in support of their qualifications to perform the services requested herein. The respondent shall provide the following additional submissions: The Respondent must provide the following information in support of their qualifications to perform the services requested herein:
1. Proposed Timeline: A proposed timeline for the implementation of the Contract, including but not limited to a timetable for design and construction and a timetable for implementation of the actual occupancy of the facility on or by the Service Commencement Date.
 2. Financial Statements: The Respondent must provide audited financial statements (10K and 10Q, if any) for the Respondent and each of its predecessor and affiliated entities for the previous five (5) years, or for each of the years in operation, if fewer than five years.
 3. In addition, provide current bank balances and lines of credit (outstanding and available balances), management letters from CPA audits, and include financial covenants and maturities of long-term liabilities.

4. Previous Lawsuits: A list of all tort and civil rights lawsuits, since 1995, settled, lost or by which an adverse ruling or decision was rendered against Respondent, the issues involved therein, and the settlement reached or consent orders entered in connection with the suits/actions.
5. Prior Contracts: Data relating to the performance of the Respondent on similar projects to verify that Respondent has a history of submitting responsible proposals that are adequate to support the intended program. This will include proposal prices on other contracts awarded to the Respondent since 1995 for criminal justice facilities with 300 beds or more.
6. Financial Solvency: The Respondent must provide information regarding whether the Respondent, under its current corporate name or identity or any previous corporate name or identity, any officers of said Respondent, or any owners of a 20 percent interest or greater in said Respondent has filed for bankruptcy, reorganization, a debt arrangement, moratorium, or any proceeding under any bankruptcy or insolvency law, or any dissolution or liquidation proceeding.
7. SEC Investigations: Description of any prior or current securities investigations involving the Respondent, its predecessors, its affiliates, or its principals.
8. Criminal Activity: In any, a list of all indictments and convictions for violations of federal and/or state laws by the Respondent or any officer or board member or former officer or board member of the Respondent within the past five (5) years and the issues involved.
9. Correctional Facility Disturbances: A description of all major disturbances that have occurred in any criminal justice facility operated by the Respondent and a name, address and telephone number of a contact person representing the facility. For the purposes of this section, a major disturbance includes, but is not limited to: fatalities of staff or inmates that occur on facility grounds or that stem from actions that took place on facility grounds; battery on facility grounds that results in the hospitalization of staff or inmate; any riot or strike on facility grounds; the arrest of any facility staff member on or relating to act that took place on facility grounds; and any escape.
10. Project Financing: If applicable, a plan of financing the Respondent intends to employ for this project.

3.20 Design/Build Proposal Format The objective of the proposal is to demonstrate the proposing firm's ability to successfully design and build the facility in question. In order to assist the Department in reviewing proposals, each proposal shall provide straightforward, concise delineation of the Respondent's capabilities to satisfy the Design/Build requirements of this solicitation. The Department reserves the right to request clarification of information submitted and to request additional information of one or more Respondent after the deadline for receipt of Proposals. A Respondent will not be given additional points for bindings, colored displays, promotional material, etc. The Proposal must be complete and clear. To expedite the evaluation of proposals, it is essential that the Respondent follow the format and instructions contained herein. The Proposal submitted shall be contained in clearly marked binders. If multiple binders are required, they shall be labeled by volume number. Multiple copies shall be serially numbered, with the original and copy number marked on each volume.

A. Proposals shall be submitted in accordance with the criteria below:

1. Left hand margin shall be no less than 1 inch.
2. Information shall be typed and double-spaced.
3. Type shall be no smaller than a type 12pt Font.
4. Information shall be shown on single side of paper only.
5. Proposal pages shall be sequentially numbered.

B. The Proposal must include sufficient information to allow the Department Representative and the Evaluation Committee to verify all of the Respondent's claims of meeting the solicitation's requirements. These instructions describe the required format for a Respondent's proposal. An identifiable tab sheet shall precede each section for easy reference. The Facility Operation Proposal submitted must follow the same format as described below and meet the minimum qualifications set forth in this solicitation. The Facility Operation Proposal must not include any cost figures. Any Facility Operation Proposal containing cost figures will be declared non-responsive and will not be evaluated. Each Facility Operation Proposal must **at least** include the following sections described below and the location of these various sections must be referenced in the Proposal Table of Contents. Areas to be covered in the Design/Build Proposal should include:

Cover page
Table of Contents
General Information
The Leadership in Energy and Environmental Design (LEED) Green
Experience
Organization
Organizational Staff
Construction Management

Overlap of Design/Build and Operation/Management
Responsibilities and Liability
Associations
Improvements
Construction management Control System
State of the Art Processes
Workload
Local Knowledge
Financial Statement
References
Project Experience – General
Project Experience – Specific
Skills & Experience of the Construction Team
Project Scope, Approach and Understanding
Cost and Pricing Data

- C. The Department may reject any proposal that does not meet this form.
- D. The Cover Page must clearly identify the ITN Number; and Proposal Name; Respondent's Corporate Name and a Contact Name Number; Name of Proposed Facility; and Proposal Opening Date & Time.
- E. The Table of Contents must clearly identify each section and page number. Each section of the Proposal shall be identified with a heading at the beginning of each section and contain page numbers relative to that section.
- F. The Respondent shall include general information for the design/build firm to include actual experience of your firm or joint venture during the last five (5) years. The replies should be detailed and informative.
- G. Pursuant to Executive order 07-126 and Section 255.252(3), F.S., the Department requires the proposed prison complex be designed and constructed in accordance with green building standards where applicable. The Respondent should demonstrate knowledge and experience with the United States Green Building Council's Leadership in Energy and Environmental Design (LEED) rating system, or a nationally recognized, high-performance green building rating system as approved by the Department. Respondents with project team members accredited in the LEED program are preferred. The prison complex should obtain LEED certification where feasible.
- H. The Respondent will include information on the organization of the design/build team. The Project Manager, Project Engineer and Construction Manager may be different individuals, but cannot serve in more than two positions. The Project Engineer must be a professional engineer registered in the State of Florida; proof of registration is required with submittal. The Department will select the Project Manager. If

proposal is a joint venture, supply requested information on each involved firm.

1. Firm:
 - a. Name, Address, Telephone, Contact Person
 2. Types of Services Provided by Firm:
 - a. Construction Management
 - b. Project Management
 - c. General Construction Contracting
 - d. Design/Build
 - e. Other, Explain
 3. Legal Form:
 - a. Individual, Partnership, Corporation, Joint Venture
 - b. Date incorporated under present firm
 - c. Former names, locations and dates (if any)
 - d. Names, titles and addresses of firm owner, partners or officers
- I. The Respondent shall provide information on the organization staff in their design/build proposal. This information shall include:
1. Employee Qualifications: Respondent shall describe the capabilities of personnel of its firm or joint venture or consultants in the following areas to provide the technical services required:
 - a. Quality Control
 - b. Construction Superintendence
 - c. Estimating
 - d. Construction Inspection
 - e. Safety
 - f. Management

- g. Construction Management Control Systems
- h. Computer Technology

2. Expertise: Respondent shall describe in detail which of the above technical services it considers its staff to be exceptionally qualified, the basis for that belief, and shall provide the names and specifications of those staff members.

J. The Respondent shall provide details relating to the Construction Management Experience of their staff. This information shall include:

1. Organization: Respondent shall describe in detail the following structural and management practices:

- a. Team, departmental, combination, permanent, temporary
- b. Leadership and decision making
- c. Top management involvement
- d. Personnel recruitment, within firm or from outside
- e. Number of personnel normally assigned to project during design,
- f. during construction, relationship to cost
- g. Proposal to control overall construction quality and quality of sub-contractors' workmanship?

2. Design-Related Operations:

- a. Extent
- b. Personnel Involvement
- c. Working procedures, coordination, follow-up and cooperation with contractors, Architect-Engineer
- d. Inputting construction know-how
- e. Market analysis
- f. Interfacing construction contracts
- g. Bid packaging and solicitation

h. Long-range procurement

3. Construction Related Operations:

a. Extent

b. Personnel involvement, full or part-time

c. Working procedures, coordination, follow-up, checking and cooperation with contractors, Architect-Engineer and Owner

d. Use of Superintendents

e. Inspection

f. Technical support and consultants

g. Administration

h. Handling change orders, shop drawings, materials approval, samples, as-built drawings and claims

i. Labor relations

j. Construction facilities, equipment, materials and manpower

K. Overlap of Design and Construction: Describe your experience in managing phased construction activities, with particular emphasis on its special problems and their resolution.

L. Responsibilities and Liability: Discuss your view of the extent of your responsibility and liability as a Construction Manager under a proposed contract.

M. Associations: With respect to joint ventures or associations with other firms, please describe in detail previous associations on construction projects in sufficient detail to demonstrate your ability to effectively work with and manage a combination of firms. Indicate who the firms were if they were different from the ones proposed on this project.

N. Improvements: What changes have been instituted in the last five (5) years to improve your operations? Why were they needed? Have they been successful?

O. Construction Management Control System: Describe your firm's competence in the implementation and maintenance of network-based

construction management control systems and in the application of systematic cost control methods. Give answers to the following:

1. List and describe all computer software you utilize, including management, scheduling and estimating.
2. To what extent do you rely upon the capabilities of your subcontractors to provide estimating know-how?
3. How do you use your computer systems to forecast work-in-place, manpower requirements, productivity, cash flow and budget overruns?

P. State of the Art processes: Discuss your familiarity, involvement and application of any of the following techniques or systems:

1. Project Management
2. Conceptual Estimating
3. Life Cycle Costing
4. Specification System
5. Building Systems
6. Value Management
7. Partnering/Team Building
8. Green Initiatives

Q. Please provide the following workload information in your proposal:

1. Present Projects: Please provide a comprehensive list of work, your firm is responsible for (giving names of projects, locations, and owners, estimated construction costs), percent of design completion and construction completion, and firms associated with (if any).
2. Capacity: Describe in today's construction dollars, the volume of work that your firm can handle at this time with 1) your present workforce, 2) with readily available augmentation (i.e., give number and types of additional personnel required), and 3) the bonding capability of your firm.

3. Long-Term Record: List in today's construction dollars, the volume of work your firm has handled for each of the past five (5) years identifying specific projects, locations and costs. Discuss reasons for any major fluctuations.
- R. Local Knowledge: Show knowledge of and experience and utilization with local construction conditions in the proposed project area.
- S. Financial Statement: Attach statement of financial condition, including regular dated statement or balance sheet, certified audited financial statements for the past five (5) years and proof of bondability for the amount of the this project.
- T. References: Give name, address, telephone number and person to contact for any of the following references you wish the Department to contact concerning your firm's ability:
1. Owners
 2. Bonding Companies
 3. Financial Institutions
 4. Public Officials
 5. Architect-Engineers
 6. General Contractors
 7. Major Subcontractors
 8. Major Suppliers
- U. Project Experience – General: Describe your experience on completed construction projects giving the following information on each project reported:
1. Project name and location
 2. Project description
 3. Construction cost
 4. Design start and completion dates
 5. Construction start and completion dates
 6. Actual work you performed and percentage of total work

7. Owner's name, address, telephone number and person to contact
8. Architect-Engineer's name, address, telephone number and person to contact

V. Project Experience – Specific: For one or more of the above-completed construction projects (maximum of three). Provide the following additional information:

1. Discuss any original or unique thinking or judgment exercised by your staff during the project.
2. Details on addenda issued during bidding and why they were needed.
3. Details on change orders issued during construction; why they were needed and how they affected the construction progress.
4. The total construction award amount compared to the final pre-bid estimate.
5. Completed construction cost compared to the initial construction award amount and to the construction estimate when design was initiated.
6. The initial schedule, in months, for design and for construction compared to the actual time spent.
7. Extent of your involvement in project problems during both design and construction, including any design or construction omissions, errors, other deficiencies or changed conditions.
8. Discuss your relationships with the Owner, the Architect-Engineer, and the constructing contractors (prime or sub).
9. Describe any post-construction problems in start-up, operation or maintenance.
10. If you were doing the project again, would you do anything different? Why?

W. Skills and Experience of the Construction Team: Respondent must be or contract with a Design-Build firm appropriately licensed in the State of Florida, with a qualifying agent employed full time by the licensed firm

with proof of licensure required with submittal. A design-build firm is defined by Section 287.055.2, Florida Statutes, as follows:

A “design-build firm” means a partnership, corporation, or other legal entity that:

1. Is certified under Section 489.119, Florida Statutes, to engage in contracting through a certified or registered general contractor or a certified or registered building contractor as the qualifying agent; or
2. Is certified under Section 471.023, Florida Statutes, to practice or to offer to practice engineering; certified under Section 481.219, Florida Statutes, to practice or to offer to practice architecture; or certified under Section 481.319, Florida Statutes, to practice or to offer to practice landscape architecture.

Respondents not meeting or not contracting with a firm meeting the definition of a design-build firm shall be considered non-responsive and ineligible for consideration.

The Design and Construction Proposal shall include the following for the Design/Build Firm:

3. Identify all key personnel, sub-consultants and sub-contractors who will actually be assigned to perform this project. Provide resumes (two pages maximum) for the Project Manager, Project Engineer and Construction Manager.
4. Provide a summary of the experience of the Firm with regards to the design, permitting, construction of correctional facilities.
5. Describe the experience of the Construction Firm as related to this project. This will include the experience of the Design-Build Firm, as well as that of other members of the Construction Firm Team, i.e. personnel, sub-consultants, branch offices, team members, and other resources anticipated to be used for this project. Name specific projects successfully completed within the past ten (10) years where significant Construction Firm Team members have performed similar projects.

6. The Management Plan for the project, including the roles of the Key Team Members, and describing how the construction will be managed.
 7. Provide an organizational chart showing the organizational structure of the Construction Team containing the key personnel, sub-consultants, and sub-contractors including the Project Manager, Project Engineer, and Construction Manager.
- X. Project Scope, Approach and Understanding: Describe the Construction Team's understanding of the project. The project approach should document:
1. The Construction Team understanding of the project, approach to successful completion, specialized skills needed, special considerations and possible difficulties in completing the project. Specific experience with correctional projects similar in size and complexity.
 2. The Department places a high emphasis on the timely completion of this project. Identify and provide an initial project schedule.
 3. Identify Construction Team's approach to facilitating the permitting process, utility and agency coordination.
 4. Describe any potential alternative innovative approaches to the project if applicable.
- Y. Cost and Pricing Data: The Respondent shall provide any or all of the following documentation to support the fee proposal design and contract management as a condition precedent to the Execution of the Contract:
1. A current audited financial statement for the most recently completed fiscal year.
 2. Raw labor rates by labor classification certified as accurate by an officer of the company.
 3. Breakdown of the fee by task/labor classification and raw or billable hourly rate/number of hours
 4. Breakdown of the construction cost as follows:
 - a. Construction
 - b. General Conditions

- c. Fee
- d. Architectural Fees
- e. Permits

3.21 Proposal Bond and Performance Bond: Each Respondent is required to accompany his/her proposal and best-and-final offer (BAFO) with a certified or cashier's check or proposal bond in the amount of five (5) percent of his/her total proposal price or have on file with the Department an annual bid or proposal bond for the same amount. Check or proposal bond shall be payable to the Department. This check/bond is to insure against withdrawal from competition subsequent to his/her submission of the proposal and to guarantee performance when the contract is awarded. This check/bond will be returned to all unsuccessful Respondents immediately upon the awarding of the contract.

This Proposal check/bond of the successful Respondent will be retained by the Department until the successful Respondent furnishes the Department with an acceptable performance bond equal to the amount of the total proposal/contract price of one (1) year of the contract cost. The performance bond must be submitted to the Department within ten (10) business days from date of posting of notice of intended award.

The successful Respondent shall supply a Performance Bond issued by an insurance company licensed by the Florida Department of Financial Services, covering the faithful performance of this contract, in all terms and conditions thereof throughout the full term thereof, between the State and the Respondent and which will further indemnify and save harmless the State from all costs and damages by reason of the Respondent's default, breach, or failure to satisfactorily complete any of the following terms:

- A. Payment to all entities, individuals, and the like furnishing labor or materials in connection with this Contract; and
- B. Successful, full, and satisfactory completion, including the dates specified between the State and the Respondent, of the ongoing operation and performance, consumable supplies, and maintenance herein concerned.

In the event of control and operation of the site by the State or Surety, the State shall incur no financial obligation to the Respondent, and shall recover from the Respondent or Surety any costs of cover, i.e. additional costs, if any, incurred by the State in operating any site(s) during the breach by the Respondent.

Said performance bond shall be forfeited on failure of Respondent to perform on any part of specifications and contract outlined herein.

Such bond shall be issued from a reliable surety company, licensed to do business in the State of Florida and acceptable to the purchaser.

To be acceptable to the purchaser as a Surety for Proposal Bonds and Performance Bonds, a Surety Company shall comply with the following provisions:

- A. The Surety Company must be admitted to do business in the State of Florida.
- B. The Surety Company shall have been in business and have a record of successful continuous operation for at least five (5) years.
- C. All bonds shall be signed by a Florida licensed resident Agent who holds a current power of attorney from the surety company issuing the bond.

3.22 Reply Evaluation Criteria: The Department shall evaluate responsive replies and score them on a scale of 1 to 200 using the following criteria (weight noted parenthetically). The Department anticipates awarding the Contract (if any award is made) to the Respondent that is responsive and responsible, and provides the best value to the State. Attachment A provides additional details on how proposals will be evaluated. The following criteria will be used to evaluate Proposals.

Qualifications	50 points
Overall Operations Plan	50 points
Overall Design/Build Plan	50 points
Price	<u>50 points</u>
Total	200 points

- **Qualifications:** Respondent's qualifications, financial and additional services proposal (Maximum 50 points)
 - Experience – Age of the company, qualifications of key personnel, ability of Respondent to comprehensively provide the services sought under the solicitation. (0-30 points)
 - Financial – The financial stability of Respondent as determined by any and all information received by the Department as part of the evaluation of Proposal. (0-10 points)
 - References – Five references from similar current and past projects provided as directed herein. (0-10 points)
- **Overall Operations Plan:** Respondent's overall Facilities Operations Proposal that will provide the best value to the state. (Maximum 50 points)

- Best Practices – Inclusion of any best practices incorporating the optimum of industry processes. (0-20 points)
- Evidence Based Practices – Respondent’s plan for the providing the programming shown to reduce the likelihood of recidivism. (0-10 points)
- Competitive Procurement Practices – Respondent’s plan for competitively contracting for subcontractor’s services. (0-20 points)
- **Overall Design/Build Plan:** Respondent’s overall Design/Build Proposal that will provide the best value to the state. (Maximum 50 points)
 - Green Standards – Inclusion of energy saving practices certified by Leadership in Energy and Environmental Design. (0-30 points)
 - Detailed Plan – Respondent’s experience and plan for the providing the design/build services described in this solicitation. (0-20 points)
- **Price:** The Respondent’s price for operation of the correctional facility described herein. (Maximum 50 points)
 - Competitiveness of Respondent’s total price. (Maximum 20 points)
 - Respondent’s ability to demonstrate that it will operate the facility at a price that insures a significant savings to the state in seeking to contract these services. (Maximum 30 points)

3.23 Reply Evaluation and Negotiation Process: Using the evaluation criteria specified above, in accordance with section 287.055, Florida Statutes, the Department shall evaluate and rank replies and, at the Department’s sole discretion, proceed to negotiate with Respondent (s) as follows:

- The highest ranked Respondent (s) will be invited to negotiate a contract including compensation models. If necessary, the Department shall request revisions to the approach submitted by the top-rated Respondent (s) until it is satisfied that the contract will serve the Department’s needs and is determined to be the best value for the State. The process will continue until a contract is negotiated and executed. The Department may in its sole discretion, award and enter into contracts with more than one Respondent, if in the best interest of the State.
- The Department reserves the right to negotiate with all responsive and responsible Respondent (s), serially or concurrently, to determine the best-suited solution. The ranking of replies indicates the perceived overall benefits of the proposed solution, but the Department retains the discretion to negotiate with other qualified Respondents as deemed appropriate.

- Before award, the Department reserves the right to seek clarifications, to request reply revisions, and to request any information deemed necessary for proper evaluation of replies. Respondents may be requested to make a presentation, provide additional references, provide the opportunity for a site visit, etc. The Department reserves the right to require attendance by particular representatives of the Respondent. Any written summary of presentations or demonstrations shall include a list of attendees, a copy of the agenda, and copies of any visuals or handouts, and shall become part of the Respondent's reply. Failure to provide requested information may result in rejection of the reply.
- The focus of the negotiations will be on achieving the solution that provides the best value to the State.
- In submitting a reply a Respondent agrees to be bound to the terms of the General Conditions and its proposed contract. Offered compensation models should assume those terms apply, but the Department reserves the right to negotiate different terms and related price adjustments if the Department determines that it provides the best value to the State.

The Department reserves the right to reject any and all replies, if the Department determines such action is in the best interest of the State or the Department. The Department reserves the right to negotiate concurrently or separately with competing Respondents. The Department reserves the right to accept portions of a competing Respondent's reply and merge such portions into one project, including contracting with the entities offering such portions. The Department reserves the right to waive minor irregularities in replies.

3.24 Disclosure of Reply Contents: All documentation produced as part of this solicitation shall become the exclusive property of the Department and may not be removed by the Respondent or its agents. All replies shall become the property of the Department and shall not be returned to Respondent. The Department shall have the right to use any or all ideas or adaptations of the ideas presented in any reply. Selection or rejection of a reply shall not affect this right.

3.25 Confidential, Proprietary, Or Trade Secret Material: The Department takes its public records responsibilities as provided under chapter 119, Florida Statutes and Article I, Section 24 of the Florida Constitution, very seriously. If Respondent considers any portion of the documents, data or records submitted in response to this solicitation to be confidential, trade secret or otherwise not subject to disclosure pursuant to chapter 119, Florida Statutes, the Florida Constitution or other authority, Respondent must also simultaneously provide the Department with a separate redacted copy of its response and briefly describe in writing the grounds for claiming exemption from the public records law, including the specific statutory citation for such exemption. This redacted copy shall contain the Department's solicitation name, number, and the name of the respondent on the cover, and shall be clearly titled "Redacted Copy." The Redacted Copy shall be

provided to the Department at the same time Respondent submits its response to the solicitation and must only exclude or obliterate those exact portions which are claimed confidential, proprietary, or trade secret.

Respondent shall be responsible for defending its determination that the redacted portions of its response are confidential, trade secret or otherwise not subject to disclosure. Further, Respondent shall protect, defend, and indemnify the Department for any and all claims arising from or relating to Respondent's determination that the redacted portions of its response are confidential, proprietary, trade secret or otherwise not subject to disclosure.

If Respondent fails to submit a Redacted Copy with its response, the Department is authorized to produce the entire documents, data or records submitted by Respondent in answer to a public records request for these records.

- 3.26 Certification of Drug-Free Workplace Program:** The State supports and encourages initiatives to keep the workplaces of Florida's suppliers and respondents drug-free. Section 287.087, Florida Statutes, provides that, where identical tie proposals are received, preference shall be given to a proposal received from a Respondent that certifies it has implemented a drug-free workforce program. If applicable, Respondent shall sign and submit the attached "Certification of Drug-Free Workplace Program" form to certify that the Respondent has a drug-free workplace program. The Respondent shall describe how it will address the implementation of a drug-free workplace in offering the items of bid. Form can be found in Section 7 of this ITN.
- 3.27 Diversity:** Florida is a state rich in its diversity and is dedicated to fostering the continued development and economic growth of small, veteran, minority and women-owned businesses. Participation of a diverse group of Respondents doing business with the State is central to our effort. To this end, it is vital that small and minority and women-owned business enterprises participate in the State's procurement process as both prime contractors and subcontractors under prime contracts. Small and minority and women-owned businesses are strongly encouraged to submit replies to this solicitation.
- 3.28 Operations and Management Services:** Pursuant to Section 957.07, Florida Statutes, a contract must result in a cost savings to the state of at least seven (7) percent over the public provision of a similar facility. These cost savings as determined by the Department of Management Services must be based upon the actual costs associated with the construction and operation of similar facilities or services as determined by the Department of Corrections and certified by the Auditor General. The Respondent should take into consideration the cost savings requirement pursuant to Section 957.07, Florida Statutes, as well as the overall administrative reduction costs due to the additional beds.
- 3.29 Design and Construction Service Requirements:** The Design and Construction services shall provide for the total design and construction of a

2,000 bed facility to house medium and close custody adult male inmates located in Florida. The site should be designated in your proposal and will be discussed during negotiations.

All buildings of the facility must be of durable permanent construction, and all building materials used must be in accordance with all applicable building codes having jurisdiction in the geographical area that the facility is being constructed. All buildings shall be constructed to meet ACA Standards, the requirements of all applicable Court Orders, State Law, life safety codes promulgated by the National Fire Protection Association, and the Americans with Disabilities Act (ADA).

The Design and Construction services shall include provision of two schematic drawings and specifications for all buildings and two site configurations for the entire facility. Since programming designed to reduce recidivism is to be a vital operational aspect of the facility, the schematic drawings should indicate the amount of space required to be dedicated to meet these programmatic needs.

The Design and Construction services shall also include provision of temporary and permanent electrical power and the design and installation of emergency power generation equipment. All costs incurred for the provision of temporary electrical power and the system to provide such power shall be included in the cost of construction.

Qualification and Description of Work: The Respondent shall perform, or cause to be performed by properly registered and qualified architects and engineers, all necessary professional, architectural, and engineering services (A/E) to design, prepare and detail the architectural plans and specifications for the project. The Respondent shall be responsible for ensuring that the A/E perform the following architecture/engineering services:

- a. Design the project so as to comply with requirements of this solicitation and the Respondent's proposal and provide ongoing administration of the contract to ensure construction of the project as described in the Contract Documents through final acceptance by the Department;
- b. Respondent shall keep one employee on the project site at all times during the construction of the facility. This employee will be responsible for monitoring the progress and quality of the completed construction work and to determine if the construction work is being performed in accordance with the Contract Documents;
- c. Review and approve, or take other appropriate action upon, submittals such as shop drawings, product data and samples, but only for the purpose of checking for conformance with information given and the design concept expressed in the Contract Documents. Such

reviews shall not be for the purpose of determining accuracy or completeness of any details such as dimensions and quantities, or for substantiating instructions for installation or performance of equipment or systems;

The Project Manager shall review the A/E's applications for construction payments, and based on its observations and evaluations thereof, certify the amounts due Respondent in accordance with the Schedule of Values, and issue Certificates for Construction Payment.

The Project Manager shall ensure that it receives and reviews all written warranties and related documents required to be assembled by Respondent upon Substantial Completion, and issue a final Certificate for Construction Payment upon Respondent's compliance with the requirements of the Contract Documents.

The A/E will not have control over or charge of, and is not responsible for, construction means, methods, techniques, sequences or procedures or for safety precautions and programs in connection with the Services rendered. Interpretations and decisions of A/E will be consistent with the intent of and reasonably inferable from, the Contract Documents and will be in writing or in the form of drawings.

3.30 Inapplicable Provisions of PUR 1001 General Instructions to Respondents:

The following sections of PUR 1001 – General Instructions to Respondents shall not apply: Sections 3, and 5.

**State of Florida
PUR 1000
General Contract Conditions**

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1. Definitions. The definitions contained in s. 60A-1.001, F.A.C. shall apply to this agreement. The following additional terms are also defined:

(a) “Contract” means the legally enforceable agreement that results from a successful solicitation. The parties to the Contract will be the Customer and Contractor.

(b) “Customer” means the State agency or other entity identified in a contract as the party to receive commodities or contractual services pursuant to a contract or that orders commodities or contractual services via purchase order or other contractual instrument from the Contractor under the Contract. The “Customer” may also be the “Buyer” as defined in the PUR 1001 if it meets the definition of both terms.

(c) “Product” means any deliverable under the Contract, which may include commodities, services, technology or software.

(d) “Purchase order” means the form or format a Customer uses to make a purchase under the Contract (e.g., a formal written purchase order, electronic purchase order, procurement card, contract or other authorized means).

2. Purchase Orders. In contracts where commodities or services are ordered by the Customer via purchase order, Contractor shall not deliver or furnish products until a Customer transmits a purchase order. All purchase orders shall bear the Contract or solicitation number, shall be placed by the Customer directly with the Contractor, and shall be deemed to incorporate by reference the Contract and solicitation terms and conditions. Any discrepancy between the Contract terms and the terms stated on the Contractor’s order form, confirmation, or acknowledgement shall be resolved in favor of terms most favorable to the Customer. A purchase order for services within the ambit of section 287.058(1) of the Florida Statutes shall be deemed to incorporate by reference the requirements of subparagraphs (a) through (f) thereof. Customers shall designate a contract manager and a contract administrator as required by subsections 287.057(15) and (16) of the Florida Statutes.

3. Product Version. Purchase orders shall be deemed to reference a manufacturer’s most recently release model or version of the product at the time of the order, unless the Customer specifically requests in writing an earlier model or version and the contractor is willing to provide such model or version.

4. Price Changes Applicable only to Term Contracts. If this is a term contract for commodities or services, the following provisions apply.

(a) Quantity Discounts. Contractors are urged to offer additional discounts for one time delivery of large single orders. Customers should seek to negotiate additional price concessions on quantity purchases of any products offered under the Contract. State Customers shall document their files accordingly.

(b) Best Pricing Offer. During the Contract term, if the Customer becomes aware of better pricing offered by the Contractor for substantially the same or a smaller quantity of a product outside the Contract, but upon the same or similar terms of the Contract, then at the discretion of the Customer the price under the Contract shall be immediately reduced to the lower price.

(c) Sales Promotions. In addition to decreasing prices for the balance of the Contract term due to a change in market conditions, a Contractor may conduct sales promotions involving price reductions for a specified lesser period. A Contractor shall submit to the Contract Specialist documentation identifying the proposed (1) starting and ending dates of the promotion, (2) products involved, and (3) promotional prices compared to then-authorized prices. Promotional prices shall be available to all Customers. Upon approval, the Contractor shall provide conspicuous notice of the promotion.

(d) Trade-In. Customers may trade-in equipment when making purchases from the Contract. A trade-in shall be negotiated between the Customer and the Contractor. Customers are obligated to actively seek current fair market value when trading equipment, and to keep accurate records of the process. For State agencies, it may be necessary to provide documentation to the Department of Financial Services and to the agency property custodian pursuant to Chapter 273, F.S.

(e) Equitable Adjustment. The Customer may, in its sole discretion, make an equitable adjustment in the Contract terms or pricing if pricing or availability of supply is affected by extreme and unforeseen volatility in the marketplace, that is, by circumstances that satisfy all the following criteria: (1) the volatility is due to causes wholly beyond the Contractor's control, (2) the volatility affects the marketplace or industry, not just the particular Contract source of supply, (3) the effect on pricing or availability of supply is substantial, and (4) the volatility so affects the Contractor that continued performance of the Contract would result in a substantial loss.

5. Additional Quantities. For a period not exceeding ninety (90) days from the date of solicitation award, the Customer reserves the right to acquire additional quantities up to the amount shown on the solicitation but not to exceed the threshold for Category Two at the prices submitted in the response to the solicitation.

6. Packaging. Tangible product shall be securely and properly packed for shipment, storage, and stocking in appropriate, clearly labeled, shipping containers and according to

accepted commercial practice, without extra charge for packing materials, cases, or other types of containers. All containers and packaging shall become and remain Customer's property.

7. Inspection at Contractor's Site. The Customer reserves the right to inspect, at any reasonable time with prior notice, the equipment or product or plant or other facilities of a Contractor to assess conformity with Contract requirements and to determine whether they are adequate and suitable for proper and effective Contract performance.

8. Safety Standards. All manufactured items and fabricated assemblies subject to operation under pressure, operation by connection to an electric source, or operation involving connection to a manufactured, natural, or LP gas source shall be constructed and approved in a manner acceptable to the appropriate State inspector. Acceptability customarily requires, at a minimum, identification marking of the appropriate safety standard organization, where such approvals of listings have been established for the type of device offered and furnished, for example: the American Society of Mechanical Engineers for pressure vessels; the Underwriters Laboratories and/or National Electrical Manufacturers' Association for electrically operated assemblies; and the American Gas Association for gas-operated assemblies. In addition, all items furnished shall meet all applicable requirements of the Occupational Safety and Health Act and state and federal requirements relating to clean air and water pollution.

9. Americans with Disabilities Act. Contractors should identify any products that may be used or adapted for use by visually, hearing, or other physically impaired individuals.

10. Literature. Upon request, the Contractor shall furnish literature reasonably related to the product offered, for example, user manuals, price schedules, catalogs, descriptive brochures, etc.

11. Transportation and Delivery. Prices shall include all charges for packing, handling, freight, distribution, and inside delivery. Transportation of goods shall be FOB Destination to any point within thirty (30) days after the Customer places an Order. A Contractor, within five (5) days after receiving a purchase order, shall notify the Customer of any potential delivery delays. Evidence of inability or intentional delays shall be cause for Contract cancellation and Contractor suspension.

12. Installation. Where installation is required, Contractor shall be responsible for placing and installing the product in the required locations at no additional charge, unless otherwise designated on the Contract or purchase order. Contractor's authorized product and price list shall clearly and separately identify any additional installation charges. All materials used in the installation shall be of good quality and shall be free of defects that would diminish the appearance of the product or render it structurally or operationally unsound. Installation includes the furnishing of any equipment, rigging, and materials required to install or replace the product in the proper location. Contractor shall protect the site from damage and shall repair damages or injury caused during installation by

Contractor or its employees or agents. If any alteration, dismantling, excavation, etc., is required to achieve installation, the Contractor shall promptly restore the structure or site to its original condition. Contractor shall perform installation work so as to cause the least inconvenience and interference with Customers and with proper consideration of others on site. Upon completion of the installation, the location and surrounding area of work shall be left clean and in a neat and unobstructed condition, with everything in satisfactory repair and order.

13. Risk of Loss. Matters of inspection and acceptance are addressed in s. 215.422, F.S. Until acceptance, risk of loss or damage shall remain with the Contractor. The Contractor shall be responsible for filing, processing, and collecting all damage claims. To assist the Contractor with damage claims, the Customer shall: record any evidence of visible damage on all copies of the delivering carrier's Bill of Lading; report damages to the carrier and the Contractor; and provide the Contractor with a copy of the carrier's Bill of Lading and damage inspection report. When a Customer rejects a product, Contractor shall remove it from the premises within ten days after notification or rejection. Upon rejection notification, the risk of loss of rejected or non-conforming product shall remain with the Contractor. Rejected product not removed by the Contractor within ten days shall be deemed abandoned by the Contractor, and the Customer shall have the right to dispose of it as its own property. Contractor shall reimburse the Customer for costs and expenses incurred in storing or effecting removal or disposition of rejected product.

14. Transaction Fee. The State of Florida has instituted MyFloridaMarketPlace, a statewide eProcurement System ("System"). Pursuant to section 287.057(23), Florida Statutes (2002), all payments shall be assessed a Transaction Fee of one percent (1.0%), which the Contractor shall pay to the State, unless exempt pursuant to 60A-1.032, F.A.C.

For payments within the State accounting system (FLAIR or its successor), the Transaction Fee shall, when possible, be automatically deducted from payments to the Contractor. If automatic deduction is not possible, the Contractor shall pay the Transaction Fee pursuant to Rule 60A-1.031(2), F.A.C. By submission of these reports and corresponding payments, Contractor certifies their correctness. All such reports and payments shall be subject to audit by the State or its designee.

Contractor shall receive a credit for any Transaction Fee paid by the Contractor for the purchase of any item(s) if such item(s) are returned to the Contractor through no fault, act, or omission of the Contractor. Notwithstanding the foregoing, a Transaction Fee is non-refundable when an item is rejected or returned, or declined, due to the Contractor's failure to perform or comply with specifications or requirements of the agreement.

Failure to comply with these requirements shall constitute grounds for declaring the Contractor in default and recovering procurement costs from the Contractor in addition to all outstanding fees. **CONTRACTORS DELINQUENT IN PAYING TRANSACTION FEES MAY BE SUBJECT TO BEING REMOVED FROM THE DEPARTMENT OF MANAGEMENT SERVICES' VENDOR LIST AS PROVIDED IN RULE 60A-1.006, F.A.C.**

15. Invoicing and Payment. Invoices shall contain the Contract number, purchase order number if applicable, and the appropriate vendor identification number. The State may

require any other information from the Contractor that the State deems necessary to verify any purchase order placed under the Contract.

At the State's option, Contractors may be required to invoice electronically pursuant to guidelines of the Department of Management Services. Current guidelines require that Contractor supply electronic invoices in lieu of paper-based invoices for those transactions processed through the system. Electronic invoices shall be submitted to the Customer through the Ariba Supplier Network (ASN) in one of the following mechanisms – EDI 810, cXML, or web-based invoice entry within the ASN.

Payment shall be made in accordance with sections 215.422 and 287.0585 of the Florida Statutes, which govern time limits for payment of invoices. Invoices that must be returned to a Contractor due to preparation errors will result in a delay in payment. Contractors may call (850) 413-7269 Monday through Friday to inquire about the status of payments by State Agencies. The Customer is responsible for all payments under the Contract. A Customer's failure to pay, or delay in payment, shall not constitute a breach of the Contract and shall not relieve the Contractor of its obligations to the Department or to other Customers.

16. Taxes. The State does not pay Federal excise or sales taxes on direct purchases of tangible personal property. The State will not pay for any personal property taxes levied on the Contractor or for any taxes levied on employees' wages. Any exceptions to this paragraph shall be explicitly noted by the Customer in the special contract conditions section of the solicitation or in the Contract or purchase order.

17. Governmental Restrictions. If the Contractor believes that any governmental restrictions have been imposed that require alteration of the material, quality, workmanship or performance of the products offered under the Contract, the Contractor shall immediately notify the Customer in writing, indicating the specific restriction. The Customer reserves the right and the complete discretion to accept any such alteration or to cancel the Contract at no further expense to the Customer.

18. Lobbying and Integrity. Customers shall ensure compliance with Section 11.062, FS and Section 216.347, FS. The Contractor shall not, in connection with this or any other agreement with the State, directly or indirectly (1) offer, confer, or agree to confer any pecuniary benefit on anyone as consideration for any State officer or employee's decision, opinion, recommendation, vote, other exercise of discretion, or violation of a known legal duty, or (2) offer, give, or agree to give to anyone any gratuity for the benefit of, or at the direction or request of, any State officer or employee. For purposes of clause (2), "gratuity" means any payment of more than nominal monetary value in the form of cash, travel, entertainment, gifts, meals, lodging, loans, subscriptions, advances, deposits of money, services, employment, or contracts of any kind. Upon request of the Customer's Inspector General, or other authorized State official, the Contractor shall provide any type of information the Inspector General deems relevant to the Contractor's integrity or responsibility. Such information may include, but shall not be limited to, the Contractor's business or financial records, documents, or files of any type or form that refer to or relate to the Contract. The Contractor shall retain such records for the longer of (1) three years after the expiration of the Contract or (2) the period required by the

General Records Schedules maintained by the Florida Department of State (available at: <http://dhis.dos.state.fl.us/barm/genschedules/gensched.htm>). The Contractor agrees to reimburse the State for the reasonable costs of investigation incurred by the Inspector General or other authorized State official for investigations of the Contractor's compliance with the terms of this or any other agreement between the Contractor and the State which results in the suspension or debarment of the Contractor. Such costs shall include, but shall not be limited to: salaries of investigators, including overtime; travel and lodging expenses; and expert witness and documentary fees. The Contractor shall not be responsible for any costs of investigations that do not result in the Contractor's suspension or debarment.

19. Indemnification. The Contractor shall be fully liable for the actions of its agents, employees, partners, or subcontractors and shall fully indemnify, defend, and hold harmless the State and Customers, and their officers, agents, and employees, from suits, actions, damages, and costs of every name and description, including attorneys' fees, arising from or relating to personal injury and damage to real or personal tangible property alleged to be caused in whole or in part by Contractor, its agents, employees, partners, or subcontractors, provided, however, that the Contractor shall not indemnify for that portion of any loss or damages proximately caused by the negligent act or omission of the State or a Customer.

Further, the Contractor shall fully indemnify, defend, and hold harmless the State and Customers from any suits, actions, damages, and costs of every name and description, including attorneys' fees, arising from or relating to violation or infringement of a trademark, copyright, patent, trade secret or intellectual property right, provided, however, that the foregoing obligation shall not apply to a Customer's misuse or modification of Contractor's products or a Customer's operation or use of Contractor's products in a manner not contemplated by the Contract or the purchase order. If any product is the subject of an infringement suit, or in the Contractor's opinion is likely to become the subject of such a suit, the Contractor may at its sole expense procure for the Customer the right to continue using the product or to modify it to become non-infringing. If the Contractor is not reasonably able to modify or otherwise secure the Customer the right to continue using the product, the Contractor shall remove the product and refund the Customer the amounts paid in excess of a reasonable rental for past use. The customer shall not be liable for any royalties.

The Contractor's obligations under the preceding two paragraphs with respect to any legal action are contingent upon the State or Customer giving the Contractor (1) written notice of any action or threatened action, (2) the opportunity to take over and settle or defend any such action at Contractor's sole expense, and (3) assistance in defending the action at Contractor's sole expense. The Contractor shall not be liable for any cost, expense, or compromise incurred or made by the State or Customer in any legal action without the Contractor's prior written consent, which shall not be unreasonably withheld.

20. Limitation of Liability. For all claims against the Contractor under any contract or purchase order, and regardless of the basis on which the claim is made, the Contractor's liability under a contract or purchase order for direct damages shall be limited to the

greater of \$100,000, the dollar amount of the contract or purchase order, or two times the charges rendered by the Contractor under the purchase order. This limitation shall not apply to claims arising under the Indemnity paragraph contain in this agreement.

Unless otherwise specifically enumerated in the Contract or in the purchase order, no party shall be liable to another for special, indirect, punitive, or consequential damages, including lost data or records (unless the contract or purchase order requires the Contractor to back-up data or records), even if the party has been advised that such damages are possible. No party shall be liable for lost profits, lost revenue, or lost institutional operating savings. The State and Customer may, in addition to other remedies available to them at law or equity and upon notice to the Contractor, retain such monies from amounts due Contractor as may be necessary to satisfy any claim for damages, penalties, costs and the like asserted by or against them. The State may set off any liability or other obligation of the Contractor or its affiliates to the State against any payments due the Contractor under any contract with the State.

21. Suspension of Work. The Customer may in its sole discretion suspend any or all activities under the Contract or purchase order, at any time, when in the best interests of the State to do so. The Customer shall provide the Contractor written notice outlining the particulars of suspension. Examples of the reason for suspension include, but are not limited to, budgetary constraints, declaration of emergency, or other such circumstances. After receiving a suspension notice, the Contractor shall comply with the notice and shall not accept any purchase orders. Within ninety days, or any longer period agreed to by the Contractor, the Customer shall either (1) issue a notice authorizing resumption of work, at which time activity shall resume, or (2) terminate the Contract or purchase order. Suspension of work shall not entitle the Contractor to any additional compensation.

22. Termination for Convenience. The Customer, by written notice to the Contractor, may terminate the Contract in whole or in part when the Customer determines in its sole discretion that it is in the State's interest to do so. The Contractor shall not furnish any product after it receives the notice of termination, except as necessary to complete the continued portion of the Contract, if any. The Contractor shall not be entitled to recover any cancellation charges or lost profits.

23. Termination for Cause. The Customer may terminate the Contract if the Contractor fails to (1) deliver the product within the time specified in the Contract or any extension, (2) maintain adequate progress, thus endangering performance of the Contract, (3) honor any term of the Contract, or (4) abide by any statutory, regulatory, or licensing requirement. Rule 60A-1.006(3), F.A.C., governs the procedure and consequences of default. The Contractor shall continue work on any work not terminated. Except for defaults of subcontractors at any tier, the Contractor shall not be liable for any excess costs if the failure to perform the Contract arises from events completely beyond the control, and without the fault or negligence, of the Contractor. If the failure to perform is caused by the default of a subcontractor at any tier, and if the cause of the default is completely beyond the control of both the Contractor and the subcontractor, and without the fault or negligence of either, the Contractor shall not be liable for any excess costs for

failure to perform, unless the subcontracted products were obtainable from other sources in sufficient time for the Contractor to meet the required delivery schedule. If, after termination, it is determined that the Contractor was not in default, or that the default was excusable, the rights and obligations of the parties shall be the same as if the termination had been issued for the convenience of the Customer. The rights and remedies of the Customer in this clause are in addition to any other rights and remedies provided by law or under the Contract.

24. Force Majeure, Notice of Delay, and No Damages for Delay. The Contractor shall not be responsible for delay resulting from its failure to perform if neither the fault nor the negligence of the Contractor or its employees or agents contributed to the delay and the delay is due directly to acts of God, wars, acts of public enemies, strikes, fires, floods, or other similar cause wholly beyond the Contractor's control, or for any of the foregoing that affect subcontractors or suppliers if no alternate source of supply is available to the Contractor. In case of any delay the Contractor believes is excusable, the Contractor shall notify the Customer in writing of the delay or potential delay and describe the cause of the delay either (1) within ten (10) days after the cause that creates or will create the delay first arose, if the Contractor could reasonably foresee that a delay could occur as a result, or (2) if delay is not reasonably foreseeable, within five (5) days after the date the Contractor first had reason to believe that a delay could result. **THE FOREGOING SHALL CONSTITUTE THE CONTRACTOR'S SOLE REMEDY OR EXCUSE WITH RESPECT TO DELAY.** Providing notice in strict accordance with this paragraph is a condition precedent to such remedy. No claim for damages, other than for an extension of time, shall be asserted against the Customer. The Contractor shall not be entitled to an increase in the Contract price or payment of any kind from the Customer for direct, indirect, consequential, impact or other costs, expenses or damages, including but not limited to costs of acceleration or inefficiency, arising because of delay, disruption, interference, or hindrance from any cause whatsoever. If performance is suspended or delayed, in whole or in part, due to any of the causes described in this paragraph, after the causes have ceased to exist the Contractor shall perform at no increased cost, unless the Customer determines, in its sole discretion, that the delay will significantly impair the value of the Contract to the State or to Customers, in which case the Customer may (1) accept allocated performance or deliveries from the Contractor, provided that the Contractor grants preferential treatment to Customers with respect to products subjected to allocation, or (2) purchase from other sources (without recourse to and by the Contractor for the related costs and expenses) to replace all or part of the products that are the subject of the delay, which purchases may be deducted from the Contract quantity, or (3) terminate the Contract in whole or in part.

25. Changes. The Customer may unilaterally require, by written order, changes altering, adding to, or deducting from the Contract specifications, provided that such changes are within the general scope of the Contract. The Customer may make an equitable adjustment in the Contract price or delivery date if the change affects the cost or time of performance. Such equitable adjustments require the written consent of the Contractor, which shall not be unreasonably withheld. If unusual quantity requirements arise, the Customer may solicit separate bids to satisfy them.

26. Renewal. Upon mutual agreement, the Customer and the Contractor may renew the Contract, in whole or in part, for a period that may not exceed 3 years or the term of the contract, whichever period is longer. Any renewal shall specify the renewal price, as set forth in the solicitation response. The renewal must be in writing and signed by both parties, and is contingent upon satisfactory performance evaluations and subject to availability of funds.

27. Purchase Order Duration. Purchase orders issued pursuant to a state term or agency contract must be received by the Contractor no later than close of business on the last day of the contract's term to be considered timely. The Contractor is obliged to fill those orders in accordance with the contract's terms and conditions. Purchase orders received by the contractor after close of business on the last day of the state term or agency contract's term shall be considered void.

Purchase orders for a one-time delivery of commodities or performance of contractual services shall be valid through the performance by the Contractor, and all terms and conditions of the state term or agency contract shall apply to the single delivery/performance, and shall survive the termination of the Contract.

Contractors are required to accept purchase orders specifying delivery schedules exceeding the contracted schedule even when such extended delivery will occur after expiration of the state term or agency contract. For example, if a state term contract calls for delivery 30 days after receipt of order (ARO), and an order specifies delivery will occur both in excess of 30 days ARO and after expiration of the state term contract, the Contractor will accept the order. However, if the Contractor expressly and in writing notifies the ordering office within ten (10) calendar days of receipt of the purchase order that Contractor will not accept the extended delivery terms beyond the expiration of the state term contract, then the purchase order will either be amended in writing by the ordering entity within ten (10) calendar days of receipt of the contractor's notice to reflect the state term contract delivery schedule, or it shall be considered withdrawn.

The duration of purchase orders for recurring deliveries of commodities or performance of services shall not exceed the expiration of the state term or agency contract by more than twelve months. However, if an extended pricing plan offered in the state term or agency contract is selected by the ordering entity, the contract terms on pricing plans and renewals shall govern the maximum duration of purchase orders reflecting such pricing plans and renewals.

Timely purchase orders shall be valid through their specified term and performance by the Contractor, and all terms and conditions of the state term or agency contract shall apply to the recurring delivery/performance as provided herein, and shall survive the termination of the Contract.

Ordering offices shall not renew a purchase order issued pursuant to a state term or agency contract if the underlying contract expires prior to the effective date of the renewal.

28. Advertising. Subject to Chapter 119, Florida Statutes, the Contractor shall not publicly disseminate any information concerning the Contract without prior written approval from the Customer, including, but not limited to mentioning the Contract in a press release or other promotional material, identifying the Customer or the State as a reference, or otherwise linking the Contractor's name and either a description of the Contract or the name of the State or the Customer in any material published, either in print or electronically, to any entity that is not a party to Contract, except potential or actual authorized distributors, dealers, resellers, or service representative.

29. Assignment. The Contractor shall not sell, assign or transfer any of its rights, duties or obligations under the Contract, or under any purchase order issued pursuant to the Contract, without the prior written consent of the Customer. In the event of any assignment, the Contractor remains secondarily liable for performance of the contract, unless the Customer expressly waives such secondary liability. The Customer may assign the Contract with prior written notice to Contractor of its intent to do so.

30. Antitrust Assignment. The Contractor and the State of Florida recognize that in actual economic practice, overcharges resulting from antitrust violations are in fact usually borne by the State of Florida. Therefore, the contractor hereby assigns to the State of Florida any and all claims for such overcharges as to goods, materials or services purchased in connection with the Contract.

31. Dispute Resolution. Any dispute concerning performance of the Contract shall be decided by the Customer's designated contract manager, who shall reduce the decision to writing and serve a copy on the Contractor. The decision shall be final and conclusive unless within twenty one (21) days from the date of receipt, the Contractor files with the Customer a petition for administrative hearing. The Customer's decision on the petition shall be final, subject to the Contractor's right to review pursuant to Chapter 120 of the Florida Statutes. Exhaustion of administrative remedies is an absolute condition precedent to the Contractor's ability to pursue any other form of dispute resolution; provided, however, that the parties may employ the alternative dispute resolution procedures outlined in Chapter 120.

Without limiting the foregoing, the exclusive venue of any legal or equitable action that arises out of or relates to the Contract shall be the appropriate state court in Leon County, Florida; in any such action, Florida law shall apply and the parties waive any right to jury trial.

32. Employees, Subcontractors, and Agents. All Contractor employees, subcontractors, or agents performing work under the Contract shall be properly trained technicians who meet or exceed any specified training qualifications. Upon request, Contractor shall furnish a copy of technical certification or other proof of qualification.

All employees, subcontractors, or agents performing work under the Contract must comply with all security and administrative requirements of the Customer and shall comply with all controlling laws and regulations relevant to the services they are providing under the Contract. The State may conduct, and the Contractor shall cooperate in, a security background check or otherwise assess any employee, subcontractor, or agent furnished by the Contractor. The State may refuse access to, or require replacement of, any personnel for cause, including, but not limited to, technical or training qualifications, quality of work, change in security status, or non-compliance with a Customer's security or other requirements. Such approval shall not relieve the Contractor of its obligation to perform all work in compliance with the Contract. The State may reject and bar from any facility for cause any of the Contractor's employees, subcontractors, or agents.

33. Security and Confidentiality. The Contractor shall comply fully with all security procedures of the United States, State of Florida and Customer in performance of the Contract. The Contractor shall not divulge to third parties any confidential information obtained by the Contractor or its agents, distributors, resellers, subcontractors, officers or employees in the course of performing Contract work, including, but not limited to, security procedures, business operations information, or commercial proprietary information in the possession of the State or Customer. The Contractor shall not be required to keep confidential information or material that is publicly available through no fault of the Contractor, material that the Contractor developed independently without relying on the State's or Customer's confidential information, or material that is otherwise obtainable under State law as a public record. To insure confidentiality, the Contractor shall take appropriate steps as to its personnel, agents, and subcontractors. The warranties of this paragraph shall survive the Contract.

34. Contractor Employees, Subcontractors, and Other Agents. The Customer and the State shall take all actions necessary to ensure that Contractor's employees, subcontractors and other agents are not employees of the State of Florida. Such actions include, but are not limited to, ensuring that Contractor's employees, subcontractors, and other agents receive benefits and necessary insurance (health, workers' compensations, and unemployment) from an employer other than the State of Florida.

35. Insurance Requirements. During the Contract term, the Contractor at its sole expense shall provide commercial insurance of such a type and with such terms and limits as may be reasonably associated with the Contract. Providing and maintaining adequate insurance coverage is a material obligation of the Contractor. Upon request, the Contractor shall provide certificate of insurance. The limits of coverage under each policy maintained by the Contractor shall not be interpreted as limiting the Contractor's liability and obligations under the Contract. All insurance policies shall be through insurers authorized or eligible to write policies in Florida.

36. Warranty of Authority. Each person signing the Contract warrants that he or she is duly authorized to do so and to bind the respective party to the Contract.

37. Warranty of Ability to Perform. The Contractor warrants that, to the best of its knowledge, there is no pending or threatened action, proceeding, or investigation, or any other legal or financial condition, that would in any way prohibit, restrain, or diminish the Contractor's ability to satisfy its Contract obligations. The Contractor warrants that neither it nor any affiliate is currently on the convicted vendor list maintained pursuant to section 287.133 of the Florida Statutes, or on any similar list maintained by any other state or the federal government. The Contractor shall immediately notify the Customer in writing if its ability to perform is compromised in any manner during the term of the Contract.

38. Notices. All notices required under the Contract shall be delivered by certified mail, return receipt requested, by reputable air courier service, or by personal delivery to the agency designee identified in the original solicitation, or as otherwise identified by the Customer. Notices to the Contractor shall be delivered to the person who signs the Contract. Either designated recipient may notify the other, in writing, if someone else is designated to receive notice.

39. Leases and Installment Purchases. Prior approval of the Chief Financial Officer (as defined in Section 17.001, F.S.) is required for State agencies to enter into or to extend any lease or installment-purchase agreement in excess of the Category Two amount established by section 287.017 of the Florida Statutes.

40. Prison Rehabilitative Industries and Diversified Enterprises, Inc. (PRIDE). Section 946.515(2), F.S. requires the following statement to be included in the solicitation: "It is expressly understood and agreed that any articles which are the subject of, or required to carry out, the Contract shall be purchased from the corporation identified under Chapter 946 of the Florida Statutes (PRIDE) in the same manner and under the same procedures set forth in section 946.515(2) and (4) of the Florida Statutes; and for purposes of the Contract the person, firm, or other business entity carrying out the provisions of the Contract shall be deemed to be substituted for the agency insofar as dealings with such corporation are concerned." Additional information about PRIDE and the products it offers is available at <http://www.pridefl.com>.

41. Products Available from the Blind or Other Handicapped. Section 413.036(3), F.S. requires the following statement to be included in the solicitation: "It is expressly understood and agreed that any articles that are the subject of, or required to carry out, this contract shall be purchased from a nonprofit agency for the Blind or for the Severely Handicapped that is qualified pursuant to Chapter 413, Florida Statutes, in the same manner and under the same procedures set forth in section 413.036(1) and (2), Florida Statutes; and for purposes of this contract the person, firm, or other business entity carrying out the provisions of this contract shall be deemed to be substituted for the State agency insofar as dealings with such qualified nonprofit agency are concerned." Additional information about the designated nonprofit agency and the products it offers is available at <http://www.respectofflorida.org>.

42. Modification of Terms. The Contract contains all the terms and conditions agreed upon by the parties, which terms and conditions shall govern all transactions between the Customer and the Contractor. The Contract may only be modified or amended upon

mutual written agreement of the Customer and the Contractor. No oral agreements or representations shall be valid or binding upon the Customer or the Contractor. No alteration or modification of the Contract terms, including substitution of product, shall be valid or binding against the Customer. The Contractor may not unilaterally modify the terms of the Contract by affixing additional terms to product upon delivery (e.g., attachment or inclusion of standard preprinted forms, product literature, “shrink wrap” terms accompanying or affixed to a product, whether written or electronic) or by incorporating such terms onto the Contractor’s order or fiscal forms or other documents forwarded by the Contractor for payment. The Customer's acceptance of product or processing of documentation on forms furnished by the Contractor for approval or payment shall not constitute acceptance of the proposed modification to terms and conditions.

43. Cooperative Purchasing. Pursuant to their own governing laws, and subject to the agreement of the Contractor, other entities may be permitted to make purchases at the terms and conditions contained herein. Non-Customer purchases are independent of the agreement between Customer and Contractor, and Customer shall not be a party to any transaction between the Contractor and any other purchaser.

State agencies wishing to make purchases from this agreement are required to follow the provisions of s. 287.042(16)(a), F.S. This statute requires the Department of Management Services to determine that the requestor's use of the contract is cost-effective and in the best interest of the State.

44. Waiver. The delay or failure by the Customer to exercise or enforce any of its rights under this Contract shall not constitute or be deemed a waiver of the Customer’s right thereafter to enforce those rights, nor shall any single or partial exercise of any such right preclude any other or further exercise thereof or the exercise of any other right.

45. Annual Appropriations. The State’s performance and obligation to pay under this contract are contingent upon an annual appropriation by the Legislature.

46. Execution in Counterparts. The Contract may be executed in counterparts, each of which shall be an original and all of which shall constitute but one and the same instrument.

47. Severability. If a court deems any provision of the Contract void or unenforceable, that provision shall be enforced only to the extent that it is not in violation of law or is not otherwise unenforceable and all other provisions shall remain in full force and effect.

SECTION 5

SPECIAL CONDITIONS

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5.01 Mandatory Requirements: The Department has established certain mandatory requirements which must be included as part of any proposal. The use of the terms “shall”, “must”, or “will” (except to indicate simple futurity) in this solicitation indicates a mandatory requirement or condition.

The words “should” or “may” in this solicitation indicate desirable attributes or conditions, but are permissive in nature. Deviation from, or omission of, such a desirable feature will not itself necessarily result in rejection of a proposal.

This is a negotiation process. The Department reserves the right to accept alternative means of accomplishing mandatory requirements, with reasonable assurance of satisfactory results, without addendum to the ITN. The evaluation criteria set forth in Attachment A, and their relative weights, are also subject to modification in the negotiation process.

It is further understood that all Price proposals must meet the requirements of Chapter 957, Florida Statutes, which states that a seven (7) percent savings over the state per diem for the same type of facility must be achieved and maintained.

5.02 Term of Contract: Section 957.04(1)(h), Florida Statutes, establishes the terms of the contracts for private correctional facilities. Contracts shall be for a period of 3 (three) years and may be renewed for successive 2 (two)-year periods thereafter. However, the state is not obligated for any payments to the contractor beyond current annual appropriations. Renewal shall be conditioned, at a minimum, on satisfactory performance under the Contract by the Respondent / Contractor as determined by the Department, and is subject to an annual appropriation by the State Legislature. This section supersedes Section 26 of PUR 1000 General Contract Conditions. The decision to renew will be at the sole discretion of the Department.

5.03 Contract Usage by Other Entities: With the consent of the awarded Respondent / Contractor this Contract may be used by other governmental entities (including Federal agencies) within the State and outside the State of Florida. Appropriate governmental entities’ purchasing laws, rules and regulations shall apply to purchases made under any resulting contract.

5.04 Best Pricing Offer: During the Contract term, if the Broker sells substantially the same or a small quantity of a product outside the Contract, but upon the same or similar terms of the Contract, at a lower price, then at the discretion of the Department the price under the Contract shall be immediately reduced to the lower price.

5.05 Inapplicable Provisions of PUR 1000 General Contract Conditions: This Contract is for services only. Therefore, the following sections of PUR 1000 – General Contract Conditions shall not apply: Sections 2, 3, 5, 6, 14, 15, 26, and 27.

- 5.06 Contractor Responsibility:** The Department will consider the Contractor to be the sole point of contact with regard to contractual matters. The Contractor will assume sole responsibility for providing the commodities and services offered in its proposal whether or not the Contractor is the supplier of said commodities and services or any component.
- 5.07 Benefit:** Except as otherwise expressly provided, neither the resulting Contract, not any amendment, addendum or exhibit attached thereto, nor term, provision or clause contained therein, shall be construed as being for the benefit of, or providing a benefit to, any party not a signatory thereto.
- 5.08 Invoices:** Contractor shall submit monthly invoices within ten (10) working days of the month end, in a format acceptable to the accounting department of the Department of Corrections (DC) to the attention of the Department's appointed contract manager. Invoices shall be submitted in detail sufficient for a proper pre-audit and post-audit thereof. The invoice will reflect the prison population for each day, midnight count, times the security per diem minus adjustments allowed in the contract. The invoice will reflect a separate per diem for programs provided by the vendor. The DC will verify the daily inmate population count. If there is a discrepancy between the Contractor and DC's count, the DC count will be used in calculating the per diem payment. Invoices will be adjusted as specified in the ITN.

The Department's Contract Manager or his/her designee or successor shall be responsible for enforcing performance of the Contract terms and conditions and he/she shall serve as liaison with the Contractor and shall approve all invoices for payment.

- 5.09 Termination for Cause:** In the event of a Breach by the Contractor, the Department may terminate the Contract immediately or in stages. Absent an emergency in the facility, the Department will provide at least thirty days notice of termination. Following notice of termination, in coordination with the DC, the Department may coordinate the placement of DC supervisors or employees in the facility, to be allowed to direct activities and operations in the facility. In the event of a state of emergency, the Department will retain the right to terminate the Contract with less notice or no notice. The Contractor shall be notified of the termination in writing by the Secretary of the Department. Said notice shall hereinafter be referred to as a Termination Notice. The Termination Notice may specify either that the termination is to be effective immediately, on a date certain in the future, or that the Contractor shall cease operations under the Contract in stages.

The Contractor may terminate the Contract for Department's failure to make payment due under the Contract as described in section 5.14, Department Breach. The Contractor may also terminate the Contract for a breach by Department that substantially prevents the Contractor from performing its obligations, if the Contractor has notified Department of that breach and the

Department has failed to cure that breach within a reasonable time. Otherwise, the Contractor may terminate the Contract only upon the written consent of the Department, upon such conditions as the Department may require.

The Contractor agrees to cooperate with the Department in the event of a termination, partial default, or partial takeover. The parties shall use or adapt as much of the Assumption and Control Plan as is feasible, given the termination date. Further, the Contractor shall fully cooperate with the new contractor and/or the Department, and DC in the transition of the operation and management of the facility. The Contractor will immediately cease all work on the termination date of the Contract. The Contractor will also immediately prepare a report and deliver it to the Department – this report must detail the work completed at the date of termination and any costs incurred in performing the Contract up to the termination date.

In the event of a termination, the Department may withhold amounts that may be due to the Contractor without waiver of any other remedy or damages available to the Department at law or at equity. If the Contract is terminated, the Contractor will ordinarily be entitled to compensation for any satisfactory work completed under the Contract prior to the termination date. A final invoice must be submitted for the Department to approve for payment.

In the event of a termination, the Contractor may be liable to the Department for any and all damages incurred by the Department including, but not limited to, transportation of inmates, or by any other agency, expenses incurred by the Department or any other agency to staff the facility, and any and all expenses incurred by the Department or any other agency to run the facility which exceed the amount the Department would have paid the Contractor under this Contract.

The Contractor will be solely responsible for satisfying any claims of its subcontractors for any termination of the Contract and will indemnify the Department for any liability to them. Each subcontractor will hold the Department harmless for any damage caused to him or her from any such termination and will look solely to the Contractor for any compensation to which they may be entitled. Any default by the Contractor or one of its subcontractors will be treated as a default by the Contractor and all of its subcontractors.

- 5.10 Partial Takeover:** The Department may, at its convenience and without cause, exercise a partial takeover of any service which the Contractor is obligated to perform under this Contract, including but not limited to, any service which is the subject of a subcontract between the Contractor and a third party, even though the Contractor is not in Breach (hereinafter referred to as “Partial Takeover”). Said Partial Takeover shall not be deemed a Breach of Contract by the Department. The Contractor shall be given at least thirty (30) days prior written notice of said Partial Takeover with said notice to specify the area(s) of service the Department will assume, the date of said assumption, and, if possible, the

accompanying adjustment in compensation under the Contract further described below.

Any Partial Takeover by the Department shall not alter in any way the Contractor's other obligations under this Contract. The Contractor may, upon 30 days notice to the Department, elect to terminate for convenience upon any partial takeover of a portion of the operations that is provided by the Contractor directly. If the partial takeover of a portion of the operations provided directly by the Contractor substantially undermines the benefit of the bargain to the Contractor, the Contractor and the Department shall agree on a date of assumption and termination for convenience that is mutually acceptable to both parties. The Department will work cooperatively with the Contractor in the partial takeover of an operation provided by a subcontractor in order to minimize prejudice to the Contractor.

The Department may withhold from amounts due to the Contractor the amount the Contractor would have been paid to deliver the service as determined by the Division Director of the Department. The Contractor will supply the Department with information to demonstrate its cost of providing the service. The amounts shall be withheld effective as of the date the Department assumes the service.

Upon partial takeover, the Contractor shall have no right to recover from the Department any actual, general, special, incidental, consequential, or any other damages whatsoever of any description or amount.

5.11 Breach Defined: The Contractor shall be deemed to have breached the Contract if any of the following occurs:

- A. Contractor knowingly furnishes any statement, representation, warranty, or certification in connection with the ITN or the Contract, which representation is materially false, deceptive, incorrect, or incomplete.
- B. Contractor fails to perform in accordance with any term or provision of the Contract or defaults in performance of the Contract.
- C. The performance of the Contract is substantially endangered by the action or inaction of the Contractor, or such endangerment can be reasonably anticipated.
- D. Partial performance by the Contractor of any term or provision of the Contract or any act taken by the Contractor prohibited or restricted by the Contract.

For purposes of this Contract, the above items shall hereinafter be referred to as "Breach." In the event of a Breach by Contractor, the Department shall have available the following remedies as described further herein:

- A. Deduction from payment for services invoiced but not provided;

- B. Actual damages and any other remedy available at law or equity;
- C. Liquidated damages;
- D. Partial default; and/or
- E. Termination of the Contract.

5.12 Notification of Breach and Response: In the event of Breach by the Contractor, the Department shall provide written notice of the Breach and determine and provide a reasonable time period for Contractor to cure said Breach in the notice to the Warden and any other person designated by the Contractor. The reasonableness of the time to cure shall be determined by the Department or outlined in the Contract. In the event the Contractor disagrees with the Department' determination of Breach, period to cure or initiation of liquidated damages, the Contractor shall notify the Secretary of the Department in writing, provided any appeal to the Secretary of the Department shall not toll or otherwise affect the period to cure. In the event the Contractor fails to cure the Breach within the time period provided, then the Department shall have available any and all remedies described herein.

In the event the Breach is not cured and in the event the Department elects to invoke liquidated damages, assessment of liquidated damages shall ordinarily commence on the date the cure period expires. However, if the Secretary of the Department determines the Contractor's management team has concealed or misled the Department concerning the Breach, the liquidated damages may be assessed effective the date of the Breach. For purposes of this provision, the Contractor's management team is defined as consisting of persons in the rank of shift supervisor or above.

This provision regarding notice and opportunity to cure shall not be applicable in the event of successive or repeated Breaches of the same nature, or in the event the Contract Monitor or Secretary of the Department invokes the immediate compliance provisions below. If the Division Director determines in his/her sole discretion that a noncompliance did not exist or that the corrective action required by the Department was excessive, the Secretary shall authorize payment to Contractor of the actual expense incurred in taking said corrective action or excessive corrective action upon receipt of appropriate documentation substantiating said expense from Contractor. All directions and actions by the Secretary of the Department and actions by the Contractor shall be recorded and reported to the Warden in writing as soon as practical.

5.13 Immediate Compliance: If the Secretary of the Department reasonably determines that the Contractor is not operating in compliance with a term or condition of the Contract, which in his or her opinion may adversely affect the security of the Facility or present a hazard to the safety or health of inmates or other individuals, the Contractor shall be notified in writing and verbally if it is

believed an emergency situation exists. The notice shall direct the Contractor to immediately correct the noncompliance.

The Contractor shall immediately provide written notice to the Secretary of the Department of the proposed corrective action. If the Secretary of the Department does not object to the proposed corrective action, the Contractor shall immediately implement said corrective action. If the Secretary of the Department disagrees with the proposed corrective action or if the Contractor fails to notify the Secretary immediately of its proposed corrective action, the Secretary shall specify the corrective action that the Contractor shall immediately implement.

Notwithstanding any provision contained herein to the contrary in such a circumstance, the Contractor shall immediately implement the corrective action once approved by the Department. In the event the Contractor disagrees with the determination of noncompliance or designated corrective action, a request for reconsideration may be submitted in writing to the Secretary of the Department. In no event shall the corrective action be delayed pending appeal.

5.14 Department Breach: The Contractor shall notify the Department in writing within thirty (30) days of any asserted Breach of Contract by the Department. Said notice shall contain a description of the asserted Breach. The Department shall be afforded a forty-five (45) day period in which to effect a cure or in which to take reasonable steps to effect a cure; however, if the asserted Breach concerns the Department's failure to make payment under this Contract, the Department shall have sixty (60) days after the notice to effect a cure unless or except to the extent the payment is the subject of a dispute between the parties.

In the event of a Breach by the Department, the Contractor may avail itself of any remedy provided under law; provided, however, failure by the Contractor to give the Department written notice and opportunity to cure, as described in this section, operates as a waiver by the Contractor of its rights with regard to the Department's Breach.

Failure by the Contractor to file a claim before the appropriate forum in Florida with jurisdiction to hear such claim within two (2) years of the required written notice shall operate as a waiver of said claim in its entirety. The parties agree this provision establishes a contractual period of limitations for any claim brought by the Contractor. In the event the Department fails to make any payment due under this Contract within the cure period specified herein and the amount not paid exceeds 10 percent of the invoice, the Contractor may terminate the Contract upon ninety days prior written notice to the Division Director; provided, however, the Contractor may terminate this Contract only upon the Department's failure to pay an amount which is not in dispute. In the event of such termination, the Department will be liable to the Contractor for the costs of services satisfactorily provided and not in dispute, up to and included the termination date.

5.15 Partial Default: In the event of a Breach by the Contractor, the Department may declare a Partial Default. If the Contractor fails to cure the Breach within the time period provided in the notice, then the Department may declare a Partial Default and provide written notice to Contractor of the following:

- A. The date upon which the Contractor shall terminate providing the service associated with the Breach, and
- B. The date the Department or a designated third party will begin to provide the service associated with the Breach.

The Department may revise the time periods contained in the notice upon written notice to the Contractor. In the event the Department declares a Partial Default, the Department may withhold from the amounts due the Contractor the greater of:

- A. Amounts which would be paid to the Contractor to provide the defaulted service as provided by the Contractor, or
- B. The cost to the Department of providing the defaulted service, whether said service is provided by the Department or a third party.

To determine the amount the Contractor is being paid for any particular service, the Department shall review the Contractor's scheduled payments. The Secretary of the Department or his/her designee shall make the determination of said amount. The Department may assess liquidated damages against the Contractor for any failure to perform which ultimately results in a Partial Default with said liquidated damages to cease when said Partial Default is effective. Upon Partial Default, the Contractor shall have no right to recover from the Department any actual, general, special, incidental, consequential, or any other damages whatsoever of any description or amount. The Contractor agrees to cooperate fully with the Department in the event a Partial Default is taken.

All such provisions and agreements are subject to availability of appropriations, and must be consistent with the intent of the appropriations.

It will not be considered a Breach by the Department if the state enacts a law which removes or restricts the authority or ability of the Department to conduct all or part of its function that is the subject of the Breach claimed by Respondent / Contractor.

5.16 Termination Because of Non-Appropriation: In the event funds to finance this Contract become unavailable, the Department may terminate the Contract upon no less than twenty-four (24) hours notice in writing to the Contractor. Notice shall be delivered by certified mail (return receipt requested), facsimile, by other method of delivery whereby an original signature is obtained, or in-person with

proof of delivery. The Department shall be the final authority as to the availability of funds.

- 5.17 Assumption of Control:** The Department reserves the right to assume or coordinate with and designate the DC to assume the management and operation (“control”) of the facility during a natural disaster, riot or disturbance within the facility, under conditions of termination of the Contract, or under other conditions demonstrating a major failure of local management control. Contractor shall prepare and submit to the Department, at least thirty (30) days prior to the Service Commencement Date for the Operation of the facility, an Assumption of Control Plan applicable to the facility, with subsections as needed to address issues unique to the facility. Such Plan is subject to the approval of the Department and must provide for the temporary, orderly transfer of control of the facility from the Contractor to the Department. The Plan shall provide for the emergency assumption of control of the facility and inmates housed therein by the Department during a natural disaster, riot or disturbance within the facility, or under conditions of termination of Contract, if in the sole discretion of the Department, if such assumption of control is necessary. This right to assume control shall create no obligation on the part of the Department to do so.
- 5.18 Termination by Mutual Agreement:** With the mutual agreement of both parties, the Contract or any part of the Contract may be terminated on an agreed upon date prior to the end of the Contract period without penalty to either party.
- 5.19 Termination for Convenience:** The Department reserves the right to terminate the Contract or any part of the Contract at its convenience by giving the Respondent / Contractor written notice ninety (90) days prior to the termination effective date. The Department shall incur no liability for materials or services not yet ordered if it terminates for convenience. If the Department terminates for convenience after an order for materials or services has been placed, the Contractor shall be entitled to compensation upon submission of invoices and proper proof of claim, in that proportion which its services and products were satisfactorily rendered or provided, as well as expenses necessarily incurred in the performance of work up to time of termination.
- 5.20 Termination at Will:** The Department may terminate the contract for any reason by giving the Contractor written notice ninety (90) days prior to the termination effective date.
- 5.21 Annual Appropriation:** The State of Florida and Department’s performances and obligations to pay for services under this Contract are contingent upon an annual appropriation by the Legislature. The costs of services paid under any other contract or from any other source are not eligible for reimbursement under this Contract.
- 5.22 Force Majeure:** Force Majeure shall not include the following occurrences:

- A. Late delivery of equipment or materials caused by congestion at a manufacturer's plant or elsewhere, or an oversold condition of the market.
- B. Late performance by a subcontractor unless the delay arises out of a force majeure occurrence in accordance with this force majeure term and condition.
- C. Inability of either the Contractor or any subcontractor to acquire or maintain any required insurance, bonds, licenses, or permits.

If either party is delayed at any time in the progress of the work by force majeure, the delayed party shall notify the other party in writing of such delay, as soon as practicable and no later than the following working day, of the commencement thereof and shall specify the causes of such delay in such notice. Such notices shall be delivered or mailed certified-return receipt and shall make a specific reference to this article, thereby invoking its provisions. The delayed party shall cause such delay to cease as soon as practicable and shall notify the other party in writing when it has done so. The time of completion shall be extended by contract amendment for a period of time equal to the time that results or effects of such delay prevent the delayed party from performing in accordance with the contract. Any delay or failure in performance by either party hereto shall not constitute default hereunder or give rise to any claim for damages or loss of anticipated profits if and to the extent that such delay or failure is caused by force majeure.

5.23 Liquidated Damages: In the event of a Breach by the Contractor, as described herein, the Department may withhold as liquidated damages the amounts designated in and calculated pursuant to Attachment 2, attached hereto and incorporated herein, from any amounts owed to the Contractor. In the interests of promoting cooperation and the successful accomplishment of the objectives of this agreement, the Department will have discretion in assessing liquidated damages for any occasion of Breach. The Department's non-assessment of liquidated damages in any particular circumstance shall not be construed as a waiver of the contractual obligation or remedies involved, nor as any representation of intent not to assess or withhold liquidated damages in the future, nor as a finding that an obligation was not breached. The Department shall notify the Contractor in writing of the breach and the amounts to be withheld as liquidated damages. Liquidated damages shall be assessed as specified herein.

The parties agree that, due to the complicated nature of the Contractor's obligations under the Contract, it would be difficult to specifically designate a monetary amount for a Breach by the Contractor designated in Attachment 2, as said amounts are likely to be uncertain and not easily proven. The Respondent/Contractor hereby represents and covenants that it has carefully reviewed the liquidated damages contained in Attachment 2 and agrees that said amounts are the liquidated damages resulting from negotiations between the

parties; represent a reasonable relationship between the amount and what might reasonably be expected in the event of Breach; and are a reasonable estimate of the damages that would likely occur from a Breach. It is hereby agreed between the parties that the liquidated damages represent solely the damages and injuries sustained by the Department in losing the benefit of the bargain with the Contractor and do not include:

- A. Any injury or damage sustained by a third party. The Contractor agrees that the liquidated damage amount is in addition to any amounts the Contractor may owe the Department pursuant to the indemnity provision contained in the Contract or otherwise.
- B. Any damages sustained to the Department or property located therein as a result of the Contractor's Breach.

The Department may continue to withhold the liquidated damages or a portion thereof until the Contractor cures the Breach, the Department exercises its option to declare a Partial Default, or the Department terminates the Contract. The Department is not obligated to assess liquidated damages before availing itself of any other remedy, nor shall the election of such assessments preclude further remedial action by the Department. The Department may chose to discontinue liquidated damages at any time and avail itself of any other remedy available under the Contract or at law or equity; provided that the Contractor may be eligible for a credit for said liquidated damages previously withheld, except in the event of a Partial Default.

5.24 Contractor's Indemnification and Insurance: The Contractor hereby assumes entire responsibility and liability for any and all damages or injury of any kind or nature whatever (including death resulting there from) to all persons, whether employees of the Contractor or otherwise, and to all property caused by, resulting from, arising out of or occurring in connection with any action of the Contractor in performance of its duties under this Contract. If any claims for such damage or injury (including death resulting there from) are made or asserted, whether or not such claims are based upon Contractor's, or its subcontractors' (if any) active or passive negligence or participation in the wrong or upon any alleged breach of any statutory duty or obligation on the part of the above parties, the Contractor agrees to indemnify, defend, and hold harmless, the State and the Department, its officers, agents, volunteers, and employees from and against any and all such claims, and further from and against any and all loss, cost expense, liability, damage, or injury, including legal fees and disbursements, that the State, its officers, agents, volunteers, or employees may directly or indirectly sustain, suffer, or incur as a result thereof and the Contractor agrees to and does hereby assume, on behalf of the State, its officers, agents, volunteers, and employees, the defense of any action at law or in equity which may be brought against the State, its Contractor's (if any), its officers, agents, volunteers or employees, arising by reason of such claims and to pay on behalf of the State, its officers, agents, volunteers and employees, upon demand of either of them, the amount

of any judgment that may be entered against them, individually, jointly or severally, its officers, agents, volunteers, or employees in any such action. As part of the Contractor's assumption of all responsibility and liability for any and all damage or injury as detailed above, Contractor further agrees to hold harmless, defend, and indemnify the State for any loss, expense, recovery, or settlement, including counsel fees and costs of defense, which arise from any demand, claim (whether frivolous or not) or suit which may be asserted or brought against the State or Contractor as a result of any injury or damage to any person or persons (including death) or property (i) allegedly caused by, resulting from, arising out of, or occurring in connection with the furnishing of any goods, equipment or services or the performance or preparation for performance of any of the work or any duties of the Contractor hereunder, or incidental or pertaining thereto, and (ii) whether or not such injury or damage is due to or chargeable to the state or any Contractor or subcontractor under a contract for which the goods or services herein ordered are required, including, but not limited to, any claim based on liability without fault for injury caused by defective goods supplied by Contractor.

Contractor also agrees to assume responsibility for, hold harmless, defend, and indemnify the State for payment of any expenses, costs (including delay costs), direct and consequential damages, penalties, taxes or assessments, punitive damages, including counsel fees and costs of defense, which may be imposed or incurred (a) under any Federal, State, or local law, ordinance or regulation upon or with respect to any compensation of any person employed by the Contractor; (b) under any Federal, State, or local law, ordinance or regulation upon or with respect to discrimination in employment against any individual employed by the Contractor on the basis of race, color, religion, sex, or national origin; and (c) under any Federal, State, or local law, ordinance or regulation upon or with respect to any compensation of any person for claims or civil actions alleging deprivation of right, privilege, or immunity secured by the United States Constitution and laws pursuant to 42 USC Section 1983, or similar statutes as well as claims for attorney's fees brought pursuant to 42 USC Section 1988, or similar statutes.

The foregoing indemnity shall be in addition to Contractor's obligation to supply insurance as required herein and not in discharge of or substitution for it. No immunity from liability granted to the Department or the State shall extend to the Contractor or its officers, directors, employees, agents, or subcontractors. In order to protect the State, the Department, said political subdivisions, and their officers, agents and employees from all claims and losses incurred as a result of the operation and maintenance of the facility, the Contractor agrees, at its sole cost and expense, to procure and continue in force at all times during the term of the Contract (and any extensions thereof) in the names of the Contractor and above stated entities and or individuals, the following insurance coverages:

- A. General Requirements: All insurance coverage shall be obtained by the Contractor through an insurance agent licensed in the State of Florida and

such coverage shall be provided by an insurance company licensed to issue such coverage in the State of Florida. No "self-insurance" coverage shall be acceptable unless the Contractor is licensed or authorized to self-insure for a particular coverage in the State of Florida, or is an insured member of a self-insurance group that is licensed to self-insure in the State of Florida. All policies shall include a provision requiring at least forty-five (45) days prior written notice of cancellation to the State, in compliance with Florida law.

All insurance coverage required to be obtained by the Contractor shall continue in full force and effect during the term of the resulting contract. No contract will be entered into between the Contractor and the Department unless insurance coverage binders are received by the date scheduled for the execution of the contract. Proof of insurance policies must be delivered to the Department prior to the date on which the services of the Contractor shall commence. All insurance coverage is to be provided by insurance carriers admitted to do business in the State of Florida and coverage issued by surplus lines companies shall not be acceptable with the exception of Professional Liability, Employers Practices Liability or Environmental Liability or any other lines of coverage approved by Department. All insurance carriers shall be, at the minimum, rated "A" Financial Strength Rating and "VII" Financial Size Category Rating by A.M. Best or an equivalent rating by a similar insurance rating service.

The Contractor may choose the amount of deductible for any of the insurance coverage required (above) to be obtained by the Contractor, but in no event shall such deductible for each occurrence exceed 3 percent of the required yearly aggregate limit of coverage.

Contractor is responsible for first dollar defense coverage. All general liability policies shall provide defense in addition to the policy limits. The limits required herein are the minimum acceptable. However, these limits are not be construed as being the maximum any Contractor may wish to purchase for their own benefit. In respect to the total limits of liability required, any combination of primary and/or umbrella coverage may satisfy those totals. However, if an umbrella is used, coverage must be a following form policy.

The Contractor shall provide a certificate of insurance and evidence of property insurance reflecting the coverage of all such policies procured by Contractor in compliance herewith and shall be delivered to the Department at least thirty (30) days prior to the time such insurance is required to be carried by Contractor, and thereafter at least thirty (45) days prior to the expiration of any such policies. Such policies shall bear an endorsement stating that the insurer agrees to notify the Department not

less than thirty days in advance of any modification or cancellation of all such policies.

The limits of coverage under each policy maintained by the Contractor shall not be interpreted as limiting the Contractor's liability and obligations under the Contract.

- B. Workers' Compensation, etc.: The Contractor shall take out and maintain during the life of this agreement, Worker's Compensation Insurance for all employees connected with the services provided under this ITN and, in case any work is sublet, the Contractor shall require the subcontractor similarly to provide Worker's Compensation Insurance for all of the latter's employees unless such employees are covered by the protection afforded by the contractor. Such insurance shall comply fully with the Florida Worker's Compensation law.
- C. Commercial General Liability: The Contractor shall take out and maintain during the life of this agreement, commercial general liability insurance against any and all claims for injuries, damage to property, personal injury and advertising injury occurring in, about, or upon the facility premises, including coverage for products and completed operations. Such insurance shall have combined single limits, per occurrence of not less than one million dollars (\$1,000,000), and not less than two million dollars (\$2,000,000) in the aggregate. Said insurance shall name both the Department and the State as additional insureds.
- D. Automobile Liability: The Contractor shall take out and maintain during the life of this agreement, automobile liability coverage for owned, hired and non-owned vehicles, and equipment. The policy shall have combined single limits, per occurrence, for bodily injury and property damage of not less than one million dollars (\$1,000,000). ³
- E. Professional Liability Insurance: The Contractor shall take out and maintain during the life of the agreement resulting from this ITN, professional liability insurance coverage, including medical malpractice liability and errors and omissions coverage, to cover all professional services to be provided by the Contractor to the State under the resulting contract. The amount of coverage obtained shall be two million dollars (\$2,000,000) per occurrence with a five million dollar (\$5,000,000) yearly aggregate. If occurrence coverage is not available, claims-made coverage with a three-year tail coverage shall be provided for the same amounts and aggregate as detailed above.
- F. Employment Practices Liability Insurance: The Contractor shall take out and maintain during the life of the agreement resulting from this ITN, Employment Practices Liability in the amounts of ten million dollars (\$10,000,000) policy aggregate to cover all loss arising from

discrimination, sexual harassment, coercion, and other torts similarly covered by this coverage form.

- G. Property Insurance: The Contractor shall take out and maintain during the life of the agreement resulting from this ITN, property insurance for the full replacement cost value of all real property including improvements and betterments and personal property associated with the facility. Coverage shall apply on a replacement cost basis. Covered Causes of Loss shall include all risk "special" perils, and contain flood coverage.
- H. Equipment Breakdown Insurance A/K/A Boiler and Machinery Insurance: The Contractor shall take out and maintain during the life of the agreement resulting from this ITN, equipment breakdown (boiler and machinery coverage) ("comprehensive" coverage) in the amounts of one million dollars (\$1,000,000) per occurrence to cover all loss arising from the operation of boilers, equipment and machinery, including spoilage and losses due to business interruption and extra expenses.
- I. Environmental Liability Insurance: The Contractor shall take out and maintain during the life of the agreement resulting from this ITN, environmental impairment liability coverage for liability resulting from sudden, accidental, or gradual pollution arising from operations conducted by the contractor, covering damage for bodily injury and property damage, in the amount of one million dollars (\$1,000,000) per occurrence and two million dollars (\$2,000,000) yearly aggregate limit. Coverage shall include underground storage tank insurance, if applicable, in the amount of one million dollars (\$1,000,000) per occurrence and two million dollars (\$2,000,000) yearly aggregate limit.
- J. Excess Liability Insurance: The Contractor shall take out and maintain during the life of the agreement resulting from this ITN, an Umbrella Liability Policy for limits in excess of the primary Commercial General Liability Policy. Such policy shall be a following form policy in the amount of ten million dollars (\$10,000,000) per occurrence and thirty five million dollars (\$35,000,000) yearly aggregate limit. Layered coverage may satisfy those totals.
- K. Subcontractor's Insurance Requirements: The Contractor shall require each of its subcontractors to secure and maintain during the term of the Contract (or for such lesser amount of time if the subcontractor is involved less than the full term of the Contract), the insurance coverages set forth in subparagraphs above upon the same terms and conditions as are set forth in said subparagraphs B, C & D except that additionally, the Contractor shall also be a additional insured for general liability insurance. Such coverage may be reduced or waived when approved in writing by the Contract Manager with the consent of the Department since certain subcontractors have potentially less exposure than other subcontractors,

depending on the nature of their work under the Contract. In no event may the subcontractor self-insure unless Department provides prior written consent. Also, all of the coverages set forth in above shall be primary to any other collectable insurance available.

5.25 Site Rules and Regulations: Contractor shall use its best efforts to assure that its employees and agents, while on any State, County or Agent premises, shall comply with the rules and regulations applicable to the site.

5.26 Applicable Laws and Rules: The Contractor shall comply with all laws, regulations, and directives issued by any applicable Federal, State, County, Municipal or other regulatory body, including the regulatory public health agency pertaining to the Workers' Compensation Act and shall conduct said operation in a safe, efficient, and sanitary manner.

The Contractor is responsible for complying with any applicable local, state, or national codes and/or ordinances.

All necessary permits and licenses shall be the responsibility of the Contractor.

5.27 Liability: The Contractor shall hold harmless the Department from any and all liability in damages arising out of any Contractor's actions, covenants or agreements. Further, it is specifically understood that Contractor is an independent Contractor and shall furnish said service upon its own credit and it is not, in any way, an employee, agent, servant, or representative of the State, its Agencies or subdivisions.

5.28 Unauthorized Employment of Alien Workers: The Department shall consider the employment by a Contractor of unauthorized aliens a violation of Section 27A(e) of the Immigration and Nationalization Act. Such violation shall be cause for unilateral cancellation of this contract.

5.29 Silence of Specifications: The apparent silence of specifications set forth in this ITN and contract to any details or the omission from it of a detailed description, concerning any point shall be regarded as meaning that only the best commercial practices are to prevail. All interpretations of this ITN shall be made upon the basis of this statement.

5.30 Non-Exclusive Rights: The right to provide the services which will be granted under the Contract shall not be exclusive. The Department reserves the right to contract for and purchase the services from as many firms as it deems necessary without infringing upon or terminating the Contract.

5.31 Contract: The Contract between the Department and the successful Respondent (Contractor) shall incorporate this ITN, addenda to this ITN, and the Contractor's proposal. In the event of a conflict in language among any of the documents

referenced herein, the provisions and requirements of this ITN Contract shall govern.

- 5.32 Emergency Conditions:** The Department reserves the right to waive the conditions to this Contract to include meeting American Correctional Association (ACA) requirements during emergency conditions caused.
- 5.33 Maintenance of Corporate Existence and Business:** Contractor shall at all times maintain its corporate existence and authority to transact business in good standing in its jurisdiction of incorporation and the State of Florida. Contractor shall maintain all licenses, permits, and franchises necessary for its businesses where the failure to so maintain might have a material adverse effect on Contractor's ability to perform its obligations under the Contract.
- 5.34 Governing Law and Venue:** Any Contract resulting from this ITN shall be construed under the laws of the State of Florida. Any action arising from said Contract, whether for the enforcement thereof or otherwise, shall be brought in Leon County, Florida.
- 5.35 Copies of Documents:** Prior to final execution of the resulting Contract and as an on-going Contract requirement, the Contractor shall provide the Department on a timely basis copies of all original and renewed insurance certificates, tax receipts or other appropriate documentation indicating the Contractor's payments to the taxing authorities.
- 5.36 Post-Conviction Proceedings:** Contractor will not be responsible for defending any post conviction action, including appeals and writs or habeas corpus, by any inmate challenging the underlying judgment of conviction or the administration of the sentence imposed.
- 5.37 Disputes:** All services shall be performed by the Contractor to the satisfaction of the Secretary, on behalf of the Department, who shall decide all questions, difficulties and disputes of any nature whatsoever that may arise under or by reason of this Contract.
- 5.38 No Third Party Beneficiary:** The Contract resulting from the ITN shall be for the sole benefit of the selected Contractor and the Department and shall not be and shall not be construed as conferring any rights on any person not a signatory thereto.
- 5.39 Taxes, Liens and Assessments:** Contractor shall: (i) pay, or make provision for payment of all lawful taxes and assessments levied or assessed by Federal, State or any local government on the facility for any machinery, equipment or other property installed or located by Contractor therein or thereon, or upon the financing company with respect to the facility or any part hereof, including any taxes levied upon or with respect to the income or revenues of the financing company from the facility, or upon any payments pursuant to any financing

agreement entered into by and between the Department and the said financing company regarding the facility; (ii) not create or suffer to be created any lien or charge upon the facility or any part thereof; (iii) pay or cause to be discharged or make adequate provision to timely satisfy and discharge any lien or charge upon the facility or any part thereof and all lawful claims or demand for labor, materials, supplies or other charges which, if unpaid, might be or become a lien upon the facility or any part thereof; and (iv) pay all utility charges, including "service charges", incurred or imposed with respect to the facility.

The parties hereto acknowledge that the housing of state prisoners is an inherently governmental function, albeit a function that can be contracted for with a private business. In addition, the parties hereto acknowledge that the use by the state of a lease purchase agreement to finance the construction of a facility does not alter the status and use of the Facility or the immunity of the state and its property, including the Facility, from local ad valorem taxation. To that end, the Contractor shall not act in contravention to this understanding, shall immediately notify the Department of any adverse action in this regard, and shall not pay any ad valorem (property) taxes or payments in lieu of ad valorem taxes unless explicitly authorized by the Secretary of the Department in writing. Ad valorem taxes will not be considered to be a component of the per diem amount to be paid to the Contractor for services provided under the Contract resulting from this ITN process.

Contractor shall share or reimburse the expense with or incurred by the Department in: (i) claiming or defending any tax exemption or immunity for the Facility to which the Department believes it is entitled to claim or defend, or (ii) contesting any such taxes, assessments, liens and other charges; and, in the event of any contest, Contractor with the Department's prior written approval may permit the taxes, assessments, liens or other charges so contested to remain unpaid during the period of such contest and any appeal there from unless the Department, the Trustee or the Bond Insurer notifies the Contractor that, in the Opinion of Counsel, by non-payment of any such items the security afforded pursuant to the terms of the Indenture or this Contract will be materially endangered, in which event such taxes, assessments, liens or charges shall be paid forthwith by Contractor or such other action shall be taken as to remove such danger.

SECTION 6
TECHNICAL SPECIFICATIONS

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6.01 Definitions

The following terms used in this solicitation, together with any attachments or amendments, shall have the meanings set forth below:

ACA: The American Correctional Association.

ACA Standards or Standards: "ACA Standards" means the Standards for Adult Correctional Institutions (Fourth Edition, January 2003, as the same may be modified, amended, or supplemented in the future) published by the American Correctional Association.

Additional Services: Means those additional operational and management services to be provided which are required by changes in ACA Standards, laws, government policies, regulations, or court orders generally applicable to the scope of service contemplated in this solicitation and which may cause an increase in the cost of operating and managing the facility.

Authorized Representative: The person designated in writing to act for and on behalf of a party of this Contract, which designation has been furnished to the other party hereto. In the case of the CONTRACTOR, the Authorized Representative shall be designated in writing by its President or any Vice President. The designation of the CONTRACTOR's initial Authorized Representative shall be delivered to the BUREAU no later than the

effective date of this Contract. The CONTRACTOR's Authorized Representative may designate other persons to assist such Authorized Representative in the performance of certain obligations required by this Contract. In the case of the BUREAU, the BUREAU Chief is hereby designated as its Authorized Representative. At any time, either party may designate any person as its Authorized Representative by delivering to the other party a written designation signed, if on behalf of the CONTRACTOR by its President or Vice President, or if on behalf of the BUREAU by the BUREAU Chief. Such designations shall remain effective until new written instruments are filed with or actual notice is given to the other party that such designations have been revoked.

Breach of Contract: Any of the events or circumstances described in Article 10.

Bureau: The Florida Department of Management Services, BUREAU of Private Prison Monitoring.

Close Custody Grade: As used herein, refers to a class of inmates who must be maintained within an armed perimeter or under direct, armed supervision when outside of a secure perimeter. Transport off institutional grounds requires two armed transport officers and the inmate will be restrained using handcuffs, waist chains with handcuff cover and leg irons.

Construction Completion Date: Pursuant to proviso language the Construction Completion Date will occur on May 1, 2010.

Contract Documents or Contract: Means the document negotiated and executed by the Department and the Respondent.

Contract Administrator: "Contract Administrator" means the Department employee who is primarily responsible for maintaining the official contract file. As of the Effective Date of the Contract, the Contract Administrator is Anthony Garcia, 4050 Esplanade Way, Suite 280, Tallahassee, Florida 32399. The Department may appoint a different Contract Administrator, which shall not constitute an amendment to the Contract, by sending notice to Respondent.

Contract Manager: "Contract Manager" means the Department employee who is primarily responsible for management and oversight of the Contract and evaluation of the Respondent's performance of its duties and obligations pursuant to the terms of the Contract. The Contract Manager is currently Michael Weber. The Department may appoint a different Contract Manager, which shall not constitute an amendment to the Contract, by sending notice to Respondent. Any communication to the Department relating to the Contract shall be addressed to the Contract Manager.

Contract Monitor: Please see On-Site Contract Monitor.

Contract Start Date or Contract Effective Date: The date that the anticipated Contract to be awarded through this solicitation for the design and construction of the facility expansion will officially take effect.

Contractor (or Vendor): The firm awarded a contract to design/build and/or operate/manage the facility. The organizational entity serving as the primary Contractor with whom a contract will be executed. The term Contractor shall include all employees, subcontractors, agents, volunteers, authorized representatives, or anyone acting on behalf of, in the interest of, or for, the Respondent.

Cooperative Transfer Agreement: The Cooperative Transfer Agreement between the BUREAU, the RESPONDENT, and the Florida Department of Corrections (DC) which establishes guidelines for transfer of inmates between the Facility and facilities operated by the Department.

Court Orders: Any existing or future orders or judgments issued by a court of competent jurisdiction or any existing or future stipulations, agreements, or plans entered into in connection with litigation that are applicable to the operation, management, or maintenance of the facility or related to the care and custody of inmates at the facility.

Day: A calendar day.

DC or DOC: The Florida Department of Corrections.

Design/Build Agreement: The Agreement entered into between the BUREAU and the CONTRACTOR for the design and construction of the Facility.

DMS or Department: The Department of Management Services. These terms are used interchangeably.

Facility: The 2,000-bed adult male medium/close custody secure correctional Facility located in Florida, and designed and constructed for the detention of adult male medium/close custody inmates. Further expansion of this Facility may be authorized by the BUREAU. In the event further expansion of the Facility occurs, per diem and other adjustments will be made upon mutual agreement of the parties.

Fixed Equipment: Refers to all equipment and systems necessary to the operation of the facility, which are an integral part of, or permanently attached to, a structure, or permanently connected to the facility utilities.

Force Majeure: Force majeure is an act or acts of nature (i.e., hurricane, tornado, earthquake, natural fire) or an act or acts of a person or people (i.e., riot, labor strike, act of terrorism, war, national emergency) that can be neither anticipated nor controlled

by the parties, and which cause(s) and ordinarily excuse(s) the delay or failure in performance by one or both parties of any of the terms and conditions of this Contract.

GASB: Means the Governmental Accounting Standards Board.

Inmate: Any person assigned by the Florida Department of Corrections to be housed at the correctional facility that the Department has contractual authority over.

Inmate Day: Each Day on which an inmate is housed at the facility, including the first, but not the last day of incarceration as determined by the midnight count of each day.

ITN / Solicitation: Means the "Invitation to Negotiate," together with any attachments or amendments.

Leased Furnishings and Equipment: The items of personal property as described in Article 4.02 of this Contract to be financed or refinanced by disbursements from the Project Account and leased to the BUREAU pursuant to the terms and provisions of the Lease Agreement.

Management Services Agreement, Agreement, or Contract: Means the management services agreement or Contract, together with all attachments, exhibits, amendments, and modifications entered into between the Department and the Respondent awarded through this solicitation.

Medium Custody Grade: As used herein, refers to a class of inmates who are eligible for placement at a facility with a secure perimeter and require armed supervision for all movement outside the secure perimeter. Such inmates may be transported without armed supervision if in a secure vehicle that does not leave institutional grounds. Transport off institutional grounds, in addition to armed supervision, requires a minimum restraint of handcuffs.

Minimal Constitutionally Adequate Level of Health care: As used herein, means access to and provision of medically necessary and appropriate health care that is reasonably and legally sufficient to address the inmate's health complaint.

Movable Equipment: Refers to all furniture and equipment not permanently attached to the facility.

Number of Verbs or Nouns: Throughout this solicitation, the singular may be read as the plural and the plural as the singular.

On-Site Contract Monitor: The employee or employees of the BUREAU designated to monitor the operation of the Facility for contract compliance and to coordinate actions and communications between the DC and the CONTRACTOR. The On-site Contract Monitor will be designated by the BUREAU. The On-site Contract Monitor will be the

official liaison between the BUREAU and the CONTRACTOR on all on-site matters pertaining to the operation and management services of the Facility.

OSHA: Means the Occupational Safety & Health Administration.

Per Diem Rate: The cost charged per inmate, per inmate day for the delivery of operation and management services at the institution.

Project Manager: A third-party designated by the Department to provide Project Management Services, including but not limited to overseeing project construction, contract administration, design review and quality assurance, and budget and schedule management. The Project Manager will be a full-time representative of the Department and will be on site throughout the construction phase of this project.

Privately Owned Institution Inmate Welfare Trust Fund (POIIWTF): A trust fund account maintained by DC that is required by Section 945.215, Florida Statutes, and into which the net proceeds derived from operating inmate canteens, vending machines used primarily by inmates, receipts from telephone commissions, and similar sources shall be deposited monthly.

Proposal: All information and materials submitted by a Respondent in response to this solicitation.

Public Entity Crimes: As defined in Section 287.133(1)(g), Florida Statutes, "public entity crime" means a violation of any state or federal law by a person with respect to and directly related to the transaction of business with any public entity or with an agency or political subdivision of any other state or with the United States, including, but not limited to, any bid or Contract for goods or services to be provided to any public entity or an agency or political subdivision of any other or of the United States and involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, or material misrepresentation.

Respondent: Any firm or person who submits a proposal to the DMS in response to this solicitation.

SEC: Means the Securities and Exchange Commission.

Service Commencement Date: The date on which the Respondent shall begin providing operations and management services at the facility, which date shall be the first date that inmates are assigned.

State: State shall be synonymous with the Florida Department of Management Services or any State of Florida government entity referenced therein. These terms may be used interchangeably.

Subcontract: An agreement entered into by the Respondent with any other person or organization that agrees to perform any performance obligation for the Respondent specifically related to securing or fulfilling the Respondent's obligations to the Department under the terms of the Contract resulting from this solicitation.

Subcontractor: Any person other than an employee of the Respondent who performs any of the services listed in this solicitation for compensation paid by the Respondent.

Unforeseen Circumstances: Means those acts or occurrences beyond the reasonable contemplation of the parties at the time of execution of a contract resulting from this solicitation that materially alter the financial conditions upon which the contract is based.

Valid Proposal: A responsive offer in full compliance with the Invitation to Negotiate's specifications and conditions submitted by a responsible person or firm. The responsiveness of a proposal shall be determined based on the documents submitted with the proposal. The responsiveness of the proposal and the qualifications or responsibility of the Respondent will be determined as of the time the proposal is publicly opened.

- Responsive Respondent means a person or firm that has submitted a proposal that conforms in all material respects to the Invitation to Negotiate.
- Responsible or qualified Respondent means a person or firm with the capability in all respects to perform fully the Contract requirements and the integrity and reliability to assure good faith performance. Failure to provide information to determine responsibility in response to a condition of a proposal requiring information may be cause for such proposal to be rejected.
- The Department reserves the right to determine which proposals meet the material requirements of the solicitation, and which proposals are non-responsive.

6.02 Overview and Statement of Purpose

The State of Florida, Department of Management Services, pursuant to Section 4 of HB 5001 Engrossed 1 (2008), Florida Statutes, is authorized to issue this Invitation to Negotiate (ITN) for the design, financing, acquisition, leasing, construction, and operation of a 2,000 bed Correctional Facility to house medium and close custody adult male inmates. The objective of this solicitation is for the State of Florida, Department of Management Services (DMS), Bureau of Private Prison Monitoring (BUREAU), to establish a contract for the operation and management of privately operated correctional facility, a 2,000-bed, adult male, medium/close custody level secure correctional facility.

Respondent shall be prepared to meet all requirements for design, financing, acquisition, leasing, construction, and operation of the aforementioned facility. The Department is solely responsible for negotiating and establishing the terms and conditions which, pursuant to Section 4 of HB 5001 Engrossed 1 (2008), Florida Statutes, will result in a contract between the Respondent and the Department of Management Services.

The initial price proposal for Design and Construction services must be submitted in the form of a firm-fixed price, inclusive of all costs incurred to deliver the facility for occupancy, including but not limited to site work, materials, supplies, labor, fixtures, furnishing and equipment. Design and Construction services must be fully delivered by the Construction Completion Date as provided in Section 6.01.

Subject to legislative appropriations, the Department guarantees an average daily assignment of inmates to the facility of at least ninety-percent (90%) of the maximum bed capacity of that facility. The Respondent will be paid a per diem for at least the guaranteed occupancy regardless of the actual number of inmates at the facility at that time.

Respondent must agree to comply with the requirement of Section 957.07(1), Florida Statutes and agree to provide all services at a cost saving of at least seven percent (7%) over the public provision of a similar facility based upon actual costs associated with the construction and operation of similar facilities or services. Final contract prices shall be negotiated to meet this requirement to the full extent required by law.

Several of DC's policies are restricted due to the sensitive nature of security. These policies will be made available to the successful RESPONDENT upon execution of a contract. This ITN provides the basis for negotiations and does not provide a structured methodological approach for the operations of correctional facilities. The ITN process allows suppliers to propose innovative approaches without the restrictions or limitations of fixed requirements established in advance. The Department is requesting vendors to provide the information requested. Please note that the Department of Corrections has been invited to participate in the evaluation and negotiation process. The Department suggests that the RESPONDENTS consult correctional professionals and organizations for additional guidelines, and those responses should be based on correctional research and community needs.

6.03 SCOPE OF SERVICES

Via this ITN the Department is looking to contract with a responsible and responsive vendor to design, construct and operate a private correctional facility as described in this ITN. As to the operational services sought via this ITN, throughout the term of the

contract and renewals (if any), Respondent shall provide Operation and Management Services on a daily basis (i.e., per diem basis).

6.04 GENERAL DESCRIPTION OF SERVICES

The services to be provided by the Contract awarded as a result of this solicitation include the following:

I. Design and Construction: This is a turnkey project, with Respondent responsible for complete design, and construction of the Facility including site work, buildings, renovations, utility systems and all equipment and furnishings required to provide a complete operational corrections facility as specified herein. Design and Construction services to be provided include:

a) Physical construction of the project, including all required permitting, labor, materials (unless otherwise specified, all materials to be incorporated into the project shall be new), tools, construction equipment and subcontracted items necessary for the construction and equipping of the project in accordance with the Contract Documents, including handling and warehousing of materials, supplies and equipment.

b) Construction, Supervision and Inspections are to include an adequate inspections system and performance or cause to be performed, such inspections and testing as will ensure that construction of the project is performed in accordance with the requirements of the Contract Documents, recording all such inspections so performed and providing a copy thereof to the A/E, which the Department, or its Authorized Representatives may review at their discretion from time to time.

c) Construction Administration to include monthly reporting and accounting coordinated with the Project Manger.

d) Provision/Procurement of Machinery, Equipment and Furnishings including all machinery, equipment and other furnishings and fixtures considered capital assets that are integral and related to the operation, maintenance, and administration of the project and which are identified as being a part of the project in Respondent's proposal for this solicitation. Such machinery and equipment shall be included in the construction costs of the project and delivered prior to final acceptance of the project. To the extent a brand, type, model number and quantity for any such capital asset is specified in the Respondent's response to the solicitation and not superseded by a specification on the plans and specifications or this Contract, the designation in Respondent's proposal shall control. On or

before Final Acceptance, Respondent and the Department or their Project Manager shall jointly prepare a property inventory listing each item and noting the condition of each such item of machinery and equipment for the project as provided by Respondent. Unless otherwise specified herein, all furniture, fixtures and equipment incorporated into the project shall be new. **All furniture, fixtures, and equipment necessary for the operation of the facility described in this solicitation will be provided by Respondent, and shall be identified by location and include the quantity, description, unit cost, net.**

6.05 MODIFICATION OF CONTRACT – INCREASE/DECREASE OF SCOPE OF SERVICES

I. Modification to Construction: Modification to the established construction provisions of the Contract shall be by change order. However, no change order will be approved that will result in increasing construction costs beyond the seven percent (7%) cost savings required under Section 957.07, Florida Statutes.

II. Modification to Operations and Management Services: The Department shall provide written notice to the Respondent thirty (30) days in advance of any required changes to the scope of service outlined in the final Contract resulting from this solicitation. Any deviations the Respondent may wish to make from the scope of service must be approved in advance and in writing by the Contract Manager. Unless otherwise provided for in the contract resulting from this solicitation, changes will require a formal contract amendment.

In addition, this section establishes the only procedures by which the Respondent may obtain compensation or reimbursement in excess of the per diem rate established for Operation and Management Services under this Contract or by which the Department may reduce the contracted per diem or the scope of service. During the term of this Contract, policies, regulations and laws may change. In addition, the Department may request changes in the scope of service for operational or administrative reasons. These changes may impact Respondent's service delivery in terms of materially increasing or decreasing the Respondent's cost of providing services. While the Department recognizes that changes may occur, there is no way to anticipate what those changes will be, nor is there any way to anticipate the related costs associated with the changes. All requests for changes shall be in writing and shall be handled as a formal communication. The Respondent and the Department may agree to negotiate in advance for additional compensation to cover substantial cost increases associated with any changes in the scope of service required to ensure continued compliance with State or Federal laws, statutes or regulations, or

Department or DC policy or regulations. Conversely, the parties agree to negotiate a reduction in compensation should resulting changes in the scope of services result in a substantial reduction of costs.

In the event there is an immediate and urgent need for the scope of services to change without advance negotiations, either substantially increasing or decreasing the Respondent's costs, the contract may be amended in writing to address the change and reasonable compensation may therefore be paid. It is specifically agreed that any compensation will be effective the date the changed scope of services is directed, in writing, and implemented. Full, written justification with documentation sufficient for audit will be required to authorize an increase or decrease in compensation. In the event a change of scope occurs, either party shall have ninety (90) days to request an increase or decrease in compensation or that party will be considered to have waived this right. If the parties are unable to negotiate an agreed upon increase or decrease in compensation or reimbursement, the Department shall determine based upon changes to the scope of services, what the resultant compensation should be.

6.06 PER DIEM PRICE – OPERATIONS AND MANAGEMENT SERVICES

The initial price proposal for the Operation and Management services must be submitted in the form of a per diem basis. Subject to legislative appropriations, the BUREAU guarantees an average daily assignment of inmates to the Facility of at least ninety-percent (90%) of the maximum bed capacity of the Facility. The RESPONDENT will be paid a per diem for at least the guaranteed occupancy regardless of the actual number of inmates at the facility at that time. The BUREAU will compensate the RESPONDENT at per diem rates established during negotiations. The BUREAU will compensate the CONTRACTOR at the following per diem rates:

- An amount for each inmate up to 90% occupancy
- An amount for each inmate over 90% occupancy.

Respondent will provide a breakdown of the per diem rate according to Attachment B.

The RESPONDENT will be required monthly to reimburse the BUREAU for the salary and expenses of the On-Site Contract Monitor in the approximate amount of \$4,976.37. Such salary and expenses will include coverage of employee benefits. The salary and expenses of the On-Site Contract Monitor may be adjusted annually, subject to legislative appropriations.

A monthly adjustment will also be made for PILOT (Payment In Lieu of Taxes) payments, subject to legislative appropriations.

Regardless of the number of inmates incarcerated at the facility, the RESPONDENT is guaranteed an amount equal to 90% occupancy (1,800 inmates) times the per diem rate subject to legislative appropriations. The RESPONDENT guarantee may be subject to the following: any liquidated damages as set forth in Section 5.23 of the Special General Conditions, deductions for position vacancies as set forth in Section 6.39, deductions for inmate vacancies in programs as set forth in Section 6.33, deductions for reimbursement of the On-Site Contract Monitor as set forth above; deductions for the maintenance reserve as set in Section 6.20(VIII); ad valorem taxes and/or PILOT payments required to be paid by RESPONDENT by judicial determination or legislative mandate, as set forth in Section 6.18; and any other deduction or charge permitted in the Contract.

6.07 INVOICES

The RESPONDENT shall submit monthly invoices within ten (10) working days of the month end, in a format acceptable to the DC's accounting department, to the attention of the BUREAU's On-Site Contract Monitor. Invoices shall be submitted in detail sufficient for a proper pre-audit and post-audit thereof. The invoice will reflect the prison population for each day, midnight count, times the security per diem minus adjustments allowed in the Contract. The DC will verify the daily inmate population count. If there is a discrepancy between the RESPONDENT's and the DC's counts, the DC's counts will be used in calculating the per diem payment. Invoices will be adjusted as specified in the Contract.

The RESPONDENT will provide required documentation for the invoice to the On-Site Contract Monitor each month. The BUREAU's On-Site Contract Monitor or his/her successor shall be responsible for enforcing performance of the Contract terms and conditions and he/she shall serve as liaison between the RESPONDENT and the BUREAU and shall approve all invoices for payment pursuant to Chapter 215, Florida Statutes.

6.08 POSSESSION OF LEASED FURNISHINGS AND EQUIPMENT

On the Services Commencement Date, the BUREAU will grant the CONTRACTOR exclusive use and possession, subject to the terms of this Contract, of leased furnishings and equipment as same is defined and set out in the Design/Build Agreement. Items purchased with state funds are owned by the State of Florida and shall remain with the Facility in the event of termination or non-renewal of this Contract. All furnishings and equipment are State property, except for CONTRACTOR Property as set forth under Article 4.09.

As part of CONTRACTOR'S initial responsibility, the CONTRACTOR shall, in cooperation with the construction contractor if applicable, prepare and maintain an

inventory of leased furnishings and equipment. Such inventory shall include the manufacturer, model number, serial number, monetary value (purchase cost), and assigned identification number. Leased furnishings and equipment shall remain part of the Facility and may not be removed from the Facility, without approval from the On-Site Contract Monitor. The BUREAU shall be entitled to conduct an inventory of leased furnishings and equipment prior to or within a reasonable time after the Services Commencement Date, and shall be entitled to conduct an inventory of leased furnishings and equipment throughout the Term of this Agreement. The CONTRACTOR shall cooperate with the BUREAU in its conducting of all inventories of leased furnishings and equipment.

6.09 INDEPENDENT CONTRACTOR

With respect to the performance of the services set out herein, the RESPONDENT is and shall continue to be an independent Contractor and, subject to the terms of the Contract, shall have the sole right to manage, control, operate, and direct the performance of the details of its duties under the Contract. The RESPONDENT's agents and employees shall not accrue from the State, the BUREAU, or the DC any leave, retirement, insurance, bonding or any other benefit afforded to the employees of the State, the BUREAU, or the DMS as a result of the Contract. The RESPONDENT, its agents, and employees shall not be considered agents or employees of the State, the BUREAU, or the DMS.

6.10 SUB-CONTRACTORS FOR OPERATIONS AND MANAGEMENT SERVICES

The RESPONDENT may subcontract for the performance of any of its responsibilities to provide services pursuant to the Contract, provided the BUREAU reviews all procedural, and operational and fixed capital outlay project plans and provides written approval. The RESPONDENT shall competitively procure all subcontracts with the intention to maximize competition and ensure the greatest savings possible for the state. The RESPONDENT shall furnish to the BUREAU's On-Site Contract Monitor copies of all subcontracts, without regard to amount of annual payments. Any arrangement by the RESPONDENT with an affiliate or member company to provide services to the Facility shall be subject to the subcontractor provisions of this Section. No contractual relationship shall exist between the BUREAU and any subcontractor and the BUREAU shall accept no responsibility whatsoever for the conduct, actions, or omissions of any subcontractor selected by the RESPONDENT. The RESPONDENT shall be responsible for the management of the subcontractor in the performance of their work. A subcontractor may not work directly with the BUREAU in any manner and shall not be included in contract negotiations, renewals, audit or any other discussions except at the request of the BUREAU.

The provisions of law governing the participation of minority business enterprises are applicable to the Contract. The terms "Certified Minority Business Enterprises" and "MBE(s)" mean only those minority business enterprises as defined in Section 288.703(2), Florida Statutes, which possess a current certification issued by DMS' Office of Supplier Diversity.

The RESPONDENT will provide a quarterly report on the use of certified Minority Business Enterprises (MBE). The report will include the name of the MBE and the amount spent with the MBE. This report will be submitted to the On-Site Contract Monitor on the following dates: January 15, April 15, July 15, and October 15..

6.11 PERSONNEL

The RESPONDENT shall at all times provide a sufficient number of trained staff to provide for and maintain the security, control, custody, and supervision of inmates in the Facility in compliance with applicable court orders, the ACA Standards, and the Contract. RESPONDENT will provide a proposed organization chart to include all positions within the facility, indicating which positions are certified, critical complement, and mission critical.

RESPONDENT will provide the BUREAU with a proposed staffing pattern within his/her response to this ITN. Positions will be staffed with qualified employees in accordance with the RESPONDENTS'S staffing pattern submitted and approved by the Contract Manager. Any modifications to the position requirements or the staffing pattern must be approved in writing by the Contract Manager.

Sufficient staff shall be employed at all times to assure that all positions identified as critical complement on the approved staffing pattern, are manned for each shift, unless a departure from the staffing pattern has been approved in writing by the BUREAU Chief. The RESPONDENT shall be required to fill critical complement positions by using overtime or other staff members to ensure that the staffing levels do not decrease below the established critical complement. RESPONDENT will provide a proposed chart for each shift indicating critical complement and positions required to be filled. RESPONDENT shall be required to provide a bi-weekly report to the On-Site Contract Monitor of the number of hours each certified officer worked during the pay period. The report will indicate which officers are considered part-time.

Part-time correctional officers may be used as long as they are fully trained, certified and/or licensed. The use of part-time correctional officers shall be limited to a maximum of 20 hours per officer per week, for a total not to exceed 900 hours per week for the Facility. The use of part-time staff in management positions is forbidden. Full-time correctional officers shall each be limited to no more than 24 hours of overtime in any

two-week period. The BUREAU reserves the right to authorize exceptions to this section.

The RESPONDENT shall conduct monthly random drug testing to include anabolic steroid and drug testing of 5% of all certified staff, subject to Florida Administrative Code and Florida Statutes. The proposal must indicate how this will be implemented. Monthly reports must be submitted to the BUREAU. Each report will indicate which officers were tested, date tested, the result, and how the random 5% sample was selected.

6.12 TRAINING

The RESPONDENT will provide training programs in compliance with the ACA Standards, Chapter 943 and Section 957.05, Florida Statutes, the Florida Department of Law Enforcement, Division of Training, and Chapter 33, Florida Administrative Code. RESPONDENT will provide a monthly report detailing training provided to personnel. Training curriculum must be approved by an appropriate oversight governing body. The report will include, but not be limited to, course title, the number of training hours, the employee's name and position, whether training was required, and instructor's name and contact information.

6.13 NON-DISCRIMINATION

The RESPONDENT shall, in the proposal establish goals for minority participation. As used in the Contract, the terms "Certified Minority Business Enterprises" and "MBE(s)" mean only those minority business enterprises as defined in Section 288.703(2), Florida Statutes, which possess a current certification issued by the DMS's Office of Supplier Diversity. Certified service disabled veteran businesses are also encouraged to be used after November 11, 2008 when the new law takes effect. The RESPONDENT will be required to provide the On-Site Contract Monitor with a quarterly report concerning minority participation. See Article 6.10 for more details.

6.14 OPERATIONAL PLAN REQUIREMENTS

I. As a condition precedent to commencement of services hereunder and, prior to the Services Commencement Date, the RESPONDENT shall provide the BUREAU, for the BUREAU's written approval, an Operational Plan that covers the full range of Facility operations including, but not limited to, the following:

- a) All aspects of Facility operations that affect the quality of life of the inmates, employees, and visitors. The following items should be considered when evaluating quality of life within the facility: inmate recreation program; recreation facilities; food quality, inmate food services standards; medical care; sanitation and hygiene practices; inmate

exercise; access to mail, telephone and visitation; staff working conditions; and, inmate work assignments.;

b) Procedures that will be utilized to facilitate monitoring of the Facility by the RESPONDENT's Authorized Representative or the Authorized Representative's designee on an annual basis;

c) Continuous self-monitoring by Facility staff (On-Site Contract Monitor will be given written copies of self-monitoring reports monthly). It is the RESPONDENT'S responsibility to develop the corresponding procedures and forms, and document self-monitoring activities under the contract;

d) Procedures for assumption of operations by the BUREAU or the DC in the event of RESPONDENT'S bankruptcy or inability to perform its duties hereunder;

e) An emergency procedures/security manual for confidential use by staff supervisors employed by the RESPONDENT;

f) Post Orders for all Facility security staff positions. All post orders must be submitted and approved by the Bureau Chief. Post Orders will be reviewed yearly by the RESPONDENT. Documentation of this review and any prospective changes to the post orders will be submitted to the On-Site Contract Monitor who will forward the documentation for review and approval in writing to the Bureau Chief;

g) Job descriptions for each position, including salary range, education and experience requirements, certification/licensure requirements, descriptions of job duties, and full-time or part-time designation. All job descriptions must be submitted and approved by the Bureau Chief. Job descriptions will be reviewed yearly by the RESPONDENT. Documentation of this review and any prospective changes to the job description will be submitted to the On-Site Contract Monitor for review and approval in writing by the Bureau Chief. Revisions must be approved prior to implementation. All job announcements must be accompanied with the corresponding job description approved by the Bureau Chief prior to posting;

h) Building schedules for each building will be submitted with the proposal. All schedules will be reviewed at least annually by the RESPONDENT. Documentation of this review and any prospective

changes must be submitted and approved by the Bureau Chief prior to implementation of the change.

II. Once a RESPONDENT is selected the RESPONDENT shall notify the BUREAU in writing of desired changes in, or additions to, the Operational Plan with regard to the RESPONDENT's policies and procedures, emergency procedures/security manual, post orders, and job descriptions. No such changes shall be implemented prior to the RESPONDENT's receipt of written approval from the BUREAU Chief. The BUREAU Chief shall respond to a request for changes within thirty (30) days. A material breach of the Operational Plan shall be regarded as a material breach of this Agreement.

6.15 BOOKS AND RECORDS

The RESPONDENT shall keep at the Facility proper and complete books, records, and accounts with respect to the Facility and all subcontractors thereof, and shall permit the On-Site Contract Monitor and the BUREAU or its designees to inspect the same at all reasonable times, and to make and take away copies thereof, pursuant to Chapter 119, Florida Statutes. If there is trade secret information that the RESPONDENT does not want disclosed during a public records request, it is the RESPONDENT's responsibility to provide an additional copy of the information with the trade secret information redacted.

6.16 MAINTENANCE OF CORPORATE EXISTENCE AND BUSINESS

The RESPONDENT shall at all times maintain its corporate existence and authority to transact business and good standing in its jurisdiction of incorporation and the State of Florida. The RESPONDENT shall maintain all licenses, permits, and franchises necessary for its businesses where the failure to so maintain might have a material adverse effect on the RESPONDENT's ability to perform its obligations under the Contract. RESPONDENT will provide this information to the BUREAU, the On-Site Contract Monitor, or other authorized personnel as requested.

6.17 TRANSITION

Upon the termination of the Contract, the RESPONDENT agrees to work with the BUREAU, the DC, and/or other agencies as required, in accordance with the Contract, for a period of ninety (90) days to ensure an orderly and efficient transition from the RESPONDENT's management to the BUREAU and/or the DC management (or management by a third party) of the Facility. During the transition period, the RESPONDENT will transfer all necessary records, files and documents for the operation of the Facility, including but not limited to inmate records, maintenance records, and personnel files.

6.18 TAXES, LIENS, AND ASSESSMENTS

The RESPONDENT shall: (i) pay, or make provision for payment of, all lawful taxes and assessments levied or assessed by the federal, state or any local government on the Facility or any machinery, equipment or other property installed or located on the Facility by the RESPONDENT therein or thereon, or upon the Florida Correctional Finance Corporation with respect to the Facility or any part thereof, including any taxes levied upon or with respect to the income or revenues of the Florida Correctional Finance Corporation from the Facility, or upon any payments pursuant to the Lease/Purchase Agreement; (ii) not create or suffer to be created any lien or charge upon the Facility or any part thereof; (iii) pay or cause to be discharged or make adequate provision to satisfy and discharge, within sixty (60) days after the same shall come into force, any lien or charge upon the Facility or any part thereof and all lawful claims or demand for labor, materials, supplies or other charges which, if unpaid, might be or become a lien upon the Facility or any part thereof, except permitted encumbrances, as defined in the Lease/Purchase Agreement with respect to the Facility entered into by and between the BUREAU and the Florida Correctional Finance Corporation; and (iv) pay all utility charges, including "service charges", incurred or imposed with respect to the Facility.

The parties hereto acknowledge that the housing of state prisoners is a governmental function, albeit a function that can be contracted for with a private business. In addition, the parties hereto acknowledge that the use of a lease-purchase agreement utilizing tax-exempt financing for the construction of the Facility does not alter the nature of the use of the Facility. To that end, in the event that a local jurisdiction attempts to assess ad valorem taxes on the Facility, the RESPONDENT agrees to provide any necessary assistance, support, and expenditure of legal resources (including a pro rata share of all attorneys' fees and costs) in order to support any efforts by the State to defend the sovereign immunity from such taxation enjoyed by the Facility as State property, pursuant to *First Union National Bank of Florida v. Ford*, 636 So.2d 523 (Fla. 5th DCA 1993). DMS will pay 50% of all such attorneys' fees and costs. The RESPONDENT agrees to pay a pro rata share of the remaining 50% of attorneys' fees and costs, based on the proportion of private prison facilities the RESPONDENT operates under contract with DMS to all private prison facilities under contract with DMS.

In the event that either a judicial determination or a State legislative mandate explicitly subjects the Facility to ad valorem taxation or requires payment in lieu of taxes (PILOT), the amount of any such annual ad valorem tax or PILOT payment shall be deducted on a pro-rated monthly basis from RESPONDENT's monthly compensation.

6.19 FISCAL OPERATIONS

The RESPONDENT shall comply with all of the following requirements concerning fiscal operations, including but not limited to, the proper maintenance of accounting records and the periodic report of financial data in accordance with all auditing requirements as generally provided for in Section 6.19 I. through VI.

I. Maintenance and Operation of Funds: The RESPONDENT shall maintain its books and records in accordance with generally accepted accounting principles (GAAP) in reasonable detail to include, but not limited to, groups of accounts for Facility operations, health services, substance abuse, educational services, food services, security services, maintenance and administration.

II. Operation of Inmate Bank: The RESPONDENT shall maintain Inmate Bank funds separate and apart from other funds and shall abide by DC policy and procedure directives as regarding the same.

III. Operation of the Privately Operated Institutions Inmate Welfare Trust Fund (POIIWTF): The RESPONDENT shall maintain the Privately Operated Institutions Inmate Welfare Trust Fund (POIIWTF) accounts in accordance with all applicable standards and the DC rules and regulations. Funds in the POIIWTF may be appropriated annually by the Legislature for the benefit and welfare of inmates incarcerated in privately operated correctional facilities. By July 1 of each year, the RESPONDENT must submit a list of expenditures to be made from the trust fund for the next fiscal year to the BUREAU to be reviewed by the Privately Operated Institutions Inmate Welfare Trust Fund (POIIWTF) Committee. The POIIWTF Committee will make its recommendation to the Secretary of DMS to be considered by the Legislature in the allocation of funds. In accordance with 60AA-203.101, Florida Administrative Code, planned expenditures must cover expenses for unique and innovative programs, items or activities for the inmates at the Facility. Proposed additional expenditures from the POIIWTF for contractually required programs will not be authorized. Also, the RESPONDENT must compile a report that documents the actual receipts and expenditures from the POIIWTF for the previous fiscal year and the projected receipts and expenditures for the next fiscal year, beginning July 1 and ending June 30, and provide such to the BUREAU. This report is due by July 30 each year for the fiscal year following.

Expenditures for operational cost and fixed capital outlay made from the POIIWTF must meet the guidelines of Section 945.215, Florida Statutes, and applicable terms of the Contract. The RESPONDENT is responsible for contracting and overseeing the construction of fixed capital outlay projects authorized by the Legislature. All operations and fixed capital outlay projects and

expenditures must be approved by the BUREAU. Expenditures made from the POIIWTF may not include items included in the RESPONDENT's response to the ITN.

IV. Auditing of Trust Accounts: The RESPONDENT shall develop and update, as necessary, with the approval of the BUREAU, administrative procedures to ensure proper accounting and internal control of the receipts and expenditures of the funds from the Commissary Account and the POIIWTF. The RESPONDENT shall review such procedures yearly to ensure procedures remain current and timely. Documentation of this review and any recommendation for change shall be submitted to the On-Site Contract Monitor yearly. The RESPONDENT shall have an independent audit of the Commissary Account conducted on an annual basis and the entire result of the audit will be submitted to the BUREAU. The RESPONDENT will send to the BUREAU a monthly report of deposits and expenditures made to the POIIWTF. This report should include deposits and expenditures made to the Commissary Account. The yearly audit report is due by July 31 each year for the previous year.

V. Financial Reporting: Annual financial statement, prepared in accordance with GAAP and clearly distinguishing Inmate Bank and POIIWTF shall be filed not later than July 31st of each year.

The monthly financial statement shall consist of, at a minimum:

a) Inmate Bank Fund: Accounting of the Inmate Bank fund, including a spreadsheet showing all account actions for the relevant time period for each account and the balance if any at the time of submission of the statement. This report is due monthly by the 12th day of the month or the first business day thereafter;

b) POIIWTF: A statement of revenues, expenses and statement of budgeted and actual expenditures (detailed by object code). This report is due monthly by the 12th day of the month or the first business day thereafter.

VI. SEC Records: The RESPONDENT shall, within thirty (30) days of receipt, provide the BUREAU with copies of all annual reports on Form 10-K, quarterly reports on Form 10-Q and reports on Form 8-K required to be filed by the RESPONDENT with the Securities and Exchange Commission. Prior to the execution of the Contract, the RESPONDENT shall provide the BUREAU with its most recent Form 10-K and any Form 10-Q's or Form 8-K's filed.

6.20 FACILITY OPERATIONS GENERAL REQUIREMENTS

The RESPONDENT shall provide the operation and management services and shall operate, maintain, and manage the Facility in compliance with applicable federal and state constitutional requirements, laws, court orders, and DC standards, whether now in effect or hereafter effected or implemented, and in accordance with the operational plan, the terms and conditions contained in the Contract, and any documents referenced therein. The RESPONDENT shall be in compliance with all applicable ACA Standards and requirements for adult correctional institutions, and shall maintain ACA accreditation. The RESPONDENT must submit a written request for a specific exemption from ACA Standards to the BUREAU Chief, who may, at his/her sole discretion, grant or deny the request. In the case of a conflict between any of the standards or requirements listed above, the more demanding standard or requirement will control.

Pursuant to Chapter 957.04(1)(e), Florida Statutes, the RESPONDENT may propose a waiver of a particular DC rule, policy, or procedure that is inconsistent with the mission to establish and maintain cost-effectiveness at the Facility. Such proposals shall be submitted to the BUREAU Chief, who may, as his/her sole discretion, grant or deny such a waiver in writing to the RESPONDENT. All decisions by the BUREAU Chief under this Section are final and not subject to appeal or challenge by the RESPONDENT in any civil or administrative forum, nor subject to any mediation or arbitration proceedings.

I. Possession of the Facility: On the Services Commencement Date of the Contract issued pursuant to this ITN, the BUREAU shall grant the RESPONDENT exclusive use, possession and control of the land and property comprising the Facility and its grounds, subject to terms of this ITN and to the right of the BUREAU and other appropriate parties (including, but not limited to, OPPAGA, DC, CMA, DOH, OSHA, DCF, Legislative staff) to enter and/or inspect the Facility, programs, health services, food services and its grounds pursuant to Section 6.20(X). The design of the facility will be owned by the State of Florida. RESPONDENT shall provide final facility designs to DC and the BUREAU prior to the Service Commencement Date.

II. Possession of Leased Furnishings and Equipment: The RESPONDENT will maintain exclusive use and possession subject to the terms of this ITN, of leased furnishings and equipment. Items purchased with state funds are owned by the State of Florida and shall remain with the Facility in the event of termination or non-renewal of the Contract. All furnishings and equipment are State property, except for RESPONDENT Property as set forth in Section

6.20(V). RESPONDENT will provide a list of all property and the designated ownership upon Service Commencement Date.

III. Inventory: The RESPONDENT shall prepare and/or maintain an inventory of leased furnishings and equipment. Such inventory shall include the manufacturer, model number, serial number, monetary value (replacement cost) and assigned identification number. Leased furnishings and equipment shall remain part of the Facility and may not be removed from the Facility, without prior written approval from the On-Site Contract Monitor. The BUREAU shall be entitled to conduct an independent inventory of leased furnishings and equipment prior to or within at ant time after the Services Commencement Date, and shall be entitled to conduct an inventory of leased furnishings and equipment throughout the term of the Contract. RESPONDENT shall cooperate with the BUREAU in its conducting of all inventories of leased furnishings and equipment. Inventory will indicate whether item was purchased with state funds and items designated as Contractor Property. Report will be submitted quarterly to the On-Site Contract Monitor. State property will be designated with a sticker indicating it was purchased with state funds.

IV. State Property: The RESPONDENT, subject only to furnishings, fixtures, and equipment covered by Section 6.20(IX), shall replace inventory with like items having like functional ability, life expectancy and quality within sixty (60) days of the date of discovery of loss, theft, damage or inoperability beyond repair. Such replacement items shall be added to the inventory and shall become the property of the State. The On-Site Contract Monitor shall be notified quarterly, in writing, when an item of leased furnishings and equipment is replaced. Such notification must include all pertinent information (including a copy of the purchase receipt showing purchase cost, manufacturer, model number, serial number and assigned identification number) for the replaced item. Inoperable items replaced by RESPONDENT shall be disposed of by RESPONDENT with prior approval by the BUREAU and following the Department's Property Asset Management Policy for state property.

V. RESPONDENT Property: The RESPONDENT will provide such other furnishings, fixtures, and equipment as it deems necessary, which shall be clearly identified as RESPONDENT property and inventoried. Ownership of this property shall remain with the RESPONDENT and may be removed from the premises at any time by the RESPONDENT, provided that any damage to the Facility resulting from any removal pursuant to this section shall be repaired by the RESPONDENT at the RESPONDENT's expense. Any additional furnishings, fixtures, and equipment purchased by the RESPONDENT during the term of the Contract may be purchased by the BUREAU at the conclusion of the Contract at

the RESPONDENT'S cost, less depreciation. Documentation of costs shall be provided quarterly to the On-Site Contract Monitor.

VI. Sanitation & Hygiene: The RESPONDENT shall provide an environmentally clean, healthy, and safe Facility for both employees and inmates. In its plan, the Respondent will address the following issues:

- a) Sanitation and hygiene will be maintained at a minimum, at a level equivalent to the level maintained at DC's facilities. All floors, including concrete shall be waxed and buffed. All areas of the Facility shall be maintained free of cobwebs, dirt, or dust build-up, including ceiling and wall grills. The grounds will be free of all trash. All kitchen equipment and utensils shall be free of grease build-up.
- b) RESPONDENT shall inspect all areas of the Facility daily for cleanliness and such inspections shall be documented.
- c) Lighting, ventilation and heating equipment shall be functional at all times.
- d) No fire, safety or health hazards shall exist.
- e) All plumbing equipment, including toilets, sinks, and showers shall be operating properly at all times.
- f) All hazardous chemicals shall be inventoried, stored and maintained in accordance with OSHA's policy and procedures.
- g) Food service areas shall be clean and in compliance with applicable state health regulations.
- h) Copies of all inspection reports, including internal and reports from governing agencies, will be submitted to the On-Site Contract Monitor. Corrective action plans and a timeline for correction will be submitted within thirty (30) days to the On-Site Contract Monitor for any items found not to be in compliance.

VII. Utilities: The RESPONDENT shall furnish all utilities.

VIII. Maintenance: The RESPONDENT shall, maintain the physical structure of the Facility and all tangible personal property contained therein, including leased furnishings and equipment, in accordance with applicable ACA Standards and Section 6.20(IX), including all maintenance related to structural conditions or defects as well as ordinary routine maintenance adhering to the manufacturer's recommended preventative maintenance schedule. The RESPONDENT shall

maintain, preserve and keep the Facility and leased furnishings and equipment in good repair, working order and condition, subject to normal wear and tear. The RESPONDENT shall promptly make or cause to be made all necessary and proper repairs, including those identified by self-monitoring, reviews of governing agencies, and the BUREAU's inspections. All such replacements and renewals shall thereupon become part of the Facility. The RESPONDENT shall develop and implement a preventive and routine maintenance plan and will keep maintenance records. Copies of inspection reports, maintenance records and maintenance plans will be provided to the On-Site Contract Monitor by the 15th of each month. During the term of the Contract, the BUREAU shall have no responsibility, financial or otherwise, with respect to maintenance of the Facility other than that explicitly provided under Section 6.20(X). Maintenance of the Facility shall be the sole responsibility of the RESPONDENT. The maintenance plan shall include the following:

- a) Plant equipment;
- b) Structural maintenance; and
- c) Vehicle preventive maintenance programs

IX. Major Maintenance and Repair Reserve Fund: The RESPONDENT shall make and be responsible for all routine and necessary repairs of the Facility, and shall be responsible for the repair and replacement of all Facility furnishings, fixtures, and equipment so long as the cost associated with any such maintenance, replacement or repair is \$5,000 or less, per item, per occurrence.

RESPONDENT will follow the BUREAU's Major Maintenance and Repair Fund policy for all requests for reimbursement

On the first day of each month, the BUREAU will deduct 1/12 of the Facility's invoice billing and transfer said amount to the Operating Trust Fund.

X. Access to the Facility: The On-Site Contract Monitor, the BUREAU Chief, all DC representatives, or other designated representatives from DMS or the BUREAU shall have full and immediate access at all times, with or without notice, to inmates and staff and to all areas of the Facility. Other BUREAU employees and State officials on official business (including, but not limited to, the Governor's Office of Program, Policy and Government Accountability, Department of Health, Correctional Medical Authority, etc.), shall have full access to inmates, staff, and all areas of the Facility at all times, with or without notice. Representatives will not be unnecessarily detained at the front gate. RESPONDANT shall not detain any designated representative(s) for any period

of time in excess of the time necessary for parties to comply with existing security processes.

XI. Expansion/Renovations: Subject to the prior written approval of the BUREAU, the RESPONDENT shall have the authority to remodel the Facility or make substitutions, alterations, additions, modifications and improvements to the Facility from time-to-time. For any work under this Section, the RESPONDENT must use, and must document the use of, materials of equal or greater quality. Such documentation shall be provided to the On-Site Contract Monitor upon request. All costs associated with remodeling, substitutions, alterations, additions, modifications and improvements shall be paid by the RESPONDENT, and the same shall become part of the Facility. Minor alternations may be done at the RESPONDENT's expense, without prior approval from the BUREAU. All alterations shall be documented on the Facility's inventory.

XII. Material Damage or Loss: Promptly after the occurrence of any damage to or loss of the Facility that materially affects the continued operation of the Facility, the RESPONDENT shall notify the BUREAU of such loss or damage. The BUREAU and RESPONDENT shall jointly assess the nature and extent of such damage or loss and, as soon as practicable thereafter, determine whether it is practicable and desirable to rebuild, repair or restore such damage or loss. If the BUREAU and RESPONDENT determine that such rebuilding, repairing or restoring is practicable and desirable, the RESPONDENT shall proceed with such rebuilding, repairing or restoring. Upon the completion thereof, such rebuilding, repairing or restoring shall thereupon become part of the Facility. In such case, any insurance proceeds received in respect to such damage or loss shall be used for payment of, or reimbursement for, the costs of such rebuilding, repairing or restoring. Insurance records, including proceeds and deductibles, shall be provided to the On-Site Contract Monitor upon request. In the event such insurance proceeds are not sufficient to pay in full the costs of such rebuilding, repairing or restoring, the RESPONDENT is responsible for any and all amounts due in excess of insurance proceeds received. If the BUREAU and the RESPONDENT determine, in writing, that repairing, rebuilding or restoring is not feasible or practical, and further agree in writing not to rebuild, repair or restore the Facility, then the Contract shall automatically terminate thirty (30) days after the date such written agreement.

XIII. Vehicles: The RESPONDENT shall purchase and provide all vehicles required for the operation and maintenance of the Facility. The RESPONDENT shall have all vehicles properly insured for comprehensive, collision, property, medical, personal injury, theft and replacement damages. All maintenance plans

and records, preventative maintenance, repair records, etc. shall be provide to the On-Site Contract Monitor monthly.

XIV. AMERICAN CORRECTIONAL ASSOCIATION ACCREDITATION: The RESPONDENT shall maintain ACA accreditation for the Facility pursuant to and in accordance with the terms of Section 957.04(1)(c), Florida Statutes. The RESPONDENT shall maintain ACA accreditation for the duration of the Contract term. The RESPONDENT must provide a detailed plan addressing the RESPONDENT's maintaining ACA accreditation through the term of the Contract. The RESPONDENT shall provide the On-Site Contract Monitor copies of the detailed plan, all mock audit results, and any changes to plan. Any changes to the plan shall be approved by the Contract Manager in writing. The RESPONDENT's failure to comply with this section will be considered a violation of the terms of the resulting Contract, subjecting the RESPONDENT to the assessment of liquidated damages and/or termination of the Contract by the BUREAU at the BUREAU's discretion pursuant to Article 10 of the Contract.

6.21 SECURITY

Much of DC's security related information is considered exempt under the Public Records law due to its sensitive nature and potential for abuse. DMS is not the owner of these documents and cannot publish them in any form. We would like to encourage the respondents to develop their own responses to this ITN for review by the evaluation committee. Respondents will be permitted to submit revised plans prior to contract execution as necessary to accommodate changes required by the DMS or DC. All required plans will be reviewed annually and updated as needed. Documentation of review will be provided annually to the On-Site Contract Monitor. Changes to plan require written permission by the BUREAU Chief. The Department reserves the right to require changes to plans submitted in response to this ITN during negotiations and/or prior to the Service Commencement Date.

I. Security Services: The RESPONDENT shall provide security services designed for preventing escapes, maintaining order, providing care, custody, control, and managing the inmate population. A successful security program depends heavily on staff training, effective administration, and the establishment of inmate programs. The organization, staffing, and administration of the security program are vital to the Facility. The direction provided by a well organized and clearly articulated operations manual, and emergency planning provides a solid base for successful administration. RESPONDENT shall provide proposed security services in the proposal. This plan will be reviewed annually and updated as needed. Documentation of review will be provided annually to the

On-Site Contract Monitor. Changes to plan require written permission by the BUREAU Chief. The Department reserves the right to require changes to plans submitted in response to this ITN during negotiations and/or prior to the Service Commencement Date.

II. Security Operations: The RESPONDENT shall provide all Security Operations in accordance with ACA Standards, and the DC's security procedures only to such extent as it is not in direct conflict with ACA Standards. RESPONDENT shall provide a proposed Security Operations plan in the proposal. This plan will be reviewed annually and updated as needed. Documentation of review will be provided annually to the On-Site Contract Monitor. Changes to plan require written permission by the BUREAU Chief. The Department reserves the right to require changes to plans submitted in response to this ITN during negotiations and/or prior to the Service Commencement Date.

III. Pursuant to the DC's security procedures, the RESPONDENT will be required to issue a body alarm to each employee, approved citizen volunteer, DMS staff member, DC staff member, and private contract staff to be worn or otherwise carried on their person in a manner where it is easily accessible for emergency activation while inside the secure perimeter. The system should consist primarily of a transmitter (worn by the individual), receivers (located in various buildings/areas) and an annunciator/alarm unit (located in the facility control area). The system should be "self reporting/monitoring" in that if a transmitter battery fails or a receiver is compromised, the system should notify control of the specific problem.

IV. Emergency Plans: The RESPONDENT shall create and establish detailed emergency plans that are in accordance with ACA Standards and the DC's Emergency Plans which address the items enumerated below. Plans will be provided to On-Site Contract Monitor, approved by the BUREAU Chief and updated annually with documentation of the review provide to the On-Site Contract Monitor. Changes to plan require written permission by the BUREAU Chief. The Department reserves the right to require changes to plans submitted in response to this ITN during negotiations and/or prior to the Service Commencement Date. RESPONDENT shall provide a proposed emergency plans in the proposal that address the following:

- a) Assault From Outside or Terrorist Activities
- b) Bomb Threat
- c) Escape
- d) Evacuation
- e) Fire

- f) Hostage
- g) Riot or Disorder
- h) Hazardous Material
- i) Medical Emergencies or Epidemics
- j) Employee Strike Plan
- k) Natural Disaster
- l) Coordination with Local Agencies and the DC for Emergency Assistance

V. Emergency Squads: The RESPONDENT shall conform to the DC's standards regarding the organization of its emergency squad(s), how they will be deployed, and what their individual responsibilities will be, the line of authority concerning emergency squads and the type of training they will receive. RESPONDENT shall provide a proposed emergency squad plan. This plan will be reviewed annually and updated as needed. Documentation of review will be provided annually to the On-Site Contract Monitor. Changes to plan require written permission by the BUREAU Chief. The Department reserves the right to require changes to plans submitted in response to this ITN during negotiations and/or prior to the Service Commencement Date.

VI. Security Staff Utilization: The RESPONDENT shall develop and implement policy and procedures for Security staff utilization that includes, but is not limited to the following:

- a) A table of organization for the security staff for the maximum inmate population for the Facility and the position qualifications, job descriptions, pay levels, number of persons per post, distribution by shift, and security staff-to-inmate ratio in each housing unit and by shift.
- b) A detailed Security Post Chart outlining how key functions and duties will be staffed. For example, escape - canine supervisor; weapon systems - arsenal officer; and exercise - confinement/Hospital coverage, Transfer/Transport/Escort - Medical Escort Officer or Utility Officer.
- c) A policy covering how Medical Escort and Transfer for out-patient and in-patient will be handled; how coverage will be provided for inmates who are in-patients at hospitals; and how the responsibility of transporting or transferring inmates to other facilities will be handled. These assignments are to be reflected and identified on the Security Post Chart consistent with the DC's rules, policy and procedures.

- d) A recap of the Security Post Chart by total number of staff, to include rank, number of days each post is covered and corresponding relief.
- e) A detailed explanation and written example of how the relief factor for posts are calculated and arrived at to generate the total number of security positions.
- f) A detailed explanation of the use of any part-time staff positions and their deployment shall be detailed on the Security Post Chart. The use of part-time correctional officers shall be limited to a maximum of 20 hours per officer per week, for a total not to exceed 900 hours per week for the Facility. The use of part-time staff in management positions is forbidden. Full-time correctional officers shall each be limited to no more than 24 hours of overtime in any two-week period. The BUREAU reserves the right to authorize exceptions to this section. g) Post Orders detailing and indicating the key duties and responsibilities for each security post/function identified on the proposed Security Post Chart.

VII. Use of Force: RESPONDENT shall develop and implement a Use of Force policy in compliance with DC Policy, Florida Statutes and Administrative Codes, and accepted industry practice.

6.23 INMATE MANAGEMENT

I. Classification and Assignment of Inmates: The RESPONDENT shall provide a classification program that is in accordance with all applicable standards and the DC's rules and regulations. The RESPONDENT shall provide suitable office space at the Facility for one (1) or more DC classification officers as may be determined by the DC to conduct classification services. The RESPONDENT's classification staff may not make any change in an inmate's custody level, but may recommend custody level changes to the DC for approval.

II. Assignment of Inmates: Inmates will be assigned to the Facility by the DC at a rate not to exceed capacity of the Facility in accordance with the following:

- a) Adult male, medium/close custody security level; the inmates transferred by the DC shall represent a cross section of the adult male, medium/close custody inmate population, and be mentally, physically, and medically capable of participating in the programs; prior completion of the initial classification process at a DC facility; accompanied by all initial classification and subsequent reviews and other necessary documentation; accompanied with a complete medical record, including

chest X-ray; and accompanied by documentation of the amount contained in the inmate's Commissary account with the funds to be forwarded by the DC to the Facility within ten (10) days of receipt of the inmate, in compliance with Chapter 33, Florida Administrative Code.

b) If an inmate does not meet the qualifications or classification level necessary for assignment to the Facility and the RESPONDENT is aware of this before acceptance, the RESPONDENT may refuse to accept an inmate. If an inmate is later found not to meet the qualifications or classification level necessary for classification to the Facility, the RESPONDENT may request the transfer of unqualified or improperly classified inmates to a DC facility pursuant to Section 6.23 (IV) and (VI).

III. Orientation of Inmates: RESPONDENT shall conduct an orientation program for newly assigned inmates with the program meeting minimum standards as outlined in Chapter 33-601.100, Florida Administrative Code. RESPONDENT will provide a copy of the proposed orientation materials and associated form inmate is required to sign documenting facility orientation. Respondents will be permitted to submit revised plans prior to contract execution as necessary to accommodate changes required by the DMS or DC. All required plans will be reviewed annually and updated as needed. Documentation of review will be provided annually to the On-Site Contract Monitor. Changes to plan require written permission by the BUREAU Chief. The Department reserves the right to require changes to plans submitted in response to this ITN during negotiations and/or prior to the Service Commencement Date.

IV. Transfer of Inmates: Certain circumstances may require an inmate's transfer out of the Facility. These circumstances include custody changes resulting from disciplinary infractions or other behavior in the Facility; medical and psychiatric transfers, as initiated by medical staff at the Facility; disciplinary transfers in accordance with the RESPONDENT's disciplinary procedures; emergency transfers that involve extreme circumstances not normally found at the Facility; administrative transfers used in witness protection cases; or to adjust operational capacities. The RESPONDENT may be required to transport non-routine transfers such as emergency medical, emergency mental health, court orders, protective management, etc. Non-routine transports will be determined by the DC by the nature of the request or its urgency. In the event that a dispute exists between the RESPONDENT and the DC relating to non-routine transports and an agreement cannot be reached on a transport request, the BUREAU will have the final decision.

The RESPONDENT may request, in writing, that an inmate be transferred from the Facility. The BUREAU, the RESPONDENT, and the DC shall comply with the terms of a Cooperative Transfer Agreement when transferring inmates between a correctional facility operated by the DC and a private correctional facility. In the event that an agreement cannot be reached on a transfer request, the BUREAU will have the final decision on which inmates may be transferred from the Facility. Any decision by the BUREAU Chief is final and not subject to appeal or challenge by the RESPONDENT in any civil or administrative forum, nor subject to any mediation or arbitration proceedings. The Cooperative Transfer Agreement will be executed prior to May 1, 2010 or the operation of the facility.

V. Release of Inmates: The RESPONDENT will release inmates in compliance with the DC's policy pertaining to release and the requirements of Rules 33-601.501-503, Florida Administrative Code, which establishes the procedure to be followed in providing a discharge gratuity and travel to eligible inmates upon their release. The RESPONDENT shall follow procedures which are substantially identical to those in Rules 33-601.501-503, F.A.C., and make payment from its fund to eligible inmates. The DMS, and/or the DC shall not reimburse the RESPONDENT for discharge gratuity payments made. The funds for this should be incorporated into the per diem rate. A monthly report to include the inmates released and corresponding receipts for the discharge gratuity payments shall be submitted to the On-Site Contract Monitor.

VI. Transportation of Inmates: The RESPONDENT shall not be responsible for inmate transportation from the DC to the Facility or from the Facility to the inmate's destination upon transfer except as provided for in Section 6.23(IV). The RESPONDENT will be responsible for transporting inmates to the hospital or outside medical appointments, and will be responsible for discharge transportation in compliance with Rules 33-601.503 F.A.C., "Discharge Transportation".

VII. Inmate Discipline: The RESPONDENT will provide a policy outlining the system of inmate rules and disciplinary procedures in compliance with the ACA Standards and penalties consistent with those imposed by the DC. Disciplinary hearings will be conducted by the RESPONDENT's staff who will make recommendations to the DC classification staff. The DC's classification staff shall either accept those recommendations or prepare a written statement in which good cause for a rejection of those recommendations are established. In the event that a recommendation is rejected by the DC's classification staff, the RESPONDENT shall have a right of administrative appeal to the Regional Director of Institutions for the region in which the Facility is located. The decision of the Regional Director of Institutions, in the event of any such administrative

appeal, shall be final and not subject to appeal or challenge by the RESPONDENT in any civil or other administrative forum, not subject to any mediation or arbitration proceeding. Respondents will be permitted to submit revised policies prior to contract execution as necessary to accommodate changes required by the DMS or DC. All required policies will be reviewed annually and updated as needed. Documentation of review will be provided annually to the On-Site Contract Monitor. Changes to policy require written permission by the BUREAU Chief. The Department reserves the right to require changes to the policy submitted in response to this ITN during negotiations and/or prior to the Service Commencement Date.

VIII. Inmate Visitation: The RESPONDENT shall provide all space, furniture, equipment, and supervision necessary to implement a visitation program in compliance with the ACA Standards. Both contact and non-contact visitation will be provided as determined by an inmate's custody level and disciplinary status. RESPONDENTS shall provide a visitation/visitor approval policy in response to this ITN for review by the evaluation committee. Respondents will be permitted to submit revised policies prior to contract execution as necessary to accommodate changes required by the DMS or DC. All policies will be reviewed annually and updated as needed. Documentation of review will be provided annually to the On-Site Contract Monitor. Changes to policy require written permission by the BUREAU Chief. The Department reserves the right to require changes to policies submitted in response to this ITN during negotiations and/or prior to the Service Commencement Date.

IX. Drug Testing: The RESPONDENT shall conduct a random drug testing program consistent with the DC's requirements. DC will provide a monthly list of inmates to be drug tested. The list is randomly generated. The proposal must include a drug testing policy. Monthly reports must be submitted to the BUREAU regarding the testing results. Respondents will be permitted to submit revised policies prior to contract execution as necessary to accommodate changes required by the DMS or DC. All policies will be reviewed annually and updated as needed. Documentation of review will be provided annually to the On-Site Contract Monitor. Changes to policy require written permission by the BUREAU Chief. The Department reserves the right to require changes to policies submitted in response to this ITN during negotiations and/or prior to the Service Commencement Date.

X. Inmate Mail and Telephone:

a) The RESPONDENT shall provide for mail and telephone services in compliance with the ACA Standards. As required by Section 945.215,

Florida Statutes, net receipts from telephone commissions shall be sent to the DC and deposited monthly in the Privately Operated Institutions Inmate Welfare Trust Fund (POIIWTF), using the procedure outlined in Section 6.19(III). Expenditures from the POIIWTF must meet the guidelines of Section 945.215, Florida Statutes, and may not include items that are part of the Contract. The telephone service provider for the Facility shall be responsible for the repair and maintenance of any equipment it installs. However, the RESPONDENT shall take all reasonable precautions to prevent damage to the equipment. The RESPONDENT will provide computer hardware for administration of the inmate telephone system. The telephone system must allow remote access to monitor inmate's telephone calls. The RESPONDENT shall comply with all state, federal and local laws, including the DC's rules, policies and procedures regarding inmate access to telephones found in Chapter 33, Florida Administrative Code.

b) The RESPONDENT shall develop and update, yearly, with the approval of the BUREAU, administrative procedures to verify that: contracted telephone companies accurately record and report all telephone calls made by inmates incarcerated in the Facility; persons who accept collect calls from inmates are charged the contracted rate; and the funds are deposited into the telephone revenue account and transmitted monthly into the POIIWTF.

XI. Inmate Personal Property: The RESPONDENT shall develop and implement policy and procedures for handling and disposing of inmate property. Such procedures shall be in compliance with DC rules, regulations and other applicable standards provided in Chapter 33, Florida Administrative Code, and the United States Constitution. The proposal must include a proposed policy. Monthly reports must be submitted to the BUREAU regarding the property disposed of in compliance with policy. Respondents will be permitted to submit revised policies prior to contract execution as necessary to accommodate changes required by the DMS or DC. All policies will be reviewed annually and updated as needed. Documentation of review will be provided annually to the On-Site Contract Monitor. Changes to policy require written permission by the BUREAU Chief. The Department reserves the right to require changes to policies submitted in response to this ITN during negotiations and/or prior to the Service Commencement Date.

XII. Inmate Grievance Procedure: The RESPONDENT will develop and implement an inmate grievance system that meets or exceeds the requirements of federal guidelines established under 42 U.S.C. Section 1997e (2005). The

proposal submitted in response to this ITN must include a proposed policy. Monthly reports must be submitted to the BUREAU regarding inmate grievances. Respondents will be permitted to submit revised policies prior to contract execution as necessary to accommodate changes required by the DMS or DC. All policies will be reviewed annually and updated as needed. Documentation of review will be provided annually to the On-Site Contract Monitor. Changes to policy require written permission by the BUREAU Chief. The Department reserves the right to require changes to policies submitted in response to this ITN during negotiations and/or prior to the Service Commencement Date.

XIII. Sentence Computation: The RESPONDENT will provide the DC with data and information relating to sentence computation. The decision with respect to sentence computation rests exclusively with the DC. XIV. Gain Time, Change of Custody or Furloughs: The RESPONDENT will provide specific information and recommendations to the DC regarding the award or forfeiture of gain time, change of custody or granting furloughs. Decisions rest exclusively with the DC. In the event that a recommendation is rejected by the DC, the RESPONDENT shall notify the DC's Office of Institutions in Central Office in Tallahassee, Florida.

6.23 SERVICE REQUIREMENT DEADLINES

I. Construction Completion Date: The Design and Construction Services must be fully delivered by the Construction Completion Date of April 30, 2010.

II. Service Commencement Date: The Department anticipates that operation and management services will commence May 1, 2010 with a sufficient number of inmates to be transferred from the custody of the Department of Corrections to the Respondent in accordance with a fully executed documentation sufficient for the DC to facilitate such transfer. Any delays caused by the Respondent to the Service Commencement Date may result in liquidated damages.

6.24 FOOD SERVICES

The RESPONDENT will provide a food service program in compliance with Section 957.04(1)(f), Florida Statutes, and the ACA Standards. The RESPONDENT is responsible for providing a variety of services including diet equivalent to those provided by the DC in comparable facilities.

The RESPONDENT shall provide all food, staffing and supervision of preparation for the total delivery of food service at the Facility. The RESPONDENT shall provide a full service kitchen with separate dining rooms for inmates and staff.

I. Master Menu:

a) The DC has developed, and has in place, a four-week cycle Master Menu that shall be followed by the RESPONDENT to ensure inmates housed in the Facility receive the same caloric and dietary requirements. The RESPONDENT shall serve two (2) hot meals per day in accordance with ACA Standards, with the exception of sack lunches or other special diets, as directed by medical staff, or the Warden in the case of an emergency. Please see Attachment C for the Master Menu.

b) The RESPONDENT shall make provisions for providing sack lunches for inmate work crews in compliance with the applicable DC standards.

II. Delivery of Food:

a) General Population: The delivery of food for the general population inmates is normally provided in cafeteria style in the Facility's inmate dining room. Alternate methods may be proposed by the RESPONDENT subject to written approval by the BUREAU. This will include blind feeding where the inmate serving the food is not able to see the inmate receiving the tray.

b) Staff/Employees/Official Visitors: The RESPONDENT shall provide separate dining room facilities for staff and employees and official visitors; however, the same food prepared for inmates shall be served to staff, employees, and official visitors. This requirement does not apply to inmate visitation participants.

c) Confinement/Infirmary: Inmates who are housed in confinement or infirmaries shall be fed in the confinement units or infirmary, whichever is appropriate.

d) Medical Diets: The RESPONDENT shall prepare all medical diets in accordance with the recipes and menus in the DC's Modified Diets Component of the Master Menu and account for the number of inmates receiving such diet. RESPONDENT shall provide the On-Site Contract Monitor with an monthly report of all inmates at the facility receiving a medical diet. Additional documentation may be required upon review of monthly report.

III. Religious Diets/Alternate Entrée: The Facility's Chaplain has the authority under the Florida Administrative Code to approve and facilitate religious diets. Except in rare circumstances, requirements for religious diets are met by the Master Menu through the alternate entree program. A non-meat protein source is

designated on each daily menu as an alternate to the main entree. Any inmate may choose between either the main entree or the designated alternate. RESPONDENT shall provide the On-Site Contract Monitor with an updated list monthly of all inmates at the facility receiving a religious diet. Additional documentation may be required upon review of monthly report.

IV. Records must be maintained indicating daily menus and number of meals served. Substitutions to the pre-approved menus must be clearly documented and the RESPONDENT must ensure that substitutions made are of equivalent nutritional and caloric value to the original item. These records may be reviewed by the On-Site Contract Monitor at his/her discretion.

V. The RESPONDENT shall develop a written policy and procedure for delivery of food in case of an emergency (examples: non-delivery of food, riots, natural disasters, man-made disasters, strikes, equipment failure). The proposal submitted in response to this ITN must include a proposed policy. Respondents will be permitted to submit revised policies prior to contract execution as necessary to accommodate changes required by the DMS or DC. All policies will be reviewed annually and updated as needed. Documentation of review will be provided annually to the On-Site Contract Monitor. Changes to policy require written permission by the BUREAU Chief. The Department reserves the right to require changes to policies submitted in response to this ITN during negotiations and/or prior to the Service Commencement Date.

VI. The RESPONDENT shall develop and implement a written plan for sanitation and rodent control which includes all kitchen/dining space, appliances, supplies and equipment. The proposal submitted in response to this ITN must include a proposed policy. Respondents will be permitted to submit revised policies prior to contract execution as necessary to accommodate changes required by the DMS or DC. All policies will be reviewed annually and updated as needed. Documentation of review will be provided annually to the On-Site Contract Monitor. Changes to policy require written permission by the BUREAU Chief. The Department reserves the right to require changes to policies submitted in response to this ITN during negotiations and/or prior to the Service Commencement Date.

VII. The RESPONDENT shall develop a preventive maintenance schedule for the food service equipment, as applicable. All tools, knives and utensils must be locked in a controlled environment, inventoried, and signed in and out in accordance with the DC's policy. The proposal submitted in response to this ITN must include a proposed policy. Respondents will be permitted to submit revised policies prior to contract execution as necessary to accommodate changes

required by the DMS or DC. All policies will be reviewed annually and updated as needed. Documentation of review will be provided annually to the On-Site Contract Monitor. Changes to policy require written permission by the BUREAU Chief. The Department reserves the right to require changes to policies submitted in response to this ITN during negotiations and/or prior to the Service Commencement Date.

VIII. All foods and/or condiments of a high security risk shall be locked in a controlled environment in accordance with the DC's policy. The proposal submitted in response to this ITN must include a proposed policy. Respondents will be permitted to submit revised policies prior to contract execution as necessary to accommodate changes required by the DMS or DC. All policies will be reviewed annually and updated as needed. Documentation of review will be provided annually to the On-Site Contract Monitor. Changes to policy require written permission by the BUREAU Chief. The Department reserves the right to require changes to policies submitted in response to this ITN during negotiations and/or prior to the Service Commencement Date.

6.25 INMATE COMMISSARY AND VENDING SERVICES

I. Inmates shall have access to a commissary for purchase of goods. The RESPONDENT will provide an inmate commissary and may provide for the placement in the Facility of one or more vending machines for use by the inmate's visitors and/or staff. Items for resale must be priced comparably with like items for retail sale at fair market prices. Receipts for these items must be provided upon request. DMS encourages RESPONDENT to utilize economies of scale where possible and permissible.

II. As required by Section 945.215, Florida Statutes, the net proceeds derived from operating inmate canteens, vending machines used primarily by inmates, receipts from telephone commissions, interest earned on the account, and similar sources shall be sent to the DC and deposited monthly in the Privately Operated Institutions Inmate Welfare Trust Fund (POIIWTF). RESPONDENT shall provide a monthly statement to the On-Site Contract Monitor to include all deposits and withdrawals.

III. Funds necessary to purchase items for resale in the commissary and inmate vending machines shall be deposited into a local bank account established by the RESPONDENT and approved by the BUREAU, hereinafter called the "Commissary Account". The RESPONDENT shall make expenditures from the Commissary Account, to purchase items for resale in the commissary and for other items as contemplated in Section 945.215, Florida Statutes.

RESPONDENT shall provide a monthly statement to the On-Site Contract Monitor to include all deposits and withdrawals.

6.26 HEALTH CARE SERVICES (GENERAL REQUIREMENTS)

The RESPONDENT shall provide a proposal to provide comprehensive and medically necessary medical, dental and mental healthcare services with related pharmacy services (including provision of pharmaceuticals) on a capitation basis to inmates in the Facility that meet or exceed the minimum requirements outlined in this ITN and the resulting Contract. This includes all healthcare treatment and related program support services. No deviations from the minimum service requirements shall be permitted without the prior written approval of the Bureau Chief. The RESPONDENT and the Department shall each act in good faith in the performance of all their respective contract duties and responsibilities. Access to and provision of all services outlined herein will be in accordance with minimum constitutionally adequate levels of healthcare regardless of place of assignment or disciplinary status.

The RESPONDENT is required to provide comprehensive healthcare service coverage twenty four (24) hours a day seven (7) days a week at the Facility. The RESPONDENT is responsible for the provision of and costs for medical linens, infirmary mattresses (including SOS mattresses) and other infirmary and emergency room supplies, and both urgent and emergency medical transportation. (Note: Medical linens typically include sheets, pillow cases, cotton blankets, draw sheets, cloth bed pads, patient pajamas and/or gowns, turning pads, towels and wash cloths. Infirmary mattresses and pillows typically have vinyl or plastic covers, and SOS mattresses are normally made from heavy duty plastic or vinyl which is seamless and resistant to being torn into strips. These differ from the inmate housing unit mattresses and pillows.)

The RESPONDENT shall utilize only hospitals approved by the DC and the Department with a secure prison ward to minimize security costs unless other arrangements to contain such costs are made and approval is obtained in writing from the Contract Manager. If the RESPONDENT identifies additional hospitals in the geographical area that could be used in a similar manner, it may contract for those hospital's services, however, any security arrangements shall be subject to prior the Department or DC approval. Emergency medical healthcare services shall be obtained from the hospital nearest the correctional facility, as required by law.

The RESPONDENT will provide medical, dental and mental health services in compliance with the ACA Standards that include the following:

- I. Dental/Substance Abuse/Physical/Mental Health Services: The RESPONDENT shall provide all healthcare treatment and services in accordance with all applicable federal and state laws, rules and regulations, Department of Corrections' rules, procedures, and Health Services' Bulletins/Technical Instructions (HSB's /TI's) applicable to the delivery of healthcare services in a correctional setting. In addition, the RESPONDENT shall meet all state and federal constitutional requirements, court orders, and applicable ACA Standards for Correctional healthcare (whether mandatory or non-mandatory). All such laws, rules and regulations, current and/or as revised, are incorporated herein by reference and made a part of this Contract. The RESPONDENT, the DC, and the Department shall work cooperatively to ensure service delivery in complete compliance with all such requirements. The RESPONDENT shall stand in the place of the DC for purposes of the referenced statutes. Accordingly, pursuant to Section 945.6031(2), Florida Statutes, the Facility shall be subject to comprehensive surveys by State of Florida Correctional Medical Authority (CMA) of the dental, physical, and mental health care systems at least triennially (at least once every three years). The RESPONDENT shall designate a Chief Health Officer (CHO) for the Facility who shall submit reports to the DC (and Director of Health Services, as required) for all clinical matters. Any and all contracts for the provision of dental, physical, and/or mental health services to an inmate shall be reviewed by the CMA, prior to the operation of said contracts. After review, CMA recommendations will be presented to the BUREAU Chief and the DC. The CMA review shall not imply, or permit the inference of, any approval authority by the CMA, over the contracts prior to operation. Approval authority for any and all contracts rests solely with the BUREAU.

Each inmate will receive a periodic health assessment as required by Office of Health Services' Technical Instructions (TI's). Each inmate shall receive a health appraisal prior to being placed in confinement. Sick call shall be performed daily Monday through Friday and for emergencies on Saturdays, Sundays and Holidays. Inmates must be able to sign-up for sick call seven (7) days a week and the sick call sign-up form shall be triaged daily by healthcare staff. Inmates experiencing health care emergencies may request and shall receive emergency care at any time, if indicated, twenty-four (24) hours a day seven (7) days a week.

- II. Limitations on inpatient hospitalization costs: The RESPONDENT shall submit a proposed limit in response to this ITN in order to develop an

accurate per diem rate for evaluation purposes. This limit will be discussed and agreed upon during negotiations. If, in the opinion of the on-site CHO, the inmate cannot be properly treated at the Facility, he/she shall refer the inmate to a medical facility that can provide the necessary treatment. A list of medical facilities to which inmates can be referred for off-site care will be agreed on separately by the DMS, the DC and the RESPONDENT prior to Service Commencement Date. To assist the RESPONDENT in minimizing security costs, the RESPONDENT may utilize the services available at the Department's Reception and Medical Center (RMC) Hospital at Lake Butler in all appropriate cases contingent upon space availability. The RESPONDENT shall comply with the procedures for accessing and utilizing these services as outlined in HSB 401.005. This issue may be addressed during negotiations.

In the event that the DC and the RESPONDENT cannot mutually agree on a list of medical facilities that can provide the necessary treatment, the BUREAU will make the final decision. Any decision by the BUREAU Chief is final and not subject to appeal or challenge by the RESPONDENT in any civil or administrative forum, nor subject to any mediation or arbitration proceedings. The RESPONDENT shall not be responsible for inpatient hospitalization costs, including any surgery and specialty services, in amounts greater than those agreed upon during negotiations per inmate per admission, or for costs incurred after the limit of the number of hospitalization days agreed upon during negotiations. If inpatient hospitalization costs exceed the established limit, or if hospitalization days exceed the limit established during negotiations, as described above, such costs shall be paid by the DC, or, as necessary, such costs shall be reimbursed to the RESPONDENT by the DC. If an inmate is considered by the on-site CHO to be medically, physically, or mentally incapable of participating in inmate programmatic activities (which have been specifically designed to reduce recidivism) for greater than two (2) weeks, the RESPONDENT may request in writing for the DC to transfer the inmate or, alternatively, provide in writing to the BUREAU valid reasons for the failure to do so. If the RESPONDENT's request asserts that the inmate is not medically, physically, or mentally capable of participating in inmate programmatic activities, specific information and/or documentation must be provided that indicates which program activities the inmate is incapable to participate in and an explanation of the cause.

The RESPONDENT shall be responsible for providing security for any inmate admitted to a hospital during the initial period of inpatient

hospitalization for which the RESPONDENT is responsible. Should the necessity of security provided by the RESPONDENT continue beyond the initial period, such security shall be provided by the RESPONDENT. However, the RESPONDENT may be reimbursed the hourly wage, including benefits, for every hour each officer is required to provide such supplemental security. The supplemental security should be provided in accordance with the DC's procedures. Any such inmate will be included in the RESPONDENT's Midnight Strength Report for any midnight during which the RESPONDENT is furnishing security for such inmate. The RESPONDENT shall notify the BUREAU and the DC as soon as possible (within two (2) hours) any time an inmate is admitted to a hospital.

Documentation of licensure and accreditation for all hospitals, clinics and other related health service providers to be utilized by the RESPONDENT (with the exception of the RMC Hospital) shall be made available to the On-Site Contract Monitor upon request. All hospitals utilized by the RESPONDENT for the care of inmates shall be fully licensed and preferably accredited by the Joint Commission on Accreditation of Healthcare Organizations (JCAHCO). All hospitals utilized by the RESPONDENT require prior written approval by the Department's Contract Manager.

The RESPONDENT shall ensure that all RESPONDENT's or subcontracted staff providing services under this Contract complies with prevailing ethical and professional standards, and the rules, procedures and regulations mentioned above. Should any of the above laws, standards, rules or regulations, DC procedures, HSB's/TI's or directives change during the course of this Contract term, the updated version will take precedence. The Department shall provide the RESPONDENT with a copy of all DC rules, regulations, department procedures, HSB's/TI's and directives. The RESPONDENT shall comply with all applicable continuing requirements as determined by the DC's Director of Health Services-Administration for reports to and from the DC and the Department, Correctional Medical Authority and the On-Site Contract Monitor. To the extent required as a business associate of the Department, the RESPONDENT shall comply with the Health Insurance Portability and Accountability Act of 1996 (42 U. S. C. §1320d-8), and all applicable regulations promulgated hereunder.

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

to maintain accreditation will result in the assessment of liquidated damages. The RESPONDENT shall ensure that all subcontractor agreements are approved by the Department's Contract Manager and contain provisions requiring the subcontractors to comply with all applicable terms and conditions of this Contract, including fingerprint and background screening. The RESPONDENT agrees to modify its service delivery, including addition or expansion of comprehensive healthcare services in order to meet or comply with changes required by operation of law or due to changes in practice standards such as ACA standards, regulations, or as a result of any legal settlement agreement involving delivery of healthcare to inmates or related consent order or change in the DC or the Department's mission. The RESPONDENT shall ensure access to comprehensive healthcare services as required within the Scope of Service twenty-four (24) hours per day, seven (7) days a week, and three hundred sixty-five (365) days a year.

The Department shall not provide any administrative functions or office support for the RESPONDENT (e.g., clerical assistance, office supplies, copiers, fax machines and preparation of documents). The RESPONDENT shall provide, maintain and utilize appropriate health space, fixtures and other items for the RESPONDENT's use to ensure the efficient operation of the Contract. The RESPONDENT shall also provide or arrange for waste disposal services, including medical waste disposal. The RESPONDENT shall operate the space provided in an energy efficient manner.

All supplies required to provide healthcare services shall be provided by the RESPONDENT. The RESPONDENT will have at least a thirty (30) days' supply of medical supplies upon its assumption of responsibility for service implementation at the Facility. A physical inventory of all equipment and medical supplies will also be conducted upon the expiration or termination of this Contract with appropriate credit payable to the RESPONDENT, in the event the Department chooses to purchase then existing supplies. The term "healthcare supplies" is defined as all healthcare equipment and commodity items with a unit cost of less than one thousand dollars (\$1,000).

The RESPONDENT shall utilize Department forms as specified to carry out the provisions of this Contract. The Department, in cooperation with the DC, will provide an electronic copy of each form in a format that may be duplicated for use by the RESPONDENT. The RESPONDENT shall request prior approval

from the Contract Manager should he/she wish to modify format or develop additional forms.

All Florida Department of Corrections' inmates, regardless of status, must have unimpeded access to healthcare services. RESPONDENT's healthcare staff should ensure that inmates have access to a level of care commensurate with the severity of the presenting symptomatology. If the needed level of care is not available at the institution of residence, timely referral must be made to another institution in which the necessary care is available.

A standardized program of routine/comprehensive, urgent and emergency healthcare is to be available to all inmates. Emphasis shall be placed on preventative healthcare practices. All treatment will be rendered in accordance with the Department of Corrections' rules, policies, procedures and Health Services Bulletins/Technical Instructions. Healthcare will be provided at a minimum constitutionally adequate level of care. This means all necessary healthcare will be provided either routinely, urgently or emergently as dictated by the need to resolve the healthcare issue presenting itself.

III. Medical Services: The RESPONDENT shall be responsible for the following: all inmate medical costs for care provided at the Facility to include emergency outpatient care, pharmaceutical services, initial intake screening for medical, dental and mental health pre-existing conditions, substance abusers treatment, medically required eyeglasses, hearing aids, and dentures; regularly scheduled chronic illness clinics conducted under the direct supervision of the CHO for the following conditions: diabetes; respiratory; cardiovascular; seizure disorder; tuberculosis preventive therapy; general medicine; immunodeficiency; and hepatitis C; an infectious disease education program for inmates which will be consistent with the DC's existing health education program for HIV and AIDS as described in Section 945.35, Florida Statutes. The RESPONDENT must follow requirements outlined in Section 945.355, Florida Statutes. All medical contacts shall be documented on the Offender Based Information System. The On-Site Contract Monitor may request a report documenting all medical contacts. The percentage of each medical grade, number of inmates in wheelchairs, and the percentage of inmates with special needs will be established during negotiations.

IV. Inmate Co-Payment: The RESPONDENT shall be responsible for collecting a medical co-payment for each inmate-initiated, non-emergency visit to a health care provider as required by Section 945.6037, Florida Statutes. The fees collected will be retained by the RESPONDENT and the same amount will be deducted from the monthly management payment billing submitted by the

RESPONDENT to the BUREAU. All co-payments must be noted in the Offender Based Information System and accounted for in the medical record. A report of co-payments will be included with the monthly invoice. RESPONDENTS must include the cost of providing health care in their per diem. This shall not include the revenue generated by the inmate co-payment.

V. Chief Health Officer (CHO): The RESPONDENT shall designate a CHO for the Facility who shall submit reports to the DC (and Director of Health Services, as required) for all clinical matters. The CHO shall serve as the medical authority and shall work as a team with the RESPONDENT's administrative and clinical managers. Each CHO shall operate the clinical healthcare program in accordance with the standards set forth in this ITN, and all applicable State and Federal Laws, Rules and Regulations; DC Rules, Policies and Procedures; DC's Office Health Services Bulletins/Technical Instructions; and ACA standards, and shall adhere to any additions or changes thereto. The CHO shall plan, implement, direct and control all clinical aspects of the institutional healthcare program and shall have direct oversight of and shall monitor the performance of all healthcare personnel rendering direct patient care. The CHO shall also provide primary healthcare services on a routine basis and meet the same standards as other CHOs in the DC. In addition, the person occupying this position must be licensed to practice medicine under Florida Statute Chapters 458 or 459 in the State of Florida "in good standing", hold a current DEA Registration Number, and must have credentials that meet or exceed the requirements of Florida Law.

VI. Health Education Program: The RESPONDENT shall implement within ninety (90) days of contract execution, subject to Department approval, an inmate health education program. To promote the health education process, informational programs shall be made available based on the requirements of Florida Statutes and assessed educational needs of the inmates. Selected topics for these programs may include but are not limited to:

- a) Personal hygiene;
- b) Nutrition;
- c) Physical fitness;
- d) Stress management;
- e) Sexually transmitted diseases;
- f) Chemical dependency;
- g) Tuberculosis and other communicable diseases;
- h) Effects of smoking;
- i) HIV/AIDS;
- j) Hypertension/Cardiac;
- k) Epilepsy;

- l) Diabetes;
- m) Dermatology;
- n) Rehabilitation; and
- o) Prison Rape Elimination Act (PREA).

An infectious disease education program for inmates, which will be consistent with the DC's existing health education program for HIV and AIDS as described in Section 945.35, Florida Statutes.

VII. Quality Management: The RESPONDENT shall establish and maintain a Clinical Quality Management program that maintains full compliance with the DC's rules and regulations and the DC's Office of Health Services Technical Instructions. We would like to encourage the respondents to develop their own responses to this ITN for review by the evaluation committee. Respondents will be permitted to submit revised programs prior to contract execution as necessary to accommodate changes required by the DMS or DC. All required program curriculum will be reviewed annually and updated as needed. Documentation of review will be provided annually to the On-Site Contract Monitor. Changes to plan require written permission by the BUREAU Chief. The Department reserves the right to require changes to programs submitted in response to this ITN during negotiations and/or prior to the Service Commencement Date. Program curriculum should include information on the following:

- a) Quality Management
- b) Infection Reporting to the Department of Health
- c) Infection Control Program
- d) Medical Peer Review Committees
- e) Clinical Risk Management Program
- f) Mortality Review Program

The RESPONDENT will also maintain full compliance with the policies and procedures pertaining to quality assurance and quality indicators that are established by the Office of Health Services.

VIII. Health Assessment at Intake: The RESPONDENT shall provide a proposal that ensures all inmates being admitted to the Facility are provided a comprehensive health assessment and orientation in accordance with DC's guidelines. Upon arrival at the Facility, every inmate shall receive an intake physical examination in accordance with DC Procedure 403.008 and an immediate healthcare screening by qualified healthcare nursing staff. The intake physical examination shall take place no later than seven (7) days after the inmate is received at the Facility.

Each intake examination shall include, at a minimum, the following: a complete history, physical exam, designated medical necessary lab work, and any specialty follow up exams deemed appropriate. The examining physician will also prescribe any needed or appropriate medications at this time.

Each inmate will receive a transfer screening on departure from and on arrival to the Facility as well as orientation to healthcare services when newly assigned at the Facility. The inmate's healthcare records shall be reviewed on arrival for medication, emergency or urgent medical needs or any specialty follow up scheduled. This would include placement in a chronic illness clinic status if required for preventative care.

The preliminary screening shall be documented in the inmate's case file and include the following:

Inquiry into:

- a) Current illness
- b) Communicable diseases
- c) Alcohol/chemical abuse history
- d) Medications currently being taken
- e) Dental status
- f) Chronic health problems

Observation of:

- g) State of consciousness
- h) Mental status
- i) Appearance
- j) Conduct
- k) Bodily deformities and ease of movement
- l) Signs of trauma, bruises, lesions, jaundice, rashes and infestations, and needle marks or other indications of drug abuse

Explanation of procedures for access to health and dental services shall be provided to inmates both orally and in writing via the Inmate Handbook. The handbook will be provided by the DC, along with additional information necessary to inform the inmate about unique Facility operations.

HSB 15.03.13 defines the procedures for assigning a medical and a work grade to inmates utilizing a physical profiling system. Each inmate is assigned to an institution according to an overall functional capacity designation indicated by a numerical designation.

An overall medical grade assignment may be made at any time an inmate has an encounter with healthcare personnel if that encounter indicates a change. On those occasions when evaluation or re-evaluation of an inmate's medical grade is appropriate, changes may only be made by a clinician, or in the case of "S" category, by a psychiatrist or psychologist. Other mental health staff may recommend appropriate changes to the Chief Health Officer (CHO).

Anatomical defects or pathological conditions will not in themselves form the sole basis for recommending assignment or work limitations. While these conditions must be given consideration when accomplishing the designation functional capacity, prognosis and the possibility of further aggravation must be considered.

IX. Referrals: Referral of inmates shall be in compliance with the DC's utilization management program procedures and such referrals shall be made to an approved healthcare provider within the community. Any healthcare subcontracting arrangements must be approved by the DC and/or the Department. Any hospital facility must also be approved by the DC and/or the Department to provide hospital-based services for inmates. The RESPONDENT shall be financially responsible for all costs associated with the care of an inmate treated by any community provider or in any community provider facility as negotiated in response to this ITN. Use of additional contractor utilization procedures is permitted only in addition to the DC's utilization management procedures and only where RESPONDENT's procedures do not conflict.

X. Staffing of Health Care Professionals: T The RESPONDENT shall have direct oversight, be responsible for and monitor the performance of all healthcare staff whether providing direct healthcare or performing other duties in support of the Contract.

The RESPONDENT shall propose a plan to provide an adequate level of staffing for provision of the services outlined herein and shall ensure that staff providing services is appropriately trained and qualified and licensed, as appropriate. Staff shall provide professional healthcare coverage twenty-four (24) hours a day, seven (7) days a week for the institution.

The RESPONDENT shall distribute a written job description to each member of the RESPONDENT's health care staff that clearly delineates their assigned responsibilities. The job description shall be signed by the employee and supervisor and maintained in the on-site personnel file. The RESPONDENT shall annually evaluate performance of healthcare staff to ensure adequate job performance in accordance with these job descriptions and other provisions of this Contract and such performance evaluations shall be maintained in the on-site personnel files. The On-Site Contract Monitor shall be

advised of any RESPONDENT's employee who receives a less than satisfactory evaluation.

The RESPONDENT shall maintain personnel files on all contract employees in the healthcare unit of the institution. The records shall be made available to the On-Site Contract Monitor, and the DC's Director of Health Services-Administration or designee. These files shall include, but not be limited to, copies of current Florida licenses or proof of professional certification, and evaluation records and position responsibilities.

The final selection of all staff assigned to provide services under this Contract shall be subject to approval by the Department. DC employees terminated at any time by the DC for cause may not be employed or provide services under the Contract.

The RESPONDENT shall provide a proposed staffing plan for the health-related section of this ITN, including the minimum key administrative staff positions in support of this contract:

The RESPONDENT shall employ only those persons having appropriate Florida licensure and certification and who have provided documentation of past healthcare experience. Individuals in positions that require credentials (Physicians, Advanced Registered Nurse Practitioners (ARNPs) Psychologists, Psychological Specialists and any other position that requires credentials), will be subject to a credentials review by the Department to ensure that the individual has the requisite training, experience and licensure or certification necessary to perform the duties assigned. It is the RESPONDENT's responsibility to ascertain and comply with all state licensing and credentialing requirements.

Fingerprints shall be taken of each employee. The NCIC/FCIC background checks will be reviewed by Department staff. The final selection of all staff assigned to provide services under this Contract shall be subject to approval by the Department.

No personnel employed by this RESPONDENT may be a convicted felon or have relatives either confined by or under supervision of the DC.

XI. Medical Records: The RESPONDENT shall ensure that all healthcare unit staff documents each healthcare encounter in the appropriate section of the Problem-Oriented Medical Record, utilizing the SOAPE format, including specific Department of Corrections' approved forms as outlined in Department of Corrections' Rules, (Chapters 33-6, 33-19, Florida Administrative Code), pertinent Health Services' Bulletins, and Florida Statutes.

The RESPONDENT shall ensure that each health record, including the Medication Administration Record, is complete, accurate and contains sufficient

documentation to warrant the treatment rendered and that each entry is made in a timely manner. This shall include requesting, and documenting the request for all available previous medical records and composing a medical history.

The RESPONDENT shall ensure that all medical record procedures concerning confidentiality are followed. Medical records shall remain the property of the DC and information contained in a medical record shall not be released to anyone who is not legally authorized to receive it.

The RESPONDENT shall ensure that each medical record complies with the Florida Statutes, DC rules, Technical Instructions, the Health Record Manual, HIPAA, and other applicable laws, rules and regulations.

The RESPONDENT shall ensure that all logs required in medical areas are maintained in a complete, current and accurate condition. The RESPONDENT shall ensure that the weekly and monthly validations (signatures by the Chief Health Officer or the RESPONDENT's Designee) are accomplished prior to the fifth (5th) day of the following month.

XII. Other General Health Service Requirements: Routine transportation of inmates for medical visits, consultations, diagnostics studies and hospital admissions shall be the responsibility of the RESPONDENT. Subject to the approval of the DC, hospitalization or other specialty care which is required in follow-up to a previous surgery or procedure shall be referred to the provider or facility originally providing the services.

RESPONDENT'S personnel shall establish regular meetings with representatives from the designated hospital and other providers to coordinate the referral of inmates. Policies and procedures shall be developed by RESPONDENT regarding referral methods, scheduling, transportation, reporting of test results, medical records, acute care hospitalization and patient follow-up, subject to approval by the DC.

XIII. Performance Measures: The RESPONDENT will propose performance measures and deliverables to be further defined and agreed upon during negotiations in the following areas:

- a. Medical Services
 1. Sick Calls
 2. Medical Specialty Consults
 3. Chronic Illness Clinics
 4. Medical Records
 5. Logs

- 6. OBIS
- 7. Grievances
- b. Mental Health Services
 - 1. Suicide Preventions
 - 2. Infirmity and Inpatient Mental Health
 - 3. Informed Consent
 - 4. Psychiatric Restraints
 - 5. Aftercare
 - 6. Outpatient Mental Health
 - 7. Practitioner's Prescribing Practices
- c. Dental Services
 - 1. Oral Surgery
 - 2. Restorative Dentistry
 - 3. Wait for Routine Dental Care
 - 4. Wait time between dental appointments and first appointment and follow-up appointments
 - 5. Practitioner's Prescribing Practices
- d. Pharmacy Services
 - 1. Time for prescriptions to be filled
 - 2. Non-Formulary Medication
 - 3. Drug Utilization

6.27 PHYSICAL HEALTH SERVICES

- I. Chronic Illness Clinics: Access to specialty care shall be provided through regularly scheduled chronic illness clinics and other specialty clinics as necessary, conducted under the direct supervision of the CHO as required by DC Technical Instruction (TI) 15.03.05, Chronic Illness Clinic.

These clinics are to be operated and care is to be provided in accordance with the Technical Instruction. Development of programs that incorporate best practices, prevention strategies, clinical-practice improvement, clinical interventions and protocols, outcomes research, information technology, and other tools is required. The State of Florida has a disease management initiative which has been designed to promote and measure: health outcomes, improved care, reduced inpatient hospitalization, reduced emergency room visits, reduced costs, and better educated providers and patients. Since these outcomes are similarly desirous in the correctional healthcare system, the RESPONDENT shall develop, propose, and implement Disease Management programs as necessary in conjunction with the operation of chronic illness and specialty clinics.

Disease Management programs shall be completed and implemented by the end of the sixth (6th) month of service delivery under this Contract.

The RESPONDENT may use, subject to availability and DC agreement, specialty clinics at the Department's Regional Medical Center (RMC) in Lake Butler for all non-emergency cases requiring specialty consultation that are beyond institutional capability. If a specialty clinic is not available or cannot be scheduled at RMC within a time determined necessary by the RESPONDENT's CHO, alternative arrangement to obtain the services shall be made locally.

The RESPONDENT shall provide regularly scheduled chronic illness clinics conducted under the direct supervision of the CHO for the following conditions:

- a) diabetes;
- b) respiratory;
- c) cardiovascular;
- d) seizure disorder;
- e) tuberculosis preventive therapy;
- f) general medicine;
- g) immunodeficiency; and
- h) Hepatitis C.

II. Sick Calls: The RESPONDENT will provide a proposed plan to in coordinate and cooperate with the security personnel, to administer as much healthcare as is practical to inmates housed in the confinement. This includes Sick Call. The Facility will provide appropriate facilities at the respective housing unit. Sick call shall be provided in compliance with DC Procedure 403.006.

III. Emergency Care Services: Emergencies shall be taken to the nearest hospital approved by the DC. The RESPONDENT shall ensure the availability of emergency treatment through predetermined arrangements with local hospitals. If an inmate needs to be transferred by air, the RESPONDENT shall use appropriate aviation assets. All ambulances utilized shall be equipped with life support systems and shall be operated by personnel trained in life support that are currently certified by the State of Florida. The RESPONDENT shall obtain documentation of State certification and keep it on file at the Facility. The RESPONDENT shall be responsible for the cost of all emergency air ambulance or land ambulance transportation.

The following service requirements shall be met to ensure that qualified emergency treatment is provided:

- a) In-service education on first aid and emergency procedures.
- b) Written policies and procedures concerning emergency transfer and transportation of inmates.
- c) Arrangements for emergency 24 hour on-call physician coverage.
- d) Coordination with security for arrangements when the emergency transfer of an inmate is indicated.
- e) Cardiopulmonary Resuscitation (CPR) Basic Training for all Health Services staff and other designated departmental staff members.

IV. HIV Testing: The RESPONDENT shall provide testing for HIV infection under the following conditions:

- a) Upon request by the inmate;
- b) When there is evidence that an inmate, while at the Facility, has engaged in high-risk behavior, as established in Section 945.35, Florida Statutes, for transmitting or contracting HIV;
- c) If the inmate has a positive tuberculosis skin test or active TB; or
- d) Any other condition deemed medically necessary by the appropriate medical practitioner.

V. Infection Control Program: The RESPONDENT shall provide for an Infection Control Program at the Facility. The program will include, but is not limited to, concurrent surveillance of patients and staff, prevention techniques, and treatment and reporting of infections in accordance with local and state laws.

VI. Special Medical Programs: The RESPONDENT shall provide a “special medical program” for inmates who require close medical supervision including chronic and convalescent care. The plan of treatment shall include directions for health care staff and correctional staff regarding their roles in the care and supervision of the inmates. The special medical program shall service a broad range of health problems including but not limited to seizure disorders, diabetes, hypertension and AIDS.

VII. Optical Services: The RESPONDENT shall provide for Optical Services, including eye examinations performed on-site and in accordance with ACA Standards and DC Technical Instructions. A qualified optometrist shall examine inmates with specific complaints. Eyeglasses shall be provided at the inmate’s expense unless clinically mandated by an ophthalmologist whereby the RESPONDENT is financially responsible.

Ophthalmic prosthetics clinically mandated by an Ophthalmologist and services (including prosthetics) necessary to the continued provision of needed healthcare for the inmate shall be the responsibility of the RESPONDENT. Non-clinically mandated ophthalmic prosthetics may be provided at the inmate's expense. Eyeglasses shall be obtained by the RESPONDENT, through PRIDE.

VIII. Infirmary Care and Hospitalization: The RESPONDENT shall provide Infirmary care for inmates requiring skilled nursing care, chronic illness care, convalescent care, and all acute and chronic conditions which can be managed on-site which includes, but is not limited to the following:

- a) 24-hour coverage, supervised on-site by a Registered Nurse;
- b) Daily infirmary rounds by nursing staff;
- c) 24-hour Physician on-call coverage;
- d) Physician shall conduct infirmary rounds no less than one time per day, Monday through Friday.

In addition, the RESPONDENT shall develop a manual of nursing care procedures and ensure that a medical record is established for each patient. All infirmary encounters by a health care provider shall be documented in the inmate's medical record.

If, in the opinion of the on-site CHO, the inmate cannot be properly treated at the Facility, the inmate shall be referred to a facility that can provide the necessary treatment, that has been mutually agreed to by the DC and RESPONDENT to provide hospital-based services for the DC's inmates.

Those inmates requiring care beyond the capability of the infirmary shall be hospitalized at a licensed community facility. Routine admission from the Facility shall be made to a hospital facility approved by the DC. Recommendations for hospitalization, with the exception of emergency situations, shall require review and approval by the on-site CHO. Hospital admissions that arise from emergency situations shall be reviewed by the on-site CHO within 48 hours of admission.

Treatment, care or medical procedures including, but not limited to, surgery or prosthetics, initiated at the Facility, shall be completed prior the clearance of the inmate for transfer to another DC facility, with the exception of emergency disciplinary or mental health transfers. Services may be provided at the receiving facility and billed to the RESPONDENT, or, with the approval of the DC and the BUREAU, the inmate may be returned to the sending facility.

The RESPONDENT shall be responsible for all levels of care, including Secondary or Tertiary level of care, for permanent inmates assigned to the Facility.

6.28 DENTAL HEALTH SERVICES

RESPONDENT will provide inmate dental health services to conform to the DC's Dental Care Manual and the ACA Standards in accordance with:

- Chapter 466, Florida Statutes
- American Correctional Association Standards
- American Dental Association Standards
- Florida Board of Dentistry Rules
- Center For Disease Control Standards
- Occupational Safety and Health Administration Standards

The RESPONDENT shall provide emergency and comprehensive dental care, consistent with all applicable laws, rules, regulations and practicing standards. This includes reexamination, complete and partial dentures, crowns and bridges when indicated, operative, endodontics, periodontics and oral surgery. Prevention of dental diseases must be stressed along with oral hygiene education. The RESPONDENT shall have back-up coverage when the Facility's dentists are not available.

All Facility dentists shall be currently licensed in the State of Florida and be in good standing with the Florida Board of Dentistry. Copies of such licensure shall be maintained by the Facility.

If applicable, all dental prosthetics shall be provided by the RESPONDENT through PRIDE of Florida Dental Laboratory. Clinical oversight of the Facility's dentists shall be provided by the DC's Office of Health Services' Director of Dentistry. The RESPONDENT'S provision of dental services shall include the following components:

- I. Initial intake screening within five (5) workdays of arrival; and
- II. Development of a dental treatment plan that includes:
 - a) Prioritization of needs;
 - b) Counseling on oral hygiene;
 - c) Fillings, cleaning and prosthesis; and
 - d) Dentistry based on preventive care and complaint-oriented care.

6.29 MENTAL HEALTH SERVICES

The RESPONDENT shall provide a proposal for the comprehensive mental healthcare services at the facility in compliance with the ACA Standards. The proposal shall include plans for the provision of services in the following areas:

I. General Overview

All mental healthcare shall be provided in such a manner as to maintain the dignity of the inmate and afford him or her a reasonable degree of confidentiality. The RESPONDENT shall be responsible for the cost of laboratory expenses associated with the use of psychotropic medication. The RESPONDENT shall be responsible for the cost of psychotropic medication. The RESPONDENT will use only medications listed on the DC's formulary, unless prior authorization is obtained by DMS through the DC's Drug Exception Request process.

The RESPONDENT shall develop a proposal and plan to provide and be financially responsible for the provision of mental healthcare services necessary to carry out the following service tasks:

- a) Identification of those inmates experiencing disabling symptoms of adjustment, mental disorder and/or mental retardation impairing the inmate's ability to function adequately within the general inmate population.
- b) Alleviation of disabling symptoms of mental disorders.
- c) Assisting the inmate with mental disorder or mental retardation to maintain a level of personal and social functioning that will enable him/her to remain in or be returned to the general inmate population.
- d) Provision of clinically necessary and appropriate mental health inpatient care.

II. Levels of Care

a. Outpatient: This refers to services provided to an inmate housed outside of an inpatient mental health unit or admitted to an infirmary for mental health reasons as distinct from a more specialized inpatient unit. Outpatient mental healthcare services include, but are not limited to, individualized service planning, case management, group and/or individual counseling, periodic psychiatric monitoring and/or treatment as determined necessary, confinement mental status evaluations, emergency evaluations and staff referrals.

b. Infirmary Mental Health Care: This level of care must be provided and includes all behavioral and/or psychiatric emergencies such as management of the suicidal or decompensating inmate. Crisis management may require placement in an infirmary Isolation Management Room (IMR) or other specifically designated safe housing at a permanent institution for rapid assessment, close observation, and institutional based intervention. The lengths of stay in an IMR or alternative housing are specified in DC's HSB 15.05.05 and DC's Procedure 404.001 Suicide and Self-Injury Protection. The crisis may be appropriately managed at this level or may require referral and subsequent transfer to a Crisis Stabilization Unit (CSU). IMR's and Observation Cells,

when indicated, are designed to provide a safe and appropriate setting for initial housing and observation of inmates who present impairment that cannot be managed on an outpatient basis.

c. Transitional Care (Intermediate and/or Chronic): Transitional Care must be available and is delivered in the Transitional Care Unit (TCU). The TCU is a low-stress, residential placement with a therapeutic milieu and direct treatment components. It is designed to provide evaluation, treatment, and mental healthcare intervention to any inmate whose symptoms of serious mental disorder interfere with his/her capacity to safely adapt in a general inmate population setting or special housing setting. The goal is to alleviate symptoms of mental illness and to improve functioning sufficiently to return the individual to the least restrictive clinical and custodial environment. Long-term residence in the TCU will be considered for an inmate who suffers from a chronic, severe, and persistent mental illness (and the inability to readjust to the general population or special housing). Some chronically impaired inmates may remain in transitional care for extended periods of time. For example, mentally retarded inmates who cannot function in open population may remain in transitional care for the duration of incarceration, if warranted.

Additionally, transitional mental healthcare is indicated for a person with chronic or residual symptomatology who does not require crisis stabilization care or acute psychiatric care, but whose impairments in functioning nevertheless render the inmate incapable of adjusting satisfactorily within the general or special housing inmate population even with the assistance of outpatient care.

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

e. Acute Psychiatric Inpatient Care: This level of treatment is the highest level of mental healthcare available to inmates and can only be provided through court order in accordance with Florida Statute 945.43. Ongoing involuntary mental health treatment can be provided only at this level of care with a court order. Acute Psychiatric Inpatient Care includes a broad range of evaluation and treatment services within a highly structured, secure and locked hospital setting. Patients are typically chronically and/or

severely impaired and do not respond favorably to brief inpatient and/or intermediate care. Patients are typically discharged to TCUs for further treatment and progressive reintegration to a suitable incarcerative environment.

III. Mental Health Requirements

All newly arrive inmates will receive a mental health screening including any medically necessary psychological testing, clinical interview, and/or mental health history psychiatric evaluation.

The DC utilizes a health profiling system, which includes mental health classification. This profiling system assigns an S-grade to each inmate based on the assessed level of mental health care the inmate may require to function in various correctional settings. The S-grade is initially assigned at reception and represents the mental health professional's assessment regarding the inmate's potential or actual ability to adapt and adjust successfully to the prison environment.

Since the mental health program is designed to provide varying levels of care at different facilities, the assigned S-grade in part determines to which facility the offender may be transferred. Other determinants include the inmate's custody or security level, program needs, medical limitations, and potential for aggressive behavior.

The S-grade is assigned as follows:

- 1) S-1 = Inmate requires routine care or emergency care.
- 2) S-2 = Inmate needs ongoing services of outpatient psychology.
- 3) S-3= Inmate needs ongoing services of outpatient psychology and outpatient psychiatry. S-3 is also assigned routinely to an inmate who is determined to need psychotropic medication, even if the inmate may be exercising the right to refuse such medication.
- 4) S-4 = Inmate is assigned to a Transitional Care Unit (TCU) level of care.
- 5) S-5 = Inmate is assigned to a Crisis Stabilization Unit (CSU) level of care.
- 6) S-6 = Inmate is assigned to acute psychiatric inpatient care at the Corrections Mental Health Institution units (CMHI units).
- 7) S-9 = Inmate is in the reception process and is scheduled to be evaluated by a psychiatrist

All newly arriving inmates must be oriented to mental health services at the Facility in accordance with HSB/TI 15.05.18 Outpatient Mental Health Services and Procedure 403.008 Inmate Health Services Orientation.

Orientation consists of a written, easily understood explanation (available both in English and Spanish) and oral presentation of available services and instruction on accessing mental health services including consent or refusal of mental health services and confidentiality. Such orientation shall be documented on Form DC4-773 Inmate Health Education (see TI 15.01.06). Such documentation may be included in a clinical encounter, if such encounter was held, as in the case of S-2 level and above screening.

Mental health clinical staff will assess a newly arriving inmate who is classified as S-2 or S3 within the time frame and guidelines specified in TI 15.05.18 to assess current functioning and treatment needs.

A newly arriving inmate who is classified as S-3 shall be continued on any current psychotropic medication and will be assessed by a psychiatric provider prior to the expiration of the current psychotropic prescription, to assess the inmate's treatment needs. Medical staff shall ensure continuity of pharmacotherapy for any newly arriving S-3 inmate until such time as the inmate can be interviewed by a psychiatrist. If the inmate does not have a psychiatric evaluation completed within the DC, or if psychotropic medication is initiated on an outpatient basis, the Form DC4-655 Psychiatric Evaluation shall be completed per TI 15.05.19.

All S-2 and S-3 inmates must have a case manager assigned (with documentation in the health record) and must be interviewed within the time frames specified in HSB 15.05.18 by a psychologist, behavioral specialist (a master's or doctoral level mental health clinician who has full licensure, provisional licensure, or registered intern status as a mental health provider under Chapter 491, Florida Statutes, or has full or provisional licensure as a psychologist under Chapter 490, Florida Statutes), or RN Specialist. The interview will include a mental status examination and review of the status of problems that were the focus of attention prior to arrival. In the case of an inmate who is recently downgraded from an S-3 and above classification that is reassigned to an S-1 or S-2 institution, the inmate should be maintained as S-2 for a minimum period of two months and provided services accordingly.

Mental health sections of records for newly arriving inmates, whether received from a reception center or transferred from another institution, must be reviewed within eight (8) days of arrival by mental health service providers. The purposes of the record review are to:

1. assess and prioritize treatment needs;

2. review the health record of the new arrival within the time specified in TI 15.05.19 to determine the suitability of the S-grade and to determine the inmate's evaluation and/or treatment needs; and
3. document the record review as an incidental note, summarize the relevant history

The conditions for inmate eligibility for ongoing mental health treatment and services are established in TI 15.05.19. Ongoing mental healthcare (e.g., group and individual therapy, case management, and (psychotropic medication) shall be reserved for inmates who have or are at significant risk for developing one or more of the clinical syndromes listed in TI 15.05.19 (DSM IV-TR Axis I disorders, mental retardation, borderline personality disorder, and schizotypal personality disorder).

Case management services shall be provided to all S-2 and S-3 inmates who are receiving ongoing mental health services. Case management is used to describe a wide variety of actions that the case manager performs and should be identified on the Individualized Service Plan. Case Management is a service, not a treatment, for an identified problem. Case management services shall be provided in accordance with TI 15.05.18. Inpatient case management services will be provided in accordance with HSB 15.05.05.

All inmates who are returned to the general population from isolation management, transitional care, or crisis stabilization shall receive case management and appropriate follow-up services in accordance with the individual assessment of clinical need.

Psychotherapy/counseling is considered an interactive intervention between the clinician and the patient. Individual and/or group therapy is provided according to the inmate's identified clinical needs. The RESPONDENT shall deliver therapy to best meet the inmates' identified clinical needs.

Express and informed consent means consent voluntarily given in writing after provision of a conscientious and sufficient explanation.

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 (see TI 15.05.18) executed within the past year. Inmates shall be advised of the limits of confidentiality prior to receiving any mental health services. Consent for pharmacotherapy is described in TI 15.05.19 and shall be routinely completed by psychiatry staff. Fully informed consent for pharmacological intervention must be obtained by the psychiatrist prior to the initiation of such intervention. When admitted to an IMR, TCU or CSU, a healthcare professional shall request that the inmate give written informed consent to treatment. The inmate may refuse to consent to treatment, however, the inmate cannot refuse placement.

All inmates presenting for mental health services shall be informed of their right to refuse such services, unless services are to be delivered pursuant to a court order. If an inmate refuses treatment that is deemed necessary for his/her appropriate care and safety, such treatment may be provided without consent only under the following circumstances:

1. In an emergency situation in which there is immediate danger to the health and safety of the inmate or others. Emergency treatment may be provided at any major institution. Emergency Treatment Orders (ETO) shall be issued as indicated in HSB 15.05.19.
2. Ongoing involuntary treatment, may only be provided when court ordered for inmate patients committed for treatment at a CMHI unit. The criteria for court petition for involuntary treatment at a CMHI unit are based on Section 945.43 Florida Statutes and Florida Administrative Code, Chapters 33-23 and 33-40.

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

The limits of confidentiality are delineated on Form DC4-663 Consent to Mental Health Evaluation or Treatment. These limits must be explained to the inmate and the inmate must indicate informed consent by signing the DC4-663 prior to the provision of nonemergency mental health services.

Requests from outside organizations for mental health-related information about inmates will be referred to the appropriate Facility personnel. Release of any confidential health records must be accompanied by Form DC4-711B Consent for Inspection and/or Release of Confidential Information (signed by the inmate).

Psychological evaluations completed for the Florida Parole Commission also require a signed inmate consent.

Disclosures that are made by an inmate to a healthcare professional while receiving mental health services shall be considered confidential and privileged, except for the following:

1. Threats to physically harm self and others.
2. Threats to escape or otherwise disrupt or breach the security of the institution.
3. Information about an identifiable minor child or elderly/disabled person is the victim of physical or sexual abuse or neglect.

All information obtained by a mental healthcare provider shall retain its confidential status unless the inmate specifically consents to its disclosure by initialing the appropriate areas listed on the Form DC4-711B. (For example, if an inmate is undergoing a psychological evaluation for the Florida Parole Commission and is found to have a coexisting AIDS-related syndrome, be it related or not to his/her mental condition, no mention of his/her AIDS condition should be made in the psychological report unless the inmate expressly authorizes such disclosure to be made to the Florida Parole Commission by initialing B option on DC4-711B.)

Each inmate who receives ongoing mental health services shall have an Individualized Service Plan (ISP) developed in accordance with HSB 15.05.11 Planning and Implementation of Individualized Mental Health Services.

All non-psychiatric mental health services provided must be directly supervised by the Senior Psychologist who shall assume clinical responsibility and professional accountability for the services provided. In doing so, the Senior Psychologist shall review and approve reports and test protocols as well as intervention plans and strategies. Documentation of required review and approval shall take the form of cosigning all psychological reports, ISPs, treatment summaries, and referrals for psychiatric services and clinical consultations.

A minimum of one hour per week shall be 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.

All group treatments must have written descriptions that have been reviewed and approved by the Senior Psychologist. The group descriptions shall include purpose, participating inmates, goals, predominant therapeutic approach, curriculum outline, and inmate selection criteria. If the group has a waiting list, then the selection criteria must include means of prioritizing enrollment.

Mental health staff is required to track the stay of inmates in confinement so that each can be evaluated in accordance with TI 15.05.09 and Procedure 403.003.

Mental health staff is required to perform rounds in each confinement unit on a weekly basis, to personally observe each inmate, and to inquire as to whether the inmate has any mental health-related problems. The observation and inquiry can be performed at the cell front, as the purpose of the encounter is not to perform in-depth assessment, but rather to determine whether an appointment should be made to do so. If problems or concerns are cited by the inmate or observed by the clinician, then an appointment must be scheduled for timely follow-up. Documentation for inmates in confinement settings shall be as follows:

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

Segregated inmates shall be evaluated as follows:

- a) S-1 and S-2 inmates must be evaluated within 30 days after being placed in confinement and every 90 days thereafter.
- b) S-3 inmates must be evaluated within five (5) days of being placed in confinement and every 30 days thereafter. Since S-3 inmates are seen at least every 30 days as part of the treatment plan, this evaluation can be done as part of the regular case management contact. Mental health staff should notify the classification supervisor of each inmate's mental condition as these confinement assessments are completed using Form DC4-528 Mental Status of Confinement Inmates. Notification shall indicate that the inmate is either unimpaired, receiving appropriate outpatient care, or has been referred for inpatient care. A copy of the completed DC4-528 shall be placed in the health record (Other Mental Health Related Correspondence subdivider).

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

Every reasonable effort must be made to ensure that confined inmates receive all necessary and appropriate mental healthcare including evaluation, case management, individual therapy, group therapy, and psychotropic medication. Mental healthcare should be provided in the confinement interview room when possible.

The RESPONDENT will provide outpatient psychiatric consultation services in accordance with HSB 15.05.19. Outpatient psychiatric consultation for inmates assigned to S1/S2 institutions is obtained through transport versus transfer of the inmate to the nearest S-3 facility. The inmate is returned the same day of the consult, unless the psychiatrist determines that immediate admission to inpatient care is indicated. The Regional Mental Health Consultant will designate the preferred consulting facility for each particular institution.

Outpatient psychiatric consultation may be requested by a physician or Senior Psychologist. The Senior Psychologist or physician, in that order of availability, must give prior approval of any psychiatric consultation that is recommended by a behavioral specialist.

Transfer criteria and procedures are fully described in Procedure 404.003 Mental Health Transfers. All transfers shall be coordinated with the DC's OHS Transfer Coordinator in the Office of Health Services. Mental health transfers for inpatient care to TCUs, CSUs, and CMHI units shall be considered either routine, urgent, or emergent (based upon clinical assessment made by the referring mental health team). All TCU referrals are routine transfers while CSU referrals, by nature, will be considered as urgent or emergent. CMHI unit referrals are either routine or emergent.

During regular working hours, transfers shall be effected by completion of the E-Form DC4-656 Referral for Inpatient Mental Healthcare (the designated e-form shall be utilized) which shall be directed to the population management administrator and to the mental health transfer coordinator.

After regular working hours (and on weekends and holidays), transfers shall be effected by on-site medical staff who shall intervene to manage any mental health emergency according to the protocol established in Procedure 404.003.

Routine transfers to CMHI are initiated through a consensus reached by a CSU multidisciplinary service team which will request the institutional warden to file a petition with the court in the county where the inmate is housed.

Emergent transfers to CMHI units are indicated through consensus reached among the CSU multidisciplinary services team that a patient's condition has reached a level of care that cannot be provided at the institution and that only CMHI can provide the required level of care. The staff psychiatrist or the unit coordinator shall advise the warden who will need to give administrative approval of the emergency transfer request. Once warden approval is granted, the RESPONDENT shall contact the Regional Mental Health Consultant of that region who must give approval based on his/her appraisal of the inmate's clinical condition.

The RESPONDENT will provide self-harm prevention and mental health crisis services in accordance with Procedure 404.001.

RESPONDENT staff shall be trained to recognize and immediately report warning signs for those inmates exhibiting self-injurious behavior and suicidal ideations. However, only mental health or medical staff will determine 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.

DC policy allows for the use of time-out, seclusion, and/or therapeutic restraints with appropriate clinical justification to manage crises and prevent suicides. Usage shall be in accordance with appropriate laws and professional standards. The least restrictive

alternative is to be used to help the inmate regain self-control when such action can reasonably be expected to be effective. These procedures shall never be used as punishment, but rather to protect the emotional well being of the inmate as well as the safety of the inmate and others. Refer to HSB/TI 15.05.10 Psychiatric Restraint.

Physical force may be used with a mentally disordered inmate only as a last resort when it reasonably appears that other less restrictive and intrusive alternatives are not feasible. Any use of force for the provision of mental health care must be in accordance with Procedure 602.002 Use of Force in Correctional Facilities, 602.003 Use of Electronic Immobilization Devices, Chemical Agents, Speciality Impact Munitions, Noise Flash Distraction Devices, Pepperball Launching System, and Firearms in Correctional Facilities, HSB 15.02.11 Application of Force for Medical or Mental Health Reasons and HSB/TI 15.05.10 Psychiatric Restraint.

The RESPONDENT will provide sex offender screening and treatment services in accordance with HSB 15.05.03 Screening and Treatment for Sexual Disorder.

Mentally retarded inmates with minimal to mild impairment in ability to function within the general inmate population are assigned to institutions having impaired inmate services. Those with moderate impairment in functioning may be referred and assigned to a TCU.

Mental health staff shall keep track of all mentally retarded inmates so that continuity of care procedures can be undertaken at least 180 days before release (see TI 15.05.18). Mental health services for inmates identified as mentally retarded will be provided in accordance with TI 15.03.25., Impaired Inmate Services.

Inmates who reach end-of-sentence and who continue to suffer from a mental illness and present a danger to self or others may require inpatient care after release from the DC. It may be appropriate, therefore to initiate Baker Act (judicial commitment) proceedings prior to the inmate's release. Baker Act commitment proceedings may only be initiated at CMHI units or a CSU. Where appropriate, mental healthcare staff at other facilities shall immediately transfer patients who require inpatient care and are approaching end-of-sentence (EOS) to a CSU. The inpatient units shall pursue civil commitment to a mental health receiving facility in accordance with HSB/TI 15.05.05. For emergent cases when the inmate patient may present a danger to self or others due to mental illness upon EOS and there is insufficient time for hospital commitment proceedings, the clinical staff shall initiate a 72 hour involuntary examination under the Baker Act. The inmate patient will be transported to the nearest Baker Act Receiving Facility for evaluation.

The required procedure to be followed by RESPONDENT's staff in aftercare planning for mentally retarded inmates who will need outpatient care is as follows:

A continuity of care plan shall be developed for each mentally retarded inmate being released from the DC. Mental health staff shall track (via OBIS) the expiration of sentence of such inmates so that aftercare planning can commence not later than 180 days prior to EOS. Inmates with mental retardation shall be provided outpatient follow-up through the Agency for Persons with Disabilities (APD). The case manager will initiate referral to the appropriate APD district program office at least one hundred fifty (150) days before EOS and provide the following:

- a) Name of the inmate and the community where s/he intends to reside.
- b) Inmate's expected date of release.
- c) Qualifying disability pursuant to Chapter 393, Florida Statutes.

The case manager shall ensure that the inmate understands how to apply for services and assists him/her in applying.

The required procedure to be followed by RESPONDENT's staff in aftercare planning for mentally disordered (versus mentally retarded) inmates who will need outpatient care is as follows:

- a) Initiate an OBIS referral to the Department of Children and Families' Circuit Aftercare Coordinator to coordinate aftercare planning with the community mental health center that will provide services to the inmate after release.
- b) Obtain a signed release of information form from the inmate to the Circuit Aftercare Coordinator and the appropriate community facility.
- c) Document all contacts as incidental notes on the DC4-642, Chronological Record of Outpatient Mental Healthcare and file correspondence in the Other Mental Health Related Correspondence section of the health record.
- d) Inform the inmate of his/her appointment verbally and in writing, and send a treatment summary to the community facility thirty (30) days prior to EOS. RESPONDENT shall comply with all HSB/TIs in providing aftercare planning for mentally disordered inmates.

Mental health staff is required to provide psychological evaluations for inmates referred by various program areas or by other correctional entities including the Florida Parole Commission and the Interstate Compact Office. The techniques used may vary depending on the nature of the evaluation and the referral question, but will generally require a record review and clinical interview (and may require psychological testing). Evaluations conducted for the Florida Parole Commission and the Interstate Compact

Office must be reviewed by the Regional Mental Health Consultant and coordinated with designated Central Office Mental Health staff.

A request for input from the institutional chaplain regarding an inmate's upcoming marriage may be referred. Any input should be strictly limited to the referral question.

Neurological emergencies, namely epileptic seizures and acute headaches, are not to be handled by mental health services and will be referred to the institutional medical staff.

Hunger strikes shall first be handled as a medical concern (Procedure 403.009) for which mental health staff may be consulted. If requested, the inmates' Senior Psychologist or psychiatrist will evaluate and render an opinion on the inmate's mental health status.

The DC utilizes a detailed record-keeping system to document delivery of services to inmates. Accurate and complete documentation will be expected of all mental health staff. This includes appropriate filing of all inmate records. Mental health records consist of the mental health section of the health record (green cover), the psychological record jacket (Form DC-761), and a computerized system which tracks inmate specific information including mental health services for all inmates statewide, the Offender Based Information System (OBIS). All mental health personnel shall attend a three-day course on utilization of OBIS. Failure to maintain OBIS accurately and promptly by not making all required entries will be considered non-compliance with contract terms and conditions for which breach may be declared.

For all appropriate mental healthcare provided, psychiatrists, psychologists, behavioral specialists, and nurses shall record all significant observations pertinent to inmate care and treatment at the time service is rendered. Chart entries are to reflect the Individualized Service Plan (ISP). An inmate's mental health record shall be reviewed each time s/he appears for a mental health encounter. The mental healthcare provider shall legibly document each entry using only a black ballpoint pen. The provider stamp shall be used following each entry. The provider stamp shall include the mental healthcare provider's name, title, and institutional identification.

Mental health programs in each institution shall maintain a set of logs. Details of the requirements for each log can be found in HSB 15.05.17. Logs may be maintained in written or electronic format. Failure to maintain logs as required will be considered non-compliance with contract terms and conditions for which breach may be declared.

There are a number of required forms that shall be utilized in delivery of mental health services at the institutions. Information regarding the types of forms and their location in the health record can be found in TI 15.12.03. Thorough and concise documentation is

an essential part of the clinical services provided to all inmates. All mental health providers shall become familiar with all forms including how to complete and to file the forms in the health record. Each entry must be legible and be dated, timed, signed, and stamped by the healthcare Provider.

Unless the inmate encounter is entered into OBIS by the practitioner during or immediately following the encounter, OBIS encounter forms shall be used to document all inmate encounters (and thus serve as a part of the record of care) and to track daily workload. Required OBIS entries are mandatory and must be made in a timely fashion.

All information entered into OBIS must correspond with the documentation recorded in the mental health record. Forms DC4-700M for Mental Health encounters and DC4-700B (male) and DC4-700C (female) for Medical encounters shall be used.

When an encounter form is used to document the inmate encounter, the information must be entered into OBIS within forty eight (48) hours of the inmate encounter. OBIS maintains numerous computer generated deficiency reports. The RESPONDENT shall run such reports at least weekly to identify any deficiencies in recording of information.

The Chronological Record of Healthcare (Form DC4-701) shall be used for documentation of outpatient medical care. "Seen in Mental Health" is usually the only entry documented on Form DC4-701 by mental health staff.

Every mental healthcare provider has the authority to identify and enter a mental health problem. The problem list (Form DC4-730) is to be updated on an ongoing basis as problems are identified. The RESPONDENT shall comply with TI 15.05.11 in identifying and documenting problems.

Problems that are resolved must be indicated on the problem list with date, signature, and stamp.

Any clinical contact with an inmate will require a progress note which shall be written in SOAP format on Form DC4-642 Chronological Record of Outpatient Mental Healthcare (sometimes referred to as mental health progress notes) and placed in the mental health section of the health record in reverse chronological order. Relevant clinical information stemming from other than a clinical encounter with the inmate, such as from contact with staff or significant others, shall be documented in an incidental note on Form DC4-642. The incidental note shall not be written in SOAP format. All progress notes whether incidental or SOAP must be dated, timed, signed, and stamped and, when indicated, cross-referenced to a specific problem from the Form DC4-730 Problem List.

All progress notes concerning outpatient mental healthcare, including incidental and SOAP notes, shall be made in the mental health section of the health record on Form DC4-642 Chronological Record of Outpatient Mental Healthcare.

Except for group therapy contacts, each clinical encounter shall be documented in SOAP format in the mental health section of the health record on Form DC4-642 Chronological Record of Outpatient Mental Healthcare as soon as possible, but not later than the date of the encounter. Group therapy contacts shall be documented with a SOAP note after the first group session, after the last group session, and on a monthly basis while the group is in progress. The monthly SOAP note shall include the ratio of attended versus scheduled sessions, the inmate's relative participation, and his/her progress toward ISP objectives. Documentation of relevant information from sources other than a clinical encounter shall be in the form of an incidental note, also on the DC4-642.

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

When an inmate reaches their end-of-sentence (EOS), the psychological record shall accompany the rest of the inmate's DC records to the DC archives repository at Reception and Medical Center. The same procedure as for institutional transfer shall be followed: the envelope should clearly indicate inmate name and number and that the information contained is confidential.

Staff shall routinely attempt to obtain records of past evaluation and treatment performed outside the Facility. Such attempts should be briefly documented as an incidental note, shall be filed under the Other Mental Health Related Correspondence subdivider, and an incidental note must be written on the Form DC4-642 to document the date that each inmate request was received and answered.

Discontinuance of outpatient care (e.g., case management, psychotherapy, pharmacotherapy) because it is no longer clinically indicated shall be documented on the Form DC4-661 Outpatient Treatment Summary, which must be prepared within the time frame specified in HSB 15.05.11 and TI 15.05.18. Inmate requests for mental health interviews shall be documented and filed. A stamped verification shall be placed on the Form DC4-642 by mental health support staff to document that the inmate request for interview was received, answered, and an appointment arranged.

Each documented contact in the mental health section made on the Form DC4-642 shall have a corresponding entry reading "Seen in Mental Health" on the Form DC4-701 located in the medical section of the healthcare record.

The RESPONDENT will use the DC's existing information systems (the Offender Based Information System or OBIS) to collect, store and report on daily Mental Healthcare operations. This includes, but is not limited to entering data, monitoring reports and screens, and auditing data for accuracy to keep current the Offender Based Information System (OBIS) – Health Services (HS) component, plus any other DC system or component developed for Health Services or any DC system or component deemed necessary for Health Services operations. Updates in OBIS shall be entered and completed within five (5) business days of any encounter.

The RESPONDENT will make available appropriate personnel for training in the DC's Office Health Services' component of the Offender Based Information System (OBIS-HS). Training will be provided by the DC and will be conducted at a designated site. Personnel required to attend include the Data Entry Operators and any personnel entering or assessing data in the OBIS-HS system. The RESPONDENT is responsible for payment of travel expenses for its employees. The RESPONDENT shall ensure that all applicable employees complete this training within the first ninety (90) days of the Contract. Arrangements for the training of new employees, as applicable, will be the responsibility of the RESPONDENT and may be arranged with assistance from the BUREAU. Failure of the RESPONDENT to provide sufficient personnel for training is not an acceptable reason for not maintaining OBIS information. The RESPONDENT will insure OBIS is utilized and maintained per TI 15.06.04.

The RESPONDENT shall comply with applicable continuing requirements as determined by the DC's Deputy Assistant Secretary of Health Services-Clinical for reports to and from the BUREAU, Correctional Medical Authority and the On-Site Contract Monitor.

The RESPONDENT will provide a quarterly report listing all RESPONDENT employed credentialed mental health providers to the On-Site Contract Monitor. This report will include the provider name, health care license type and status, job title, privileges granted, credentialing status, date started at the Facility and date no longer working at a Facility if the RESPONDENT employee during the reporting period.

The RESPONDENT will self-monitor compliance with the performance measures in agreed upon during negotiations. RESPONDENT shall provide one quarterly report indicating the compliance rates for each item. The report shall also note any steps taken to correct areas of service where the compliance rate falls below the threshold. This self-monitoring is in addition to the biannual performance measure monitoring to be

conducted by the BUREAU. This self-monitoring report will be due to the On-Site Contract Monitor no later than twenty-one days after the end of each quarter.

The BUREAU reserves the right to require additional reports, adhoc reports, information pertaining to Contract compliance or other reports or information that may be required to respond to grievances, inquiries, complaints and other questions raised by inmates, citizens, or other parties. The RESPONDENT shall submit the report or information in not less than seventy-two (72) hours after receipt of the request. When time is of the essence, the RESPONDENT will make every effort to answer the request as soon as possible so that the bureau can respond to the authority or party making the request.

The RESPONDENT shall develop the Performance Outcomes, Measures, and Standards and Other Contract Requirements categories which shall be used to determine RESPONDENT's level of compliance with contract terms and conditions. These Outcomes and Standards will be identified and agreed upon during negotiations.

By execution of this Contract, the RESPONDENT hereby acknowledges and agrees its performance under the Contract shall meet the standards set forth below.

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

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

6.30 PHARMACY SERVICES

The RESPONDENT shall provide sufficient controls over both its contracted and employed physicians/psychiatrists to be able to ensure strict adherence to the DC's drug formulary. Compliance with the DC's Drug Exception Request (DER) policy is required prior to prescribing any non-formulary medications. Subsets or restricted use of the DC's formulary that effectively limit, in any manner, the use of the DC's formulary

are prohibited. Additionally, all medications shall be prescribed appropriately as indicated in the current edition of Drug Facts and Comparisons and the most recent Physicians' Desk Reference. RESPONDENT shall not prescribe non-therapeutic doses, or change, increase or decrease medication or dosages without providing ample time for the medication to take effect as provided for in the package insert. If this occurs, the RESPONDENT will be considered non-compliant with the provisions of care in the Contract. Should there be a requirement for use of a non-therapeutic dosage or the need to prematurely change medication or dosages, there must be appropriate clinical justification documented in the chart as well as adherence to the DER process to gain approval. Practitioners' prescribing practices will be tracked monthly and reported by the RESPONDENT. Prescribing practices will also be monitored for performance measure compliance.

The RESPONDENT shall provide Pharmacy Services and such services will be performed in strict compliance with applicable Florida Statutes, Florida Board of Pharmacy Rules, Federal Drug Enforcement Administration Rules, the DC's policies and procedures and all other applicable rules and regulations referenced herein.

The Pharmacy shall be permitted to provide all pharmacy services for medication distribution at the Facility as required by Chapters 465 and 893, Florida Statutes. This may be effected by utilizing on-site pharmacies, mail order pharmacies or any pharmacy process meeting the requirements in this section.

The RESPONDENT shall establish a Facility Pharmacy and Therapeutic Committee that shall make determinations regarding pharmacy services provided by RESPONDENT.

The RESPONDENT shall provide coverage on-site or on-call by a licensed pharmacist 24 hours a day, 7 days a week. Each pharmacist performing services under the Contract shall be reachable by beeper.

The RESPONDENT shall provide, furnish and supply pharmaceutical and drugs to the Facility utilizing a "unit dose" method of packaging. A unit dose system shall provide a method for the separation and identification of drugs for the individual resident or patient. Unit doses of medication to be administered by nursing staff are to be provided in a patient specific format. A medicinal drug dispensed in a unit dose system by a pharmacist shall be accompanied by labeling. The requirement will be satisfied if, to the extent not included on the label, the unit dose system indicates clearly the name of the resident or patient, the prescription number or other means utilized for readily retrieving the medication order, the directions for use, and the prescriber's name.

The RESPONDENT may provide liquid psychotropic medications in unit doses, individually labeled, with manufacturer, lot number, expiration date and date packaged

listed. If the RESPONDENT utilizes pill form psychotropic medications, the necessary precautions must be taken to prevent inmate “cheeking” or other means of retaining medications without ingestion.

The RESPONDENT shall strictly comply with the DC’s formulary in all cases unless the DC approves a medication exception request. Please see Attachment D for DC’s formulary.

The RESPONDENT shall provide other medications in liquid unit dose properly labeled as specified by the CHO. The RESPONDENT shall provide injectable medications as required

The RESPONDENT shall provide hypodermic supplies to include needles and syringes and disposal containers that are tamper proof and puncture resistant. The RESPONDENT shall be responsible for appropriate disposal and/or destruction of needles and syringes with documentation. The Department suggests consulting with county and state health officials for sharps/sharps container disposal policies and procedures.

In accordance with all governing DC rules and regulations, the RESPONDENT shall provide and fill all prescriptions for inmates leaving on writ or discharge for a maximum of thirty (30) days or in sufficient quantity to complete the current prescription. In no event shall an inmate on maintenance medications be released or sent to another facility without at least seven (7) days supply of such medication. The medication should be provided to the transferring officer along with the transfer summary.

The RESPONDENT shall properly package all medications in light- and/or humidity-resistant containers as appropriate.

The RESPONDENT shall maintain copies of all prescriptions issued to inmates in a permanent file on-site for a period of three (2) years from the date of last entry in the profile record in compliance with Chapters 465.0155, 465.022 Florida Statute. This record may be a hard copy or a computerized form. Copies will be provided to the DC upon request.

The RESPONDENT shall in compliance with 465.005, 465.0155, 465.022 FS record and maintain all transactions with the automated pharmacy in a readily retrievable manner. The record shall be available to an authorized agent of the Department of Health or the Board of Pharmacy. (c) The record shall include:

1. Name or identification of the patient or resident.
2. Name, strength and dosage form of the drug product released.
3. Quantity of drug released.
4. Date and time of each release of a drug.

5. Name of provider pharmacy.
6. Prescription number or order number.
7. Name of prescribing practitioner.
8. Identity of the pharmacist who approved the prescription or order.
(initials print on the label)
9. Identity of the person to whom the drug was released.

The RESPONDENT shall maintain appropriate documentation including, but not limited to, inventory records, controlled drug perpetual inventory, patient profiles and cost data for financial records. All documentation shall be made available for review by the Warden and the DC's Office of Health Services' Director of Pharmacy, or designated representatives of the BUREAU.

The RESPONDENT shall package non-controlled, non-abusable medications in not more than a month's supply as directed by the Facility's CHO. If the quantity is larger than 120 tablets, the supply shall be dispensed not to exceed 120 tablets with appropriate refills.

The RESPONDENT shall document and maintain a medication administration record to include all information contained on the prescription label and the name of the practitioner who prescribed the medication.

The RESPONDENT shall perform in-service training for staff according to a schedule mutually agreed upon and approved by the DC.

The RESPONDENT shall provide a licensed pharmacist to perform third party drug utilization reviews as requested by the DC's Clinical Quality Management Committee.

The RESPONDENT shall provide a licensed consultant pharmacist to conduct monthly inspections of all facility areas where medications are maintained. Inspection shall include, but not be limited to, the expiration dates, storage and a periodic review of medication records. The consultant pharmacist's monthly inspection report shall be completed. One copy shall remain in the pharmacy and a second copy shall be sent to the DC's Director of Pharmacy.

The RESPONDENT shall provide a Pharmacist to serve as chairperson of the Facility's Pharmacy and Therapeutics Committee and to consult on-site and by telephone with the CHO and staff as requested.

6.31 LABORATORY SERVICES

The RESPONDENT shall provide Laboratory Services for all medically necessary and appropriate diagnostic laboratory procedures in accordance with the requirements set forth below:

All STAT laboratory work shall be performed at a local hospital or accredited laboratory nearest the Facility. Results shall be telephoned immediately to the requesting physician and a written report shall follow within 24 hours.

Non-urgent laboratory services may be provided to the Facility by the DC's laboratory services contracted provider or by the RESPONDENT under a written arrangement. The most cost-effective process may be utilized subject to prior Office of Health Services' approval. However, the subcontracted laboratory must be in compliance with all applicable requirements of Chapter 483, Florida Statutes, and the ACA Standards as described herein. If the RESPONDENT provides any in-house laboratory testing, it must also be in compliance with the appropriate provisions of Florida law. If only waived tests are conducted, the RESPONDENT must obtain a Certificate of Exemption from the Agency for Healthcare Administration.

Services shall include, but not be limited to:

- I. Laboratory supplies and required equipment (i.e., centrifuges).
- II. Pick-up and delivery on a daily basis, or as needed Monday through Friday.
- III. Printer installed at the Facility, to provide test results (FACSIMILE NOT ACCEPTABLE).
- IV. Immediate telephone contact with written reporting capability within 24 hours.

The RESPONDENT will provide a physician/ARNP who shall check, initial and date all laboratory results within an appropriate time, not to exceed 24-hours (weekends excluded) to assess the follow-up care indicated and to screen for discrepancies between the clinical observations and the laboratory results. In the event that the laboratory report and the clinical condition of the patient do not appear to correlate, it shall be the responsibility of the physician to make a clinical assessment, and to provide appropriate follow-up, which shall include reordering of the lab tests.

6.32 RADIOLOGY SERVICES

The RESPONDENT shall provide Radiology Services for all medically necessary and appropriate diagnostic X-ray procedures, subject to the prior approval of the DC's Office of Health Services. All services shall be provided in accordance with applicable state and local regulations for equipment and personnel licensure.

The RESPONDENT shall ensure that X-ray films are read by a radiologist. The radiologist shall call the Facility CHO/ARNP with any report requiring immediate intervention. The RESPONDENT shall ensure that a written report, on the appropriate DC form, is forwarded as required. All emergency X-rays that are required at times

other than normal working hours shall be performed at a local facility. A physician shall review, initial and date all X-ray reports within a reasonable time.

6.33 INMATE PROGRAMMATIC SERVICES

The RESPONDENT shall provide proposed evidence-based programs that have the objective of reducing recidivism by assuring the successful reintegration of the inmates back into society upon release from incarceration. Such services shall be initiated upon the Service Commencement Date, that will be maintained continuously and will be certified by the appropriate governing agency(ies). Teachers' and instructors' credentials must meet or exceed all applicable requirements of Florida Law. The inmate participation requirements set forth in the RESPONDENT's proposal and accepted during negotiations shall be reevaluated annually and adjusted as necessary by mutual agreement of the parties through an addendum to the Contract. Any reduction in inmate participation requirements shall be accompanied by a corresponding reduction of the per diem rate.

All programs shall be evidence based and shown through current research to successfully reduce recidivism. Evidence-based interventions and practices have been independently evaluated using sound methodology, including, but not limited to, random assignment, use of control groups, valid and reliable measures, low attrition and appropriate analysis. Such studies should provide evidence of statistically significant positive effects of adequate effect size and duration for the intended population. In addition, there will be evidence that replication by different implementation teams at different sites is possible with the same positive outcomes. Some interventions and practices meet some, but not all of the above criteria, and pending further research, may be considered "promising". All programs should address specific issues, tasks and skills to be mastered at each stage, to include, but not be limited to, developing job skills, addressing educational deficiencies, addressing denial and to confront the consequences of their substance abuse; identifying self-defeating thoughts and patterns of behavior, learn coping and stress management skills, and developing and identification with a crime-free lifestyle; altering self-defeating thoughts and behavioral patterns, and acknowledging personal responsibilities. Reintegration involves programs targeted at providing inmates the tools to effectively reenter society and become productive members of our communities. Programming should involve a comprehensive case management approach, and assist offenders in a variety of needs. These needs can include drug treatment, vocational training, educational enhancement, and life skills. Many of the inmates sent to the facility will have a substance abuse history and a significant need for treatment. The substance abuse programs offered by the vendor should be the equivalent to the programs offered by the DC. DC's Substance Abuse Program staff may provide oversight of any substance abuse program offered by the Contractor. RESPONDENT's proposal will include a proposed

list of programs, with a corresponding description of the curriculum and citations for academic journals substantiating the program's effectiveness. Each inmate shall have a reentry plan to include a comprehensive assessment of the inmate's needs and how these needs will be met with the facilities programming. This plan will be kept in the inmate's file and reviewed twice yearly with the review documented.

In addition, the RESPONDENT may utilize volunteers for programs that will contribute to leisure time, religious educational programs, or that in the RESPONDENT's judgment may contribute to inmates' adjustment in the Facility or upon release. Volunteers shall be screened according to the established DC policy. RESPONDENTS shall develop their own volunteer policy for review by the evaluation committee. Respondents will be permitted to submit revised plans prior to contract execution as necessary to accommodate changes required by the DMS or DC. All required plans will be reviewed annually and updated as needed. Documentation of review will be provided annually to the On-Site Contract Monitor. Changes to plan require written permission by the BUREAU Chief. The Department reserves the right to require changes to plans submitted in response to this ITN during negotiations and/or prior to the Service Commencement Date.

All inmate programs are subject to reporting requirements of the state and federal government. All programs must be offered on a continuous basis. Teacher/instructor ratios are to be in accordance with best practices to accomplish this goal, and once approved are subject to the vacant positions requirements of the Contract. The RESPONDENT shall propose, achieve and maintain performance measures and goals, for these programs as stated in the ITN and Contract and shall provide the BUREAU with a monthly status report indicating whether the programs' goals have been met or the reason why the goals have not been met. This report shall include the number of GED certificates earned, number of vocational programs completed, number of reentry plans completed and reviewed, and/or other information as developed by the BUREAU or the On-Site Contract Monitor.

Types of program services to be provided include, but are not limited to the following:

- I. Vocational Programs that are specialized to meet current needs of the Facility and or the DC. The vocational program will be designed to impart knowledge and develop skills that are essential for success in meeting the needs of the inmates, the Facility and/or the DC, with adequate experience to enable the inmate to obtain employment upon release. Actual work-based projects are to be included in the learning activities. Vocational programs must have specific performance measures: number enrolled, number participated, number completed, number certified, etc., with the goal of placing as many inmates as feasible in apprentice-type job programs to benefit the state and maintain

security in the Facility. The custody level of the inmate is to be a consideration in establishing and assigning inmates to vocational programs. The program may include subcontractors to accomplish the program goals. Programs should be in areas recommended as a 'workforce need' as established by the Department of Labor or the Agency for Workforce Innovation. The DMS suggests that RESPONDENTS review DC's Career & Technical (CTE) Course List for recommended courses.

II. Release Preparation or Pre-Release classes or seminars emphasizing resources in the community to aid in transition. These resources should include information on obtaining birth certificates, copies of social security cards, obtaining a driver's license or photo identification card, applying for food stamps, workforce services, child support issues, etc. Proposal should include recommended curriculum or seminar opportunities for community experts to speak to the inmates and provide direction and guidance during their transition.

III. Intervention classes to offenders with violent histories at a minimum of two (2) times per year, and more often if the population turnover warrants. These classes may be included with Life Management skills classes. Cognitive behavior and self-help programs are encouraged.

IV. Religious Services shall be made available to all inmates who wish to participate in accordance with the ACA Standards and the United States Constitution. Services may be provided by a Chaplain(s) hired by the RESPONDENT, or by qualified volunteers. If the RESPONDENT chooses to depend upon volunteer services and said services prove to be inadequate to meet the needs of the inmates as determined by the BUREAU, then the RESPONDENT shall hire one or more Chaplains at no additional changes in the per diem rate.

V. Organized weekly religious services shall be offered. Volunteers from the community may be utilized to assist in offering a variety of religious programs. Religious activities must be afforded in accordance with applicable federal and state laws. Pastoral qualifications of employees or volunteers in this program must meet the minimum qualifications required by the DC.

VI. Wellness Program which includes indoor and outdoor recreation and leisure time programs for the inmates in compliance with the applicable and corresponding Constitutional standards and the ACA Standards.

VII. Substance Education Abuse Program that provides individual and group counseling for inmates that complies with the ACA Standards and includes Mental Health Care and Crises Intervention Services, etc.

VIII. Program Vacancies: It is understood and agreed that from time to time a vacancy may occur in a program slot required by Section 6.34. For purposes of this ITN, a vacant slot occurs when the inmate assigned to the program has transferred, refused to participate, has deceased, or is reassigned to another program. A vacant slot also includes an inmate assigned to the program but due to his circumstances cannot benefit from the programming. Examples include providing transition services to an inmate serving a life sentence with no possibility of parole, or providing pharmacy technician training to an inmate with an extensive criminal history of drug abuse. A vacancy does not occur when an inmate is temporarily absent due to illness, classification appointments, or other temporary leave conditions. In the case of a vacancy, the RESPONDENT may arrange for the service to be provided to another inmate, so long as the service is provided to an inmate with standing to benefit from the program.

The RESPONDENT agrees to exercise due diligence to attempt to fill any vacant programming slots immediately upon the date which the slot becomes vacant. If the RESPONDENT anticipates a problem in filling a vacant slot, the RESPONDENT must request a waiver from the BUREAU. The request shall be submitted to the BUREAU Chief through the BUREAU's On-Site Contract Monitor. The BUREAU shall respond to any such request within three (3) working days. Slots not filled with eligible inmates will incur program vacancy deductions until the slot is filled. A list of inmates participating in the programming, a list of program slot vacancies, along with class sign-in sheets must be provided to the BUREAU's On-Site Contract Monitor to be included on the monthly program vacancy report submitted to the BUREAU. The BUREAU shall adjust the Invoice Payment under Section 6.06 accordingly. This adjustment shall not be considered a form of liquidated or actual damages, but is a withholding of payment for a service not provided.

As long as the RESPONDENT has exercised and continues to exercise due diligence to fill a programming slot, the fact that the slot remains open shall not constitute an Event of Default, but if the RESPONDENT has less than the required number of inmates participating in programming for more than the thirty (30) day allowance, deductions for program vacancies will be made from the monthly per diem and the amount per inmate per day to be agreed upon during negotiations.

As long as the RESPONDENT has exercised and continues to exercise due diligence to fill a programming slot, the fact that the slot remains open shall not constitute an Event of Default, but if the RESPONDENT has less than the required number of inmates participating in programming for more than the thirty (30) day allowance, deductions for program vacancies will be made from the

monthly per diem and the amount per inmate per day to be agreed upon during negotiations.

6.34 PROGRAM PLAN

Respondent shall provide as part of its Proposal a plan for providing programming to inmates ("Program Plan"), to be initiated upon the Service Commencement Date, that will be maintained continuously and certified by the appropriate governing agency(ies). The RESPONDENT shall include in its Proposal a list and complete description of all programs (Behavioral, Vocational, Academic and Substance Abuse) to be provided to the inmates. Please see requirements for description in Section 6.33. All programs are subject to reporting requirements of the state and federal government. All programs described in the RESPONDENT's proposal must be offered on a continuous and continual basis. Teacher/instructor ratios are to be reasonable to accomplish the goal, and, once approved, are subject to the vacant positions requirements of the Contract. The RESPONDENT shall achieve and maintain performance measures for these programs established during negotiations and shall provide the BUREAU with a monthly status indicating whether the programs' goals have been met and, if applicable, the reason why the goals have not been met.

Education Programs shall be in compliance with the ACA Standards. "Participating" shall mean "the inmate is actively attending specified program." Proposal will include the proposed number of programming slots and whether program will be offered on a full-time or part-time basis.

At all times during the course of the contract, RESPONDENT agrees to maintain inmate participation in behavioral, academic, vocational, and substance abuse programs at the Facility at the participation percentage level identified above.

For example, assume a correctional facility currently has a maximum occupancy of 1,000 inmates and currently 200 inmates per day, Monday through Friday, barring recognized holidays, are enrolled in and participate in programs offered by the RESPONDENT. The facility undergoes an expansion that results in the facility having a maximum occupancy of 1,200 inmates. Under the Contract provision, the RESPONDENT would now have to maintain inmate enrollment and participation in such programs at 240 inmates per day, Monday through Friday, barring recognized holidays.

If inmates in the facility cannot participate in the programs identified in this section because they are not eligible, do not participate in such programs because they refuse to participate or do not complete the programs for which they are enrolled and have participated in, the RESPONDENT shall provide this information to the On-Site Contract Monitor for inclusion in the Security and Institutional Operations Report ("Report") submitted monthly by the On-Site Contract Monitor to the BUREAU. With regard to

inmate enrollment, participation, and completion in the programs at issue and the need to accurately account for inmate participation and completion in these programs, the Report will account for inmate program participation and completion and shall at a minimum provide information that includes the inmate's name, the inmate's DC Number, and a description of the ineligibility of the inmate to participate in or the inability to complete the program(s) or the facts surrounding the inmate's refusal to participate. Further, it is understood that inmates who are enrolled in and are actively attending a program may have occasional absences due to legitimate reasons including, but not limited to, health reasons, court appearances, recognized holidays, etc. Such absences shall be noted in the Report.

The information provided by the RESPONDENT to the On-Site Contract Monitor regarding inmate participation in and completion of these programs shall be provided in sufficient detail to enable the BUREAU to appropriately audit and monitor the RESPONDENT's compliance with this provision. Inmate eligibility to participate in such programs shall ultimately be determined by criteria established by the DC.

6.35 INMATE LAUNDRY AND CLOTHING

The RESPONDENT will furnish uniforms, including shoes, for inmates that will be properly sized and fitted, climatically suitable, durable and presentable. Respondent will comply with DC's Notice of Instruction 1-071 "Inmate Health and Comfort Items – Issuance." The RESPONDENT will provide laundry services and clothing in compliance with the applicable and corresponding Constitutional standards and the ACA Standards to include, but not be limited to the following:

- Regular changes of clothing;
- Toothbrush & toothpaste;
- Disposable razor (except where prohibited);
- Bath soap;
- Toilet paper;
- Specialized clothing for inmates who are involved in activities such as food service, maintenance; and
- Clean bedding and linen.

6.36 INMATE COMPENSATION

Some inmates employed in selected jobs are paid for their labor. Wages should be deposited to the inmate's account and a portion of earnings be returned to the State to

offset part of the cost of incarceration. Distribution of inmate earnings will continue to accrue to either the inmate or the State and the RESPONDENT will have no claim to any part of inmates' earnings. The RESPONDENT shall comply with Florida Statutes regarding inmate earnings distribution.

6.37 LIBRARY

The RESPONDENT shall provide an inmate law library in compliance with the Florida Administrative Code 33-501.301, DC's Policy 501.301, and ACA Standards. The institution librarians shall conduct an annual inventory of their collections and report any missing items. This report will be submitted to the DC's Library Services Administrator and the On-Site Contract Monitor. This yearly report for the law library will include a list of missing items that and a list of items on the shelf that are not included on the inventory form. The yearly report is due by July 15 yearly. The monthly law library report from the Facility shall include the number of library requests, number of requests completed, number of requests denied, number of library visits in confinement, days and hours the law library was open to inmate use, circulation of law library materials, volume of legal services provided to inmates, number of assigned inmate law clerks, and legal materials added to the law library collection during the month. Library reports will be submitted monthly to the On-Site Contract Monitor and the DC per DC Procedure 501.301. The Law Library at the Facility will be designated as a major collection. This report will be submitted by the tenth (10th) day of each calendar month for the previous month's activities. A "Law Library Report for Major and Minor Collections," DC5-147, and "Monthly Accession Report for Law Library Collections," DC5-145, will be used to submit the monthly report for the law library.

The RESPONDENT will provide a general library for inmate use. A monthly report in compliance with DC policy 501.310 will be submitted monthly to the DC's Library Services Administrator and the On-Site Contract Monitor. This report will include total operating time, circulation and usage by inmates and staff, educational/informational programming, and library collections. A "General Library Report," DC5-144, will be used to submit the monthly report of the general library usage.

6.38 ACCESS TO COURTS

The RESPONDENT shall provide inmates access to courts in compliance with the ACA Standards and the United States Constitution.

6.39 RESPONDENT STAFFING REQUIREMENTS

I. The RESPONDENT shall provide sufficient, qualified personnel to oversee and carry out the required operations of the Facility as specified in this ITN and in accordance with ACA Standards. The RESPONDENT shall maintain a file containing job descriptions for each position contained within the staffing pattern.

All security posts will have a post order with sufficient detail to insure the security person filling the position can accomplish all tasks. Job descriptions will be reviewed annually. Documentation of review and any suggested revisions will be submitted to the On-Site Contract Monitor with all revisions being approved by the Bureau Chief. Correctional officer certification standards are established by the Florida Department of Law Enforcement, who oversees several academies across the state. Please contact the appropriate academy for their costs and application process. The RESPONDENT will provide updated information on the Automated Training Management System (ATMS). All terminations for cause will have appropriate comments added to the termination reason in the ATMS. For a list of certified criminal justice training facilities please see the following webpage: http://www.fdle.state.fl.us/cjst/Training_Resources/training_centers.html

II. Equal Employment Opportunity: The RESPONDENT shall provide written procedures on recruitment and selection of both objective and subjective merit principles. Recruitment and selection shall be done without regard to age, race, color, sex, religious creed, national origin, political opinions, or affiliations, marital status or handicap, except when such requirement constitutes a bonafide occupational qualification necessary to perform the tasks associated with the position, equal opportunity practices relating to recruitment, examination, appointment, training, promotion, demotion, compensation, retention, discipline, separation, or other employment practices. The RESPONDENT is responsible for maintaining records as required by the Federal Equal Opportunity Act.

III. Vacancies: It is understood and agreed that from time to time a vacancy may occur in staff positions required by the staffing pattern. For purposes of this ITN, a vacant position is occurs when the employee assigned to that position has resigned, been terminated, has deceased, or is reassigned to another position. A vacant position also includes a staff position that is filled with a person who does not possess the training, licensure or credentials required to perform the function. A vacancy does not occur when an employee is temporarily absent due to vacation, sick leave, or other temporary leave condition. In the case of a vacancy, the RESPONDENT may arrange for the service to be provided by another appropriately qualified employee, subject to the overtime restrictions in Section 6.21, so long as the service is actually provided on the shift or during the hours.

The RESPONDENT agrees to exercise due diligence to attempt to fill any vacant security positions within thirty (30) days of vacancy and to fill any non-security positions within forty-five (45) days after the date upon which the position becomes vacant. If the RESPONDENT anticipates a problem in filling a vacant position within the thirty (30) day allowance for security positions or the forty-five

(45) day allowance for non-security positions, the RESPONDENT must request a waiver from the BUREAU, to be reviewed on a case-by-case basis to fill a position with contracted staff. The request shall be submitted to the BUREAU Chief and the BUREAU's On-Site Contract Monitor. The BUREAU shall respond to any such request within three (3) working days. Positions not filled with permanent employees or contracted staff will incur vacancy deductions until the position is filled. A list of vacant positions along with position control documentation must be provided to that effect to the BUREAU's On-Site Contract Monitor to be included on the monthly vacancy report submitted to the BUREAU. Where contracted staff is utilized, the RESPONDENT must submit the invoice relative to payment for such contracted staff, reflecting dates of service and costs, to the BUREAU's On-Site Contract Monitor along with the position control documentation. The RESPONDENT shall also submit documentation of any use of overtime to fill vacant positions after the specified times. The BUREAU shall adjust the Management Payment under Section 4.03 accordingly. This adjustment shall not be considered a form of liquidated or actual damages, but is a withholding of payment for a service not provided.

As long as the RESPONDENT has exercised and continues to exercise due diligence to fill a position, the fact that the position remains vacant shall not constitute an Event of Default, but if the RESPONDENT has less than the required number of employees for more than the specified time, deductions for vacancies will be made from the monthly per diem paid by the BUREAU using the 365-day method inclusive of benefits, until such time as the position is filled permanently or with contracted staff.

Currently, the turnaround time for receiving reports from FDLE is less than two days. The DMS's turnaround time depends on several factors. If the reports contain no negative information, the facility is notified the same day the report is read. However, if there is negative information, the facility is contacted the same day with a request for additional information. The facility shall contact the applicant and request that this information be sent to the facility. The facility, in turn, can fax or email the requested documentation to the Department. Within one (1) to two (2) business days of receiving the documentation from the facility, the Committee meets to decide employment eligibility and make a recommendation to the Bureau Chief. Facilities are notified the same day the Bureau makes its final determination by the Bureau Chief.

IV. Staff Health Requirements: The RESPONDENT shall have all staff tested annually for Tuberculosis, and inoculated for Hepatitis B per the DC's Blood Borne Pathogens Manual and applicable ACA Standards.

V. Minimum Required Staffing Positions: As provided by ACA.

a) Staffing Qualifications: All required personnel documentation including certifications shall be maintained at the Facility. This documentation will be made available to the On-Site Contract Monitor upon request.

b) RESPONDENT Staff Conduct: The RESPONDENT shall ensure that all staff adheres to the following requirements for conduct:

The RESPONDENT or staff shall not display favoritism to or preferential treatment of, one inmate or group of inmates over another.

The RESPONDENT or staff shall not display any favoritism or preferential treatment to family, friends of employees or inmate family members.

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

Unless approved in writing by the Contract Manager, the RESPONDENT or staff shall have no outside contact (other than incidental contact) with an inmate residing at the Facility or their family or close associates, except for those activities which are approved as part of the contract and part of the employee's job description. Any violation of this may be terms for dismissal.

The RESPONDENT or staff shall not engage in any conduct which is criminal in nature or which would bring discredit upon the RESPONDENT or the BUREAU. In providing services pursuant to this ITN, the RESPONDENT shall ensure that their employees avoid both misconduct and the appearance of misconduct. If an employee is arrested, the RESPONDENT will notify the On-Site Contract Monitor immediately. The employee will be responsible for providing the probable cause affidavit of the arrest to the On-Site Contract Monitor who will forward it to the Bureau. The Personnel Review Committee will meet within three (3) days to determine whether employee may continue reporting for duty at the facility. Employees who are under the court's jurisdiction may not be able to be employed in positions with inmate supervisory responsibility. The Bureau will make the final determination of whether employee will be permitted to continue reporting to the facility in their position.

Any violation or attempted violation of the restrictions referred to in this section regarding employee conduct shall be reported by phone and in writing to the Contract Manager and the Warden, including proposed corrective action to be taken by the RESPONDENT. Any failure to report a violation or take appropriate disciplinary action against the offending party or parties shall subject the RESPONDENT to appropriate action, including, but not limited to, termination of the Contract.

The RESPONDENT shall report any violations detailed above and any other incident requiring investigation by the RESPONDENT in writing to the On-Site Contract Monitor within 24 hours of the RESPONDENT'S knowledge of the incident.

The RESPONDENT shall provide their employees with a copy of these standards of employee conduct and document receipt of such notification in the employee's personnel file.

c) Criminal History Check: In accordance with Section 110.1127, Florida Statutes "Each employing agency shall designate those employee positions that, because of the special trust or responsibility or sensitive location of those positions, require that persons occupying those positions be subject to a security background check, including fingerprinting, as a condition of employment." The operation of a correctional facility is a highly important and highly sensitive function of state government. The integrity, safety, and security of a correctional facility are dependent upon the integrity, responsibility, and reliability of its staff. Therefore, the DMS requires all individuals seeking employment at private correctional facilities to submit fingerprints for a background investigation to be conducted to determine eligibility for employment. Fees associated with the background checks will be the RESPONDENT's responsibility.

As part of the pre-employment criminal history check, the RESPONDENT shall subject its officers, employees or agents, and any subcontractor or subcontracted staff performing operational and/or management services at the Facility, at the RESPONDENT's expense, to a Florida Department of Law Enforcement (FDLE) Florida Crime Information Center/National Crime Information Center (FCIC/NCIC) criminal history check. Random criminal history checks may be conducted at any time during the contract period. In order to carry out this criminal history check, the RESPONDENT shall submit to the BUREAU, prior to commencing services and upon request, the following data for any individual Respondent or subcontractor's staff assigned to the contract: Full Name, Race, Sex, Date of Birth, Social Security Number, Driver's License Number and State

of Issue, and fingerprint cards. The BUREAU has full discretion to require the RESPONDENT to disqualify, prevent, or remove any staff from any work under the Contract. The BUREAU is under no obligation to inform the RESPONDENT of the records check findings or the criteria for disqualification or removal.

The RESPONDENT shall screen all potential employees through referral, employment and background checks prior to the individual providing services, custody, control or supervision to inmates as directed by the Contract. This screening shall include but not be limited to employment history, academic/vocational achievement, references, organizational affiliations and any certifications or licensures.

The RESPONDENT shall require that all current and potential employees provide the details of any and all criminal background information. The employee will provide all court disposition documents to the Bureau for employment determination. The RESPONDENT will not employ any person who has not been approved by the BUREAU for employment. The RESPONDENT shall not assign or employ personnel to provide any services pursuant to this ITN who were convicted of a felony unless approved in writing by the BUREAU.

The RESPONDENT shall ensure that the BUREAU is provided the information needed to conduct the NCIC/FCIC criminal history check prior to any new Respondent or subcontractor staff being hired or assigned to work under the Contract. The RESPONDENT shall not offer employment to any individual or assign any individual to work in accordance with the Contract, who has not had an NCIC/FCIC criminal history check conducted and employment approved by the BUREAU.

The RESPONDENT shall not hire any individual to provide services as described in the Contract who has been barred from any BUREAU, DC or other criminal justice facility. The RESPONDENT shall immediately report to the BUREAU any new arrest, criminal charges or convictions of any current officer, agent or employee performing services under the Contract.

6.40 RECORDS AND DOCUMENTATION

I. Records Maintenance: The RESPONDENT will provide a records and reporting system both manual and computerized, for Facility operations that includes the list below and is compatible with that used by the DC. Further, the RESPONDENT's system will be in compliance with federal, state, and local laws governing confidentiality and will identify and limit those persons who have control or access. The system will provide for the following:

- a) Provision of all reports and records necessary for monitoring of any court-ordered compliance.
- b) Maintenance of an individual custody record on each inmate that includes, but is not limited to, personal data, personal inventory receipts, disciplinary action reports, incident reports, release information, reentry plan, classification and counseling records, dental, psychiatric and medical records;
- c) Signed release of information forms;
- d) Appropriate transfer documentation as to legal authority to accept the inmate;
- e) Referrals to other agencies;
- f) Confidentiality and safeguarding of case records to ensure against unauthorized and improper disclosure;
- g) Maintenance of records and reports; and
- h) The retention and storage of logs and records in a manner consistent with DC policy and Florida law.

II. Management Information System: The RESPONDENT shall install a fully compatible electronic data processing (EDP) System to Access the Florida Offender Based Management Information System (OBIS) for information purposes with regard to inmate transfer, inmate financial records, and classification and health services. The RESPONDENT will provide a system necessary to meet their own internal needs to include, but not limited to, general office automation and access to any unique "corporate" systems beyond office automation. The RESPONDENT will provide network connections to these systems as well as the Internet. A server, printers, workstations, switches and WAN/LAN wiring are the responsibility of the RESPONDENT. RESPONDENT will provide the On-Site Contract Monitor with access to personnel systems to ensure contract compliance to Section 6.39.

Workstations must conform to Department standards such as Windows XP SP2, MS Office 2007, IE 7, viral protection software and 3270 emulation. RESPONDENT employees can connect to the DC's Offender Based Information System (OBIS) through the workstations once approved by the DC's Bureau of Technology Services. The DC will supply a router to the RESPONDENT's corporate office that will facilitate a VPN connection to OBIS. Approved RESPONDENT employees will be granted restricted access to OBIS through the Department's security management system and access request process. The RESPONDENT will purchase the VPN connection from Florida's Department of Management Services. RESPONDENT will provide the On-Site Contract Monitor with a computer and workstation.

6.41 DELIVERABLES

To operate a 2,000 bed, adult male, medium/close custody level secure correctional facility. All other details concerning deliverables will be discussed during negotiations.

6.42 GENERAL REPORTING REQUIREMENTS

RESPONDENT shall provide to the On-site Contract Monitor samples of new or revised reporting requirements it utilizes in the performance of its obligation under the Contract. Further reporting requirements will be discussed during negotiations.

6.43 ON-SITE CONTRACT MONITOR

The On-Site Contract Monitor or the BUREAU designee will be the official liaison between the BUREAU and the RESPONDENT. All official communications shall take place between the On-Site Contract Monitor and the RESPONDENT, unless the BUREAU directs otherwise. All other communication between the BUREAU's employees and the RESPONDENT shall be managed according to policies adopted by both parties. The RESPONDENT shall make work space available at the Facility to the On-Site Contract Monitor, which must be approved by the BUREAU Chief. We estimate the annual salary to be approximately \$43,000. Plus benefits, the total monthly deduction would be approximately \$4,945.01. This is subject to change based upon the monitor's experience and any area pay differentials depending on the location of the facility.

6.44 MONITORING AND EVALUATIONS

I. Contract Monitoring/Performance Evaluation Monitoring: At its discretion, the BUREAU will monitor the RESPONDENT'S performance to ensure compliance in accordance with all contract provisions, DMS's instructions, and all applicable standards, including, but not limited to ACA, Administrative Rules, DMS and DC guidelines, specifications of the Contract, Court Orders and Decrees. DC will also provide audits and reviews and will have the same access as DMS employees.

The On-Site Contract Monitor or designated representatives or employees of the BUREAU may conduct inspections as deemed necessary. The BUREAU shall have the right, unless otherwise proscribed by law, to prompt access to examine and receive copies, if requested, of all records of the RESPONDENT relating to the Facility, including without limitation, all financial books and records, maintenance records, employee records, and inmate records generated by the RESPONDENT and its subcontractors, or independent Respondents, in connection with the performance of the Contract.

The BUREAU's monitoring activities shall include review of subcontracts as previously described herein. The On-Site Contract Monitor shall provide the RESPONDENT, in writing, the results of monitoring/inspection activities conducted. If the RESPONDENT's noncompliance issues are noted during a monitoring activity, each shall be specifically identified and corrective action shall be recommended with a time frame specified to achieve compliance.

The cost of the On-Site Contract Monitor will be a deduction from the monthly management payment to the RESPONDENT. The actual cost for such deductions will be based upon the appropriated rate, salary and expense dollars for the function. The RESPONDENT should consider the cost of monitoring in their proposals. The approximate costs are enumerated in Section 6.06.

Compensation will be adjusted monthly to reimburse the BUREAU for the salary and expenses (to include coverage of employee benefits) of the On-Site Contract Monitor. Additional deductions will be made for any ad valorem taxes or payment in lieu of such taxes that may become due on the Facility pursuant to judicial determination or legislative mandate.

II. Monitoring and Evaluation: The BUREAU's On-Site Contract Monitor or designated BUREAU staff, will perform monitoring during the term of the Contract, but not less than once a year to ensure Contract compliance. Monitoring shall include periodic review of compliance with Contract performance, including but not limited to, review of the following:

- a) Security
- b) Inmate Management and Control
- c) Inmate Programs and Services
- d) Facility Safety and Sanitation
- e) Administration
- f) Food Service
- g) Personnel Practices and Training
- h) Inmate Health Services
- i) Inmate Discipline

In addition to monitoring the performance of the RESPONDENT may be compared to the performance of the State in operating like facilities. The RESPONDENT shall supply all data related to performance of the Contract necessary to conduct such evaluations, excluding any data protected by law. In evaluating the RESPONDENT'S performance, the BUREAU shall consider the specific areas identified above. The information provided will be in a form and format compatible with the Private Prison Monitoring System.

III. Self-Monitoring: The RESPONDENT shall continually conduct self-monitoring utilizing a comprehensive self-monitoring plan providing for both Facility-level Self-Monitoring and Corporate-level Self-Monitoring. The RESPONDENT shall designate an employee as the staff member responsible for continuous self-monitoring of the Facility. RESPONDENT shall provide reports and/or documentation of all self-monitoring to the On-Site Contract Monitor.

6.45 INMATE REINTEGRATION PROGRAM

RESPONDENT will provide an Inmate Reintegration Program which provides for the following:

Treatment Program Counseling which will provide individual and group counseling for inmates which will comply with the ACA Standards and includes mental health care and crisis intervention services, adjunct community resource assistance as needed, specific therapy groups as determined by inmate needs and which may change over time, and a substance abuse program which is more fully described in Section 6.33.

Volunteer Programs which will include clearly specified lines of authority, responsibility and accountability for the volunteer services program; recruitment, screening and selection of volunteers; and volunteer orientation and training.

Education Programs in compliance with the Department of Education, DC and DMS policy, and ACA Standards.

Inmate Work Programs in compliance with the DC and DMS policy, and ACA Standards. All inmates will be required to keep their living areas clean. Work opportunities will be available in the food service, laundry, maintenance shop, warehouse, and utility squads. The DC will be responsible for approving gain time credit for labor performed. The RESPONDENT will be required to submit an annual report documenting the number of persons who have satisfactorily completed each of the academic education, vocational education, and substance abuse components, required to be delivered per the terms of the Contract and the RESPONDENT's response to the ITN. Included in this annual report shall be an update of the career outlook analysis, concerning information as required in the Contract, including: type of jobs the vocational training prepares the inmates for; estimated job growth, both in the State of Florida and in the fields of training being offered; salary range of the jobs available; and qualifications necessary for the jobs.

6.46 RECREATION

The RESPONDENT will provide indoor and outdoor recreation and leisure time programs in the proposal for the inmates in compliance with the ACA Standards.

6.47 SAFETY AND EMERGENCY PROCEDURES

The RESPONDENT will operate and maintain the Facility in compliance with applicable federal, state and local safety and fire codes and in accordance with the ACA Standards.

6.48 INCIDENT REPORTING

The RESPONDENT will follow the policies and procedures established by the DC and the BUREAU in the reporting of incidents occurring at the Facility.

6.49 PERFORMANCE STANDARDS (MEASURES)

The BUREAU desires to contract with a Respondent who clearly demonstrates its willingness to be held accountable for the achievement of certain performance measures (outcomes and outputs). Performance Standards deemed most critical by the Respondent to the success of the outcome and level of achievement of identified standards shall be provided in the Respondent's response and finalized during negotiations.

6.50 RULES AND REGULATIONS

The Respondent shall agree to comply with all state and federal constitutional requirements, laws, Court Orders, and ACA Standards for Correctional Facilities (whether mandatory or non-mandatory), the Florida Department of Corrections' rules, policies and procedures (unless in contravention with corresponding ACA standards), and any federal, state, local law or regulation or court order applicable to the Florida Department of Corrections. Respondent shall demonstrate knowledge of and compliance with all rules and regulations mentioned above, including ACA Standards for Correctional Facilities.

The proposed facility and services provided must meet all applicable local, state and federal ordinances, laws, rules and regulations governing the operation of a state correctional facility. In addition, Respondent agrees to adhere to all standards applicable to both the design and construction of the facility and the operation and management of the facility. Such adherence shall include, but not be limited to all applicable Department of Corrections' and Department of Management Services' Administrative Rules and, Procedures and DC Technical Instructions that pertain to the care, custody and control of inmates. Respondent is responsible for being familiar with and obtaining copies of current versions of such standards, manuals, procedures, etc. and any subsequent revisions and/or addenda thereto. Should local, state, federal or program requirements change during the course of the Contract, the updated regulations and requirements will take precedence. The laws, rules and regulations referenced in this solicitation are incorporated herein by reference and made a part of this solicitation and any resulting contract. Any changes in the scope of service

required to ensure continued compliance with State or Federal laws, statutes or regulations, or Department or DC policy or regulations will be made in accordance with Section 4.03, Modifications to Contract Terms/Increase-Decrease of Scope of Service.

The Department reserves the exclusive right to make certain determinations regarding the service requirements outlined in this solicitation. The absence of the Department setting forth a specific reservation of rights does not mean that any provision regarding the services to be performed under a contract resulting from this solicitation are subject to mutual agreement. The Department reserves the right to make any and all determinations exclusively which it deems is necessary to protect the best interests of the State of Florida and the health, safety and welfare of the inmates and of the general public which are served by the Department, either directly or indirectly, through these services.

The specific rules, procedures and regulations identified below or elsewhere in this section are not listed to the exclusion of any other rules, procedures and regulations required throughout this solicitation. The Department will monitor the Respondent to ensure compliance with all rules, regulations and requirements contained herein.

6.51 CONTRACT COMMUNICATIONS

Contract communications will be in three forms: routine, informal and formal. For the purposes of this Contract, the following definitions shall apply:

- Routine All normal written communications generated by either party relating to performance of the scope of services. Routine communications must be acknowledged or answered within thirty (30) calendar days of receipt.
- Informal Special written communications deemed necessary based upon either contract compliance or quality of service issues. Informal contract communications must be acknowledged or responded to within fifteen (15) calendar days of receipt.
- Formal The same as informal but more limited in nature and usually reserved for significant issues such as breach of contract, failure to provide satisfactory performance, imposition of liquidated damages, or termination. Formal communications shall also include requests for changes in the scope of service and billing adjustments. Formal contract communications must be acknowledged upon receipt and responded to within seven (7) days of receipt.

The Respondent shall respond to Informal and Formal communications by facsimile, or electronic format which shall include signature, with follow-up by hard copy mail.

The only personnel authorized to use formal contract communications are the Department Contract Manager, Contract Administrator, and the Respondent's President

(or equivalent title) or their designee. Designees or other persons authorized to utilize formal contract communications must be agreed upon by both parties and identified in writing within ten (10) days of execution of the Contract. Notification of any subsequent changes must be provided in writing prior to issuance of any formal communication from the changed designee or authorized representative.

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

If there is an urgent operative problem, the Respondent shall assess the situation and immediately notify local law enforcement, emergency management, DC or On-Site Contract Monitor at the Department whichever is appropriate for the given situation. The On-Site Contract Monitor shall be notified within thirty minutes of the occurrence, if not notified immediately.

6.52 FACILITY LOCATION

The facility shall be located in a site agreed upon during negotiations. Department intends for the equitable and/or legal title to the real property of the Facility to be vested with the State of Florida. The contracts entered into under this ITN for are subject to Florida Statute Chapters 957 and 255. Execution for the Design/Build contract is subject to the ability of the Department to finance the land on a tax exempt basis.

6.53 UTILITIES

The Respondent shall be responsible for the payment of all utility bills for the Facility. The Respondent shall make available for review copies of bills upon request by the On-Site Contract Monitor.

6.54 CONTRACT TERMINATION/EXPIRATION TRANSITION

If at any time the Contract is canceled, terminated, or expires, and a Contract is subsequently executed with a firm other than Respondent, Respondent has the affirmative obligation to assist in the smooth transition of Contract services to the subsequent Respondent including timely exchange of records, both in written and electronic format.

SECTION 7 FORMS

Contents

- **Solicitation Registration**
- **Drug-Free Workplace**
- **Notice of Conflict of Interest**
- **Non Collusion Affidavit**
- **Statement of No Involvement**

State of Florida
Department of Management Services
4050 Esplanade Way, Suite 280
Tallahassee, Florida 32399-0950

Solicitation Registration

ALL VENDORS SHALL COMPLETE AND RETURN
TO CHRISTINA ESPINOSA AT THE ABOVE ADDRESS OR FAX TO (850) 922-6549

ITN No: DMS 08/09-026

ITN Title: Design, Construction and Operation of 2,000 Bed Correctional Facility

Complete the information below and fax this sheet immediately to Departmental Purchasing at (850) 922-6549, or mail to the address noted above.

Amendments will be posted on the Vendor Bid System at http://fcn.state.fl.us/owa_vbs/owa/vbs_www.search.criteria_form, under **ITN No.: DMS 08/09-026**. It is the responsibility of all participants to monitor this site for new or changing information.

Company Name: _____

Contact Person: _____

Address: _____

City, State, Zip: _____

Telephone: _____

Fax Number: _____

E-mail address: _____

Signed: _____

Date: _____

CERTIFICATION OF DRUG-FREE WORKPLACE PROGRAM

Section 287.087 of the Florida Statutes provides that, where identical tie bids are received, preference shall be given to a bid received from a bidder that certifies it has implemented a drug-free workforce program. Please sign below and return this form to certify that your business has a drug-free workplace program, under which you must do each of the following.

- 1) Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibition.
- 2) Inform employees about the dangers of drug abuse in the workplace, the business's policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation and employee assistance programs and the penalties that may be imposed upon employees for drug abuse violations.
- 3) Give each employee engaged in providing the commodities or contractual services that are under Bid a copy of the statement specified in subsection (1).
- 4) In the statement specified in subsection (1), notify the employees, as a condition of working on the commodities or contractual services that are under Bid, the employee will abide by the terms of the statement and will notify the employer of any conviction of, or plea of guilty or nolo contendere to, any violation of Chapter 893 or of any controlled substance law of the United States or any State, for a violation occurring in the workplace no later than five (5) days after such conviction.
- 5) Impose a sanction on, or require the satisfactory participation in a drug abuse assistance or rehabilitation program if such is available in the employee's community by any employee who is so convicted.
- 6) Make a good faith effort to continue to maintain a drug-free workplace through implementation of this section.

As the person authorized to sign the statement, I certify that this firm complies fully with the above requirements. False statements are punishable at law.

BIDDER'S NAME: _____

By: _____
Authorized Signature Print Name and Title

PUR-7009 (04/02)

NOTICE OF CONFLICT OF INTEREST

Company or Entity Name _____

For the purpose of participating in the solicitation process and complying with, the provisions of Chapter 112, of the Florida Statutes, the undersigned corporate officer states as follows:

The persons listed below are corporate officers, directors or agents and are currently employees of the State of Florida or one of its agencies:

_____	_____
_____	_____
_____	_____

The persons listed below are current State employees who own an interest of ten percent (10%) or more in the company/entity named above:

_____	_____
_____	_____
_____	_____

The above information is true and correct to the best of my knowledge.
Signed on this _____, day of, _____, 2008.

Signature

Print Name and Title

NON-COLLUSION AFFIDAVIT

STATE OF _____
COUNTY OF _____

I state that I _____ of _____,
(Name) (Title) (Name of Firm)
am authorized to make this affidavit on behalf of my firm, and its owner, directors, and officers. I am the person responsible in my firm for the price(s) the amount of this Response, and the preparation of the Response. I state that:

1) The price(s) and amount(s) of this Response have been arrived at independently and without consultation, communication or agreement with any other provider, potential provider, proposal, or potential proposal.

2) Neither the price(s) nor the amount(s) of this response, and neither the approximate price(s) nor approximate amount of this response, have been disclosed to any other firm or person who is a provider, potential provider, DMS employee, proposal, or potential proposal, and they will not be disclosed before Proposal opening.

3) No attempt has been made or will be made to induce any firm or persons to refrain from submitting a response for this contract, or to submit a price(s) higher that the prices) in this response, or to submit any intentionally high or noncompetitive price(s) or other form of complementary response.

4) The Response of my firm is made in good faith and not pursuant to any agreement or discussion with, or inducement from, any firm or person to submit a complementary or other noncompetitive Response.

5) _____, its affiliates, subsidiaries, officers, director, and employees
(Name of Firm)
are not currently under investigation, by any governmental agency and have not in the last three years been convicted or found liable for any act prohibited by State or Federal law in any jurisdiction, involving conspiracy or collusion with respect to Proposal, on any public contract, except as follows:

I state that I and the named firm understand and acknowledge that the above representations, are material and important, and will be relied on by the State of Florida for which this Response is submitted. I understand and my firm understands that any miss-statement in this affidavit is and shall be treated as fraudulent concealment from the State of Florida of the true facts relating to the submission of responses for this contract.

Signature Title, Company

SWORN TO AND SUBSCRIBED BEFORE ME THIS _____ DAY OF _____,
2007.

Signature of Notary
STATE OF _____

Print, Type or Stamp Commissioned Name of Notary Public
Personally known _____ OR Produced identification _____
Type of identification produced _____

STATEMENT OF NO INVOLVEMENT

I, _____, as an authorized representative of the aforementioned company, certify that no member of this firm nor any person having any interest in this firm has been involved with the Department of Management Services, the Department of Corrections, or Carter Goble Lee Companies, or any employee thereof, to assist it in:

- (1) Developing this proposal; or,
- (2) Performing a feasibility study concerning the scope of work contained in this Invitation to Negotiate.

Signature

Company Name

Date

3.22 Reply Evaluation Criteria**Total Possible Points** **200**

<u>Category</u>	<u>Point Range</u>	<u>Explanation</u>
QUALIFICATIONS	0 50	
Experience	0 30	
<i>Age</i>	0 10	<i>Based on Age of Company (0-30+ years)/Industry Average of Top 4 Firms (25.5 years)</i>
0.0 - 0.5	5	Average will result in a value of 1.0 (25.5 years/25.5 years)
0.51 - 1.0	7.5	Since there aren't many companies standard deviation will be low.
> 1.01	10	
<i>Qualifications of Key Personnel</i>	5	Evaluate required organizational chart for top two tiers
	2.5	Average number of years experience - Add .5 point for every 2 years (up to 10 years)
	2.5	Average education level - Some college .5, Bachelors 1.0, Specialty/Post Bachelors 2.5
<i>Ability to Provide Services</i>	15	
<i>Yes/Consistently = 5</i>		5 Is plan realistic and meet operational commencement date of May 1, 2010?
<i>Sometimes/Often = 2.5</i>		5 Does company have a track record of meeting programming numbers?
<i>Seldom/Many problems = 0</i>		5 Does company consistently meet contract obligations?
Financial	0 10	"Stability as determined by information provided in the proposal"
<i>CPA Mgmt Letter</i>		5 None 0, Poor 1, Fair 2, Good 3, Excellent 4, Best 5
<i>Current Ratio</i>		5 Current Ratio (Total Current Assets/Total Current Liabilities) Must be greater than 1.5 A Current Ratio of 1.48 means that the firm has \$1.48 of Current Assets to meet \$1.00 of its Current Liability (this is a good measure of a barrier between the firm and market pressure) This will be on the BALANCE SHEET the prison will have to submit
References	0 10	Each of 5 references - NOT TO INCLUDE letter from engineer/architect
		Letter is excellent = 2
		Letter is fair = 1
		Letter is poor or missing = 0
OPERATIONS PLAN	0 50	
Best Practices	0 20	
<i>State Compliance</i>		5 Demonstrate ability of facility must meet DC requirements
<i>ACA Compliance</i>		5 Demonstrate ability of facility must achieve and maintain ACA accreditation
<i>Other Best Practices</i>		Best practices demonstrated in responses to items in Technical Specifications (6.0)
		2.5 Employee Training program utilizes best practices in information delivery
		2.5 Record and book keeping utilizes best practices
		2.5 Maintenance program utilizes best practices to keep equipment in good working order
		2.5 Inmate health programming utilizes preventative medicine

Evidenced Based Practices	0	10	References to academic journal articles substantiating impact on recidivism
<i>Programs utilize EBP</i>			Point for each study shown to significantly impact recidivism in quality journal in each area 2 Substance abuse treatment programming 2 Academic/educational programming 2 Vocational programming 2 Behavioral health programming 2 Transition programming
Detailed Plan for Competitive Procurement Practices	0	20	
<i>Inmate Welfare Services (i.e. phone, vending, commissary)</i>			10 Practice allows for maximum competition and lowest price for inmates
<i>Subcontractor Services (i.e. maintenance, repair, medical staff)</i>			10 Practice allows for maximum competition and lowest cost for state and/or inmates.
DESIGN/BUILD PLAN	0	50	
Green Standards	0	30	Certified by Leadership in Energy and Environmental Design
<i>Sustainable Sites</i>			5 <i>Is alternative transportation available, heat island effect, pollution reduction, site selection, etc.</i>
<i>Water Efficiency</i>			5 <i>Is there water efficient landscaping, innovative wastewater technology, water use reduced, etc.</i>
<i>Energy & Atmosphere</i>			5 <i>Optimize energy performance, renewable energy, enhance refrigerant management, etc.</i>
<i>Materials & Resources</i>			5 <i>Building reuse, materials reuse, certified wood, rapidly renewable materials, regional materials, etc.</i>
<i>Indoor Environmental Quality</i>			5 <i>Increased ventilation, chemical & pollutant source control, daylight use, thermal comfort, etc.</i>
<i>Innovation & Design Process</i>			5 <i>Building design is innovative and cost effective</i>
Detailed Plan	0	20	
<i>Organizational Chart</i>			5 Organizational chart identifying all key personnel and subcontractors
<i>Resumes</i>			5 Resumes for Project Manager, Project Engineer, Construction Manager
<i>Effective Design to Ensure Quality of Life</i>			10 Are buildings placed efficiently and inmates/visitors provided adequate space and comfort
PRICE	0	50	
Competitiveness	0	20	Contractor's total price/Average Response Price creates value to be inputted in formula below.
	.68 - .85		20 Total Price = FFP + (Per Diem x Capacity x 90%) (in renewal contracts remove FFP)
	.86 - .99		15 <i>Average price will equal a value of 1.0</i>
	1.0 - 1.25		10 <i>Value will be between 0 and 2.</i>
	1.25 - 1.5		5 <i>If value is below .68 (one standard deviation) why is there such a significant difference?</i>
	1.5+		0 Award points based on scaled value of contractor price/average price
Savings	0	30	7% is REQUIRED RATE use it as a baseline
<i>Ability to Demonstrate Savings in Operations</i>			15 <i>Baseline of 7% Savings (Total Savings of 7% is a value of 0.0)</i> <i>Additional 2 points for every percent savings above 7% up to a total of 30 points (22% savings)</i> Ex: If overall savings is 10% relative to state award value= 10-7=3 , 3 x 2 points = 6 total points
<i>Ability to Demonstrate Conservation of Resources</i>			5 Energy reducing lighting practices (yes = 5; no=0) 5 Heating/AC reducing practices (yes=5; no=0) 5 Water use reduction and reuse practices (yes=5; no=0)

Annual Cost Breakdown									
Category				Year to Year Pricing for			Renewal Pricing for		
	Blended Per Diem	Per Diem up to 90%	Per Diem above 90%	Year 1	Year 2	Year 3	Year 4	Year 5	Average
Wages, Salaries & Benefits									
Medical									
Food Service									
Utilities									
Clothing and Shoes									
Fire Insurance									
Mail and Postage									
Supplies									
Training & Tuition									
Corporate Overhead & Profit (Operating Margin)									
Indirect Costs (Repairs, recruiting, travel, rental equipment, misc insurance professional fees, depreciation, administration, taxes)									
PILOT									
Major Maintenance Fund									
Performance Bond									
Monitor/DMS									
Total									
Per Diem									
Staffing, FTE's									
Executive Office									
Business Support									
Maintenance									
Food Service									
Health Care									
Programs									
Security									
Other-please detail									
Total									

Programs									
<i>(please specify each program)</i>									
Total									
Per Diem									

FACILITY OR INSTITUTION NAME: _____

MONTH OF OPERATION: _____

STATE OF FLORIDA
DEPARTMENT OF CORRECTIONS
MASTER MENU

MENU SUBJECT TO CHANGE DUE TO PRODUCTION PROBLEMS, PRODUCT AVAILABILITY, OR SECURITY ISSUES

Menu represents edible portion unless otherwise noted
(E) Denotes Entree
(AE) Denotes Alternate Entree
+ Denotes Pork Product
- Weight before heating

This is to certify that this menu is reviewed monthly and is served as written unless otherwise noted

[Signature]
Department of Corrections Approval

[Signature]
Kathleen L. Fuhman, MS, RD, LD #ND-234
Public Health Nutrition Program Manager

Revised 4/23/08

Food Service Director

SUNDAY	MONDAY	TUESDAY	WEDNESDAY	THURSDAY	FRIDAY	SATURDAY
WEEK 1						
BREAKFAST						
2 ea eggs (E) or scrambled eggs (E) 1 c grits 4 oz orange juice 3/4c lyonnaise potatoes 2 ea biscuits 1 T jelly 1 c lowfat milk (1%) 1 c coffee/4pk sugar 1/2 oz margarine #60 scoop	2ea pancakes (E) 1 c oatmeal 1 ea fresh fruit 2 oz syrup 1 c lowfat milk (1%) 1 c coffee/4pk sugar 1/2 oz margarine #60 scoop	2 oz turkey ham *(E) 1 c cold cereal 4 oz apple juice 3/4c oven browned potatoes 2 sl toast 1 T jelly 1 c lowfat milk (1%) 1 c coffee/4pk sugar 1/2 oz margarine #60 scoop	2 ea french toast (E) 1 c oatmeal 1 ea fresh fruit 2 oz syrup 1 c lowfat milk (1%) 1 c coffee/4pk sugar 1/2 oz margarine #60 scoop	3/4 c breakfast meat gravy (E) 1 c grits 4 oz mixed fruit juice 3/4c lyonnaise potatoes 2 ea biscuits 1 T jelly 1 c lowfat milk (1%) 1 c coffee/4pk sugar 1/2 oz margarine #60 scoop	2 ea eggs (E) or scrambled eggs (E) 1 c grits 4 oz orange juice 3/4c hashbrown potatoes 2 sl toast 1 T jelly 1 c lowfat milk (1%) 1 c coffee/4pk sugar 1/2 oz margarine #60 scoop	2 pc coffee cake (E) 1 c oatmeal 4 oz pineapple juice 1 c lowfat milk (1%) 1 c coffee/4pk sugar 1/2 oz margarine #60 scoop
No Alternate Entree						
LUNCH						
1/2 c taco meal (E) #16c shredded cheese 3/4 c rice 3/4 c pinto beans 1/2 c shredded lettuce 1 oz v chopped tomatoes 2 ea tortillas 6" 1 pc cake w/icing 1 c fortified tea 1 c milk (Youth only) 1 c pinto beans(AE)	3oz beef patty(E) 1 oz cheese 3/4 c potato salad 1/2 c coleslaw 1 ea lettuce/tomato/pickle 2 l (1) mustard(1) ketchup 2 sl bread 1 c fortified tea 1 c milk (Youth only) 1 c red beans (AE)	2 ea turkey hot dogs (E) 1/2 c greens 3/4 c baked beans 1/2 c tossed salad w/dressing 2 l relish 4 l (2)ketchup(2)mustard 2 ea bread or rolls 1 ea cookie 1 c fortified tea 1 c milk (Youth only) #10 sc LS peanut butter (AE)	1/2 c sloppy joe (E) 3/4c oven stripped potatoes 3/4c pinto beans 1/2 c squash w/onions 2 ea bread or rolls 1 ea cookie 1 c fortified tea 1 c milk (Youth only) 1 c pinto beans(AE)	1/2 c tuna salad (E) 3/4 c pasta salad 3/4c BE peas 1/2 c coleslaw 2 ea bread or rolls 1 ea cookie 1 c fortified tea 1 c milk (Youth only) #10 sc LS peanut butter (AE)	1 c chili w/ beans (E) 3/4c rice 1/2 c tossed salad w/ dressing 2 ea bread or rolls 1 ea banana 1 c fortified tea 1 c milk (Youth only) 1 c pinto beans(AE)	3/4 c BBQ dried turkey (E) 3/4 c macaroni salad 1/2 c carrots 1/2 c cucumber-onion salad 2 ea bread or rolls 1 pc cake w/icing 1 c fortified tea 1 c milk (Youth only) 1 c black-eyed peas (AE)
No Alternate Entree						
SUPPER						
2 oz turkey ham (E) * 3/4 c macaroni & cheese 1/2 c green beans 1/2 c tossed salad w/ dressing 2 ea bread or rolls 1/2oz margarine #100 scoop 1 pc cake w/icing 1 c fortified beverage 1 c navy beans (AE)	1 ea baked chicken leg quarter (E) 3/4c rice 1/2 c stewed tomatoes 1/2 c carrots 2 ea bread or rolls 1/2oz margarine #100 scoop 1/2 c bread pudding 1 c fortified beverage #10 sc LS peanut butter (AE)	3 oz beef patty (E) 2 oz LF gravy 3/4 c pasta salad 1/2 c green beans 2 ea bread or rolls 2 l (1)ketchup(1)mustard 1/2oz margarine #100 scoop 1 ea brownie 1 c fortified beverage 1 c black-eyed peas (AE)	3 oz spicy chicken patty (E) 2 oz LF gravy 3/4 c cornbread dressing 1/2 c peas 1/2 c carrot coins 2 ea bread or rolls 1/2oz margarine #100 scoop 1/2 c rice pudding 1 c fortified beverage 1 c navy beans (AE)	1 c meat macaroni casserole (E) 3/4c red beans 1/2 c greens 1/2 c tossed salad w/ dressing 2 ea bread or rolls 1/2oz margarine #100 scoop 1 pc cake w/icing 1 c fortified beverage 1 c red beans (AE) 1/2 c macaroni	3 oz meat loaf (E) 2 oz LF gravy 3/4c mashed potatoes 1/2 c corn 1/2 c cabbage 2 ea bread or rolls 1/2oz margarine #100 scoop 1 ea cookie 1 c fortified beverage #10 sc LS peanut butter (AE)	3 oz baked breaded fish (E) 1/2 oz tartar sauce 3/4 c ovenbrown potatoes 1/2 c green beans 1/2 c coleslaw 2 ea bread or rolls 1/2oz margarine #100 scoop 1 ea cookie 1 c fortified beverage #10 sc LS peanut butter (AE)

Note: Banana must be served once per week as fresh fruit at lunch.

FACILITY OR INSTITUTION NAME: _____

MONTH OF OPERATION: _____

STATE OF FLORIDA
DEPARTMENT OF CORRECTIONS
MASTER MENU

MENU SUBJECT TO CHANGE DUE TO PRODUCTION PROBLEMS, PRODUCT AVAILABILITY, OR SECURITY ISSUES

Menu represents edible portion unless otherwise noted
(E) Denotes Entree
(AE) Denotes Alternate Entree
+ Denotes Pork Product
* Weight before heating

Revised 4/23/08

This is to certify that this menu is reviewed monthly and is served as written unless otherwise noted


Department of Corrections Approval


Kathleen L. Fuhrman, MS, RD, LD #ND-234
Public Health Nutrition Program Manager

Food Service Director

SUNDAY	MONDAY	TUESDAY	WEDNESDAY	THURSDAY	FRIDAY	SATURDAY
WEEK 2						
BREAKFAST						
2 ea eggs (E) or scrambled eggs (E) 1 c grits 4 oz orange juice 3/4c lyonnaise potatoes 2 ea biscuits 1 T jelly 1 c lowfat milk (1%) 1 c coffee/4pk sugar 1/2 oz margarine #60 scoop	2 ea pancakes (E) 1 c oatmeal 1 ea fresh fruit 2 oz syrup 1 c lowfat milk (1%) 1 c coffee/4pk sugar 1/2 oz margarine #60 scoop	2 oz breakfast sausage (E) 1 c grits 4 oz apple juice 3/4c oven broomed potatoes 2 sl toast 1 T jelly 1 c lowfat milk (1%) 1 c coffee/4pk sugar 1/2 oz margarine #60 scoop	2 ea french toast (E) 1 c oatmeal 1 ea fresh fruit 2 oz syrup 1 c lowfat milk (1%) 1 c coffee/4pk sugar 1/2 oz margarine #60 scoop	3/4 c breakfast meat gravy (E) 1 c grits 4 oz pineapple juice 3/4c lyonnaise potatoes 2 ea biscuits 1 T jelly 1 c lowfat milk (1%) 1 c coffee/4pk sugar 1/2 oz margarine #60 scoop	2 ea eggs (E) or scrambled eggs (E) 1 c grits 4 oz orange juice 3/4c hashbrown potatoes 2 sl toast 1 T jelly 1 c lowfat milk (1%) 1 c coffee/4pk sugar 1/2 oz margarine #60 scoop	2 pc coffee cake (E) 1 c cold cereal 4 oz mixed fruit juice 1 c lowfat milk (1%) 1 c coffee/4pk sugar 1/2 oz margarine #60 scoop
No Alternate Entree						
LUNCH						
1 c meat noodle (E) stroganoff 3/4c navy beans 1/2 c tossed salad w/ dressing 2 ea bread or rolls 1 pc cake w/icing 1 c fortified tea 1 c milk (Youth only) 1 c red beans (AE) 1/2 c noodles	3/4 c turkey/chicken salad(E) 3/4 c macaroni salad 1/2 c squash w/onions 1/2 c carrot coins 2 ea bread or rolls 1 ea cookie 1 c fortified tea 1 c milk (Youth only) 1 c pinto beans (AE)	1 c chili mac (E) 3/4c red beans 1/2 c cucumber-onion salad 2 ea bread or rolls 1 pc cake w/icing 1 c fortified tea 1 c milk (Youth only) 1 c navy beans (AE) 1/2 c macaroni	3 oz beef patty (E) 1 ea lettuce/tomato/picicle 3/4c oven stripped potatoes 1 oz cheese 1/2 c carrot coins 2 t (1)ketchup(1)mustard 2 sl bread 1 ea cookie 1 c fortified tea 1 c milk (Youth only) #10 sc LS peanut butter (AE)	2 ea turkey hot dogs (E) 3/4c macaroni & cheese 3/4c blackeyed peas 1/2 c coleslaw 2 l relish 4 l (2)ketchup(2)mustard 2 ea bread or rolls 1 c fortified tea 1 c milk (Youth only) 1 c black-eyed peas (AE)	1 c Spanish rice (E) with meat 3/4c red beans 1/2 c carrot pineapple salad 2 ea bread or rolls 1 ea banana 1 c fortified tea 1 c milk (Youth only) 1 c red beans (AE) 1/2 c rice	1/2 c sloppy joe (E) 3/4c ovenbrowned potatoes 1/2 c corn 1/2 c squash w/onions 2 ea bread or rolls 1/2 c bread pudding 1 c fortified tea 1 c milk (Youth only) 1 c pinto beans (AE)
SUPPER						
3 oz country patty (E) 2 oz LF gravy 3/4c mashed potatoes 1/2 c broccoli 1/2 c coleslaw 1 pc cornbread 1/2oz margarine #100 scoop 1/2 c peaches 1 c fortified beverage 1 c black-eyed peas (AE)	3 oz meatloaf (E) 2 oz LF gravy 3/4c rice 1/2 c green beans 1/2 c tossed salad w/ dressing 2 ea bread or rolls 1/2oz margarine #100 scoop 1 ea brownie 1 c fortified beverage #10 sc LS peanut butter (AE)	1 ea baked chicken leg qtr (E) 2 oz LF gravy 3/4c parsley potatoes 1/2 c cabbage 1/2 c carrots 2 ea bread or rolls 1/2oz margarine #100 scoop 1 pc cake w/icing 1 c fortified beverage #10 sc LS peanut butter (AE)	1/2 c burrito meat (E) #18c shredded cheese 3/4c rice 3/4c pinto beans 1/2 c tossed salad w/ dressing 2 ea tortillas 6" 1/2oz margarine #100 scoop 1/2 c apple crisp 1 c fortified beverage 1 c pinto beans (AE)	3 oz turkey (E) 2 oz LF gravy 3/4c cornbread dressing 1/2 c greens 1/2 c tossed salad w/ dressing 2 ea bread or rolls 1/2oz margarine #100 scoop 1 ea cookie 1 c fortified beverage 1 c navy beans (AE)	3 oz smoked turkey sausage (E) 3/4 c pasta salad 1/2 c peas 1/2 c coleslaw 2 ea bread or rolls 1/2oz margarine #100 scoop 1 pc cake w/icing 1 c fortified beverage 1 c black-eyed peas (AE)	3/4 c meat sauce (E) 3/4c spaghetti 1/2 c carrots 1/2 c tossed salad w/ dressing 2 sl garlic bread 1 ea cookie 1 c fortified beverage 1 c navy beans (AE)

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FACILITY OR INSTITUTE NAME: _____

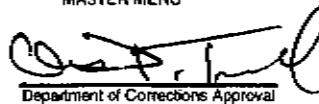
MONTH OF OPERATION: _____

STATE OF FLORIDA
DEPARTMENT OF CORRECTIONS
MASTER MENU

MENU SUBJECT TO CHANGE DUE TO PRODUCTION PROBLEMS, PRODUCT AVAILABILITY, OR SECURITY ISSUES

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+ Denotes Pork Product
* Weight before heating

This is to certify that this menu is reviewed monthly and is served as written unless otherwise noted


Department of Corrections Approval


Kathleen L. Fuhman, MS, RD, LD #ND-234
Public Health Nutrition Program Manager

Revised 4/23/08

Food Service Director

SUNDAY	MONDAY	TUESDAY	WEDNESDAY	THURSDAY	FRIDAY	SATURDAY
WEEK 3						
BREAKFAST						
2 ea eggs (E) or scrambled eggs (E) 3 oz grits 4 oz orange juice 3/4c lyonnais potatoes 2 ea biscuits 1T jelly 1 c lowfat milk (1%) 1 c coffee/4pk sugar 1/2 oz margarine #60 scoop	2 ea pancakes (E) 1 c oatmeal 1 ea fresh fruit 2 oz syrup 1 c lowfat milk (1%) 1 c coffee/4pk sugar 1/2 oz margarine #60 scoop	2 oz turkey ham * (E) 1 c cold cereal 4 oz apple juice 3/4c oven browned potatoes 2 sl toast 1T jelly 1 c lowfat milk (1%) 1 c coffee/4pk sugar 1/2 oz margarine #60 scoop	2 ea french toast (E) 1 c oatmeal 1 ea fresh fruit 2 oz syrup 1 c lowfat milk (1%) 1 c coffee/4pk sugar 1/2 oz margarine #60 scoop	3/4 c breakfast meat gravy (E) 1 c grits 4 oz apple juice 3/4c lyonnais potatoes 2 ea biscuits 1T jelly 1 c lowfat milk (1%) 1 c coffee/4pk sugar 1/2 oz margarine #60 scoop	2 ea eggs (E) or scrambled eggs (E) 3 oz grits 1 c fresh fruit juice 3/4c hashbrown potatoes 2 sl toast 1T jelly 1 c lowfat milk (1%) 1 c coffee/4pk sugar 1/2 oz margarine #60 scoop	2 pc coffee cake (E) 1 c oatmeal 4 oz pineapple juice 1 c lowfat milk (1%) 1 c coffee/4pk sugar 1/2 oz margarine #60 scoop
No Alternate Entrée						
LUNCH						
1/2 c taco meat (E) #16cc shredded cheese 3/4c rice 3/4c pinto beans 1/2 c shredded lettuce 1 oz v chopped tomatoes 2 ea tortillas 6" 1 pc cake w/icing 1 c fortified tea 1 c milk (Youth only) 1 c pinto beans (AE)	2 oz turkey salami (E) 1/4 c peanut butter & jelly 3/4c red beans 1/2 c tossed salad w/ dressing 1 t mustard 4 sl bread 1/2 c pineapple 1 c fortified tea 1 c milk (Youth only) 1 c kidney beans (AE)	1 c chili w/ beans (E) 3/4c rice 1/2 c squash w/onions 1/2 c tossed salad w/dressing 2 ea bread or rolls 1 c fortified tea 1 c milk (Youth only) 1 c pinto beans (AE)	1 c meat macaroni casserole (E) 1/2 c greens 3/4c pinto beans 2 ea bread or rolls 1 ea cookie 1 c fortified tea 1 c milk (Youth only) 1 c pinto beans (AE) 1/2 c macaroni	1 c meat fried rice (E) 3/4c black-eyed peas 1/2 c greens 2 ea bread or rolls 1 pc cake w/icing 1 c fortified tea 1 c milk (Youth only) 1 c black-eyed peas (AE) 1/2 c rice	2 ea turkey hot dogs (E) 3/4 c macaroni salad 3/4c baked beans 1/2 c tossed salad w/dressing 2 t relish 4 t (2)ketchup/(2)mustard 2 ea bread or rolls 1 ea banana 1 c fortified tea 1 c milk (Youth only) 1 c navy beans (AE)	3 oz beef patty (E) 1 oz cheese 3/4c au gratin potatoes 1/2 c carrot pineapple salad 1 ea lettuce/tomato/pickles 2 t (1) ketchup/(1) mustard 2 ea bread or rolls 1 ea cookie 1 c fortified tea 1 c milk (Youth only) #10 cc LS peanut butter (AE)
No Alternate Entrée						
SUPPER						
2 oz turkey ham (E) * 3/4c macaroni & cheese 1/2 c broccoli 1/2 c tossed salad w/ dressing 2 ea bread or rolls 1/3oz margarine #100 scoop 1 pc cake w/icing 1 c fortified beverage 1 c navy beans (AE)	1 ea baked chicken leg qtr (E) 3/4c rice 1/2 c stewed tomatoes 1/2 c coleslaw 2 ea bread or rolls 1/3oz margarine #100 scoop 1/2 c applesauce 1 c fortified beverage #10 cc LS peanut butter (AE)	3 oz meat loaf (E) 2 oz LF gravy 3/4c noodles 1/2 c corn 1/2 c carrots 2 ea bread or rolls 1/3oz margarine #100 scoop 1 ea cookie 1 c fortified beverage #10 cc LS peanut butter (AE)	3oz beef patty(E) 1 oz cheese 3/4 c potato salad 1/2 c coleslaw 1 ea lettuce/tomato/pickles 2 t (1) mustard/(1) ketchup 2 sl bread 1/2 c applesauce 1/3oz margarine #100 scoop 1 c fortified beverage 1 c red beans (AE)	3/4 c BBQ diced turkey (E) 3/4c rice 3/4c pinto beans 1/2 c broccoli 2 ea bread or rolls 1/3oz margarine #100 scoop 1/2 c bread pudding 1 c fortified beverage 1 c black-eyed peas (AE)	3 oz baked breaded fish (E) 1/2 oz tartar sauce 3/4 c ovenbrown potatoes 1/2 c green beans 1/2 c coleslaw 2 ea bread or rolls 1/3oz margarine #100 scoop 1 ea cookie 1 c fortified beverage #10 cc LS peanut butter (AE)	3 oz spicy chicken patty (E) 2 oz LF gravy 3/4c oven stripped potatoes 1/2 c carrots 1/2 c tossed salad w/ dressing 2 ea bread or rolls 1/3oz margarine #100 scoop 1 ea brownie 1 c fortified beverage 1 c navy beans (AE)

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FACILITY OR INSTITUTION NAME: _____

MONTH OF OPERATION: _____

STATE OF FLORIDA
DEPARTMENT OF CORRECTIONS
MASTER MENU

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* Weight before heating
Revised 4/23/06

This is to certify that this menu is reviewed monthly and is served as written unless otherwise noted

[Signature]
Department of Corrections Approval

[Signature]
Kathleen L. Fuhman, MS, RD, LD #ND-234
Public Health Nutrition Program Manager

Food Service Director

SUNDAY	MONDAY	TUESDAY	WEDNESDAY	THURSDAY	FRIDAY	SATURDAY
WEEK 4						
BREAKFAST						
2 ea eggs (E) or scrambled eggs (E) 1 c grits 4 oz orange juice 3/4c lyonnaise potatoes 2 ea biscuits 1T jelly 1 c lowfat milk (1%) 1 c coffee/4pk sugar 1/2oz margarine #60 scoop No Alternate Entrée	2 ea pancakes (E) 1 c oatmeal 1 ea fresh fruit 2 oz syrup 1 c lowfat milk (1%) 1 c coffee/4pk sugar 1/2oz margarine #60 scoop No Alternate Entrée	2 oz breakfast sausage (E) 1 c grits 4 oz apple juice 3/4c oven browned potatoes 2 sl toast 1T jelly 1 c lowfat milk (1%) 1 c coffee/4pk sugar 1/2oz margarine #60 scoop 2 oz cheese (AE)	2 ea french toast (E) 1 c oatmeal 1 ea fresh fruit 2 oz syrup 1 c lowfat milk (1%) 1 c coffee/4pk sugar 1/2oz margarine #60 scoop No Alternate Entrée	3/4 c breakfast meat gravy (E) 1 c grits 4 oz apple juice 3/4c lyonnaise potatoes 2 ea biscuits 1T jelly 1 c lowfat milk (1%) 1 c coffee/4pk sugar 1/2oz margarine #60 scoop 2 oz cheese (AE)	2 ea eggs (E) or scrambled eggs (E) 1 c grits 4 oz pineapple juice 3/4c hashbrown potatoes 2 sl toast 1T jelly 1 c lowfat milk (1%) 1 c coffee/4pk sugar 1/2oz margarine #60 scoop No Alternate Entrée	2 pc coffee cake (E) 1 c cold cereal 4 oz mixed fruit juice 1 c lowfat milk (1%) 1 c coffee/4pk sugar 1/2oz margarine #60 scoop No Alternate Entrée
LUNCH						
1 c chili mac (E) 3/4c pinto beans 1/2 c tossed salad w/dressing 2 ea bread or rolls 1 pc cake w/icing 1 c fortified tea 1 c milk (Youth only) 1 c pinto beans (AE) 1/2 c macaroni	2 ea turkey hot dogs (E) 3/4c parsley potatoes 3/4c baked beans 1/2 c carrot coins 2 t relish 4 t (2)ketchup(2)mustard 2 ea bread or rolls 1 ea cookie 1 c fortified tea 1 c milk (Youth only) 1 c navy beans (AE)	3 oz turkey ham (E) 1/2 c greens 3/4c blackeyed peas 1/2 c coleslaw 2 t mustard 2 ea bread or rolls 1 c fortified tea 1 c milk (Youth only) 1 c black-eyed peas (AE)	3/4 c turkey/chicken salad (E) 3/4c oven browned potatoes 3/4c red beans 1/2 c carrot pineapple salad 2 ea bread or rolls 1 pc cake w/icing 1 c fortified tea 1 c milk (Youth only) 1 c red beans (AE)	1/2 c sloppy joe (E) 1/2 c carrots 3/4 c macaroni salad 1/2 c squash w/onions 2 ea bread or rolls 1 ea banana 1 c fortified tea 1 c milk (Youth only) 1 c navy beans (AE)	1 c Spanish rice (E) with meat 1/2 c broccoli 1/2 c cucumber-onion salad 2 ea bread or rolls 1 ea banana 1 c fortified tea 1 c milk (Youth only) 1 c pinto beans (AE) 1/2 c rice	1 c meat noodle stroganoff (E) 1/2 c green beans 1/2 c tossed salad w/dressing 2 ea bread or rolls 1 ea cookie 1 c fortified tea 1 c milk (Youth only) 1 c navy beans (AE) 1/2 c noodles
SUPPER						
3 oz meatloaf (E) 2 oz LF gravy 3/4c mashed potatoes 1/2 c green beans 1/2 c coleslaw 2 ea bread or rolls 1/2oz margarine #100 scoop 1 pc cake w/icing 1 c fortified beverage 1 c black-eyed peas (AE)	3 oz liver & onions (E) 2 oz LF gravy 3/4c rice 1/2 c peas 1/2 c squash w/onions 2 ea bread or rolls 1/2oz margarine #100 scoop 1/2 c bread pudding 1 c fortified beverage 1 c red beans (AE)	1/2 c burrito meat (E) #16c cheese 3/4c pinto beans 3/4c rice 1/2 c tossed salad w/dressing 2 ea tortilla 6" 1 ea cookie 1/2oz margarine #100 scoop 1 c fortified beverage #10 sc LS peanut butter (AE)	3/4 c meat sauce (E) 3/4c spaghetti 1/2 c mixed vegetables 1/2 c tossed salad w/dressing 2 ea bread or rolls 1/2oz margarine #100 scoop 1/2 c rice pudding 1 c fortified beverage 1 c pinto beans (AE)	1 ea baked chicken leg qtr (E) 3/4c rice 1/2 c corn 1/2 c coleslaw 2 ea bread or rolls 1/2oz margarine #100 scoop 1/2 c apple crisp 1 c fortified beverage #10 sc LS peanut butter (AE)	3 oz smoked turkey sausage(E) 1 ea baked potato #16sc grated cheese 3/4c chili beans 1/2 c tossed salad w/dressing 1/3 oz #100 sc margarine 2 ea bread or rolls 2 t mustard 1 pc brownie 1 c fortified beverage #10 sc LS peanut butter (AE)	3 oz turkey (E) 2 oz LF gravy 3/4c mashed potatoes 3/4c red beans 1/2 c cabbage 2 ea bread or rolls 1/2oz margarine #100 scoop 1/2 c peaches 1 c fortified beverage 1 c red beans (AE)

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(THE LAST 12 PAGES HAVE ALGORITHMS TO ASSIST IN DIAGNOSING ILLNESSES)**OFFICE OF HEALTH SERVICES, PHARMACY DEPARTMENT (LAST PSM 1-14-08)**

DRUG NAME	ALTERNATE NAME
ABACAVIR	ZIAGEN
ACCOLATE	ZAFIRLUKAST
ACCUZYME	ENZYME COMBINATIONS, TOPICAL
ACETAMINOPHEN	TYLENOL, DATRIL
ACETAMINOPHEN/ASPRIN/CAFFEINE	EXCEDRINE MIGRAINE
ACETAMINOPHEN/CODEINE LIQ CV	TYLENOL/COD LIQ
ACETAMINOPHEN/CODEINE TAB CIII	TYLENOL/COD #3
ACETAMINOPHEN/HYDROCODONE CIII	VICODIN, GENERIC
ACETIC ACID	
ACETIC ACID 2% OTIC	DOMEBORO OTIC
ACETIC ACID 2%/HC 1% OTIC	VOSOL-HC OTIC, GENERIC ONLY
ACETIC ACID OTIC	VOSOL OTIC
ACETONE	
ACETYLCYSTEINE	MUCOMYST
ACHROMYCIN	TETRACYCLINE
ACTA-CHAR	CHARCOAL, ACTIVATED U.S.P.
ACTH INJECTION	CORTICOTROPIN INJECTION
ACTHAR	CORTICOTROPIN INJECTION
ACTHAR	ACTH
ACTHAR GEL	ACTH, REPOSITORY
ACTIFED LIQ	TRIPROLIDINE/PSEUDOEPHEDRINE
ACTIFED TABLETS	TRIPROLIDINE/PSEUDOEPHEDRINE
ACYCLOVIR IV ONLY	ZOVIRAX IV ONLY
ACYCLOVIR /ACYCLOGUANOSINE	ZOVIRAX ORAL ONLY
ADALAT CC	NIFEDIPINE ER TABLET
Approved therapeutic substitution for Procardia XL	
ADRENALIN INJ	EPINEPHRINE HCL INJ
ADRENALIN, EPPY-N	EPINEPHRINE
ADRIAMYCIN	DOXORUBICIN HCL
ADRUCIL	FLUOROURACIL
ADSORBONAC	SODIUM CHLORIDE 5% OPHTH
AEROBID	FLUNISOLIDE INHALER
Therapeutic substitution for Nasarel and Nasalide	
AEROSPORIN	POLYMYXIN B SULFATE
AK-PENTOLATE	CYCLOPENTOLATE HCL
AKINETON	BIPERIDEN
ALBUMIN, NORMAL SERUM	ALBUMINAR-25
ALBUMINAR-25	ALBUMIN, NORMAL SERUM
ALBUTEROL	VENTOLIN, PROVENTIL
ALCOHOL, ETHYL	
ALCOHOL, ISOPROPYL	
ALDACTONE, GENERIC	SPIRONOLACTONE
ALDOMET	METHYLDOPA

It is DC policy that prescribing be limited to the FORMULARY unless an EXCEPTION REQUEST is approved by the RMED or designee and filed with the Director of Pharmacy Services for each exception request.

Revised as of 1-14-08

**(THE LAST 12 PAGES HAVE ALGORITHMS TO ASSIST IN DIAGNOSING ILLNESSES)
OFFICE OF HEALTH SERVICES, PHARMACY DEPARTMENT (LAST PSM 1-14-08)**

ALKERAN	MELPHALAN
ALLOPURINOL	ZYLOPRIM, GENERIC ONLY
ALPHAGAN 0.2% (GENERIC)	BRIMONIDINE TARTRATE
ALTERNAGEL	ALUMINUM OXIDE
ALU-TABS	ALUMINUM HYDROXIDE
ALUMINUM ACETATE	BUROW'S SOLN, DOMEBORO TABS
ALUMINUM HYDROXIDE/ALGINATE	GAVISCON
ALUMINUM/MAGNESIUM HYDROXIDE	MAALOX TC
ALUPENT	METAPROTERENOL
AMANTADINE	SYMMETREL
AMCILL	AMPICILLIN
AMETHOPTERIN	METHOTREXATE
AMINO ACID SOLUTION	FREAMINE III, AMINOSYN
AMINOPHYLLINE	
AMINOSYN	AMINO ACID SOLUTION
AMIODARONE	CORDARONE
AMLODIPINE	NORVASC
AMONIA, AROMATIC	
AMOXICILLIN	TRIMOX, AMOXIL
AMOXICILLIN/CLAVULANATE	AUGMENTIN
AMOXIL	AMOXICILLIN
AMPHOJEL	ALUMINUM HYDROXIDE
AMPHOTERICIN B IV	FUNGIZONE IV
AMPICILLIN	POLYCILLIN, AMCILL
AMPICILLIN NA/ SULBACTAM NA	UNASYN
AMRINONE LACTATE	INOCOR
ANALGESIC BALM, GENERIC	MENTH/METHYLSALICYLAT CRM
ANAPROX, GENERIC	NAPROXEN SODIUM
ANCEF	CEFAZOLIN
ANCOBON	FLUCYTOSINE
ANECTINE	SUCCINYLSALICYLATE
ANTIHEMOPHILIC FACTOR	FACTOR VIII COMPLEX (HUMAN)
ANTIHEMOPHILIC FACTOR (HUM)	MONOCLATE-P, FACTOR VIII COMPLEX
ANTILIRIUM	PHYSOSTIGMINE SALICYLATE
ANTISPASMODIC	BELLADONNA ALKA/PB
ANTIVERT	MECLIZINE HCL
ANUSOL OINTMENT	HEMORRHOID ANESTHETIC OINTMENT
ANUSOL SUPP	HEMORRHOIDAL SUPP
ANUSOL-HC CREAM	HYDROCORT/HEMORRHOID CREAM
APAP W CODEINE ELIXIR CV	TYLENOL C CODEINE, GENERIC
APRESOLINE	HYDRALAZINE
AQUA MEPHYTON, MEPHYTON	PHYTONADIONE
AQUAPHOR – Post Radiation only	HYDROPHILIC PETROLATUM
AQUASOL A	VITAMIN A
AQUASOL E	TOCOPHEROL

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ARAMINE	METARAMINOL BITARTRATE
AREDIA	PAMIDRONATE DISODIUM
ARISTOCORT INJ	TRIAMCINOLONE ACETONIDE
ARISTOCORT TOP	TRIAMCINOLONE TOPICAL
ARTIFICIAL TEAR	POLYVINYL ALCOHOL
ARTIFICIAL TEAR	METHYLCELLULOSE
ASA	ASPIRIN
ASACOL	MESALAMINE
ASPIRIN	ASA
ATARAX, VISTARIL	HYDROXYZINE PAMOATE
Prescription for Atarax & Vistaril will be therapeutically substituted per P & T 10/02/02	
ATENOLOL	TENORMIN, GENERIC ONLY
ATAZANAVIR SULFATE	REYATAZ
ATIVAN	LORAZEPAM CIV
ATOVAQUONE	MEPRON
ATRACURIUM	TRACRIUM
ATRIPLA	EFAVIRENZ, EMTRICITABINE, TENOFOVIR
ATROPINE SULFATE INJ	ISOPTOATROPINE
ATROPINE SULFATE OPHTH	IPRATROPIUM BROMIDE
ATROVENT INHALER	AMOXICILLIN/CLAVULANATE
AUGMENTIN	BENZOCAINE/ANTIPYRINE OTIC
AURALGAN SOLN	BENZOCAINE/ANTIPYRINE OTIC
AURTO, GENERIC ONLY	MOXIFLOXACIN HCl
AVELOX	ROSIGLITAZONE
AVANDIA	IMURAN
AZATHIOPRINE	ZITHROMAX ORAL AND INJECTABLE
AZITHROMYCIN	ZIDOVUDINE
AZT	SULFASALAZINE
AZULFIDINE	MILK OF MAG/CASCARA
B&W	BALANCED SALT OPHTH SOLN
B.S.S.	LACTOBACILLUS ACIDOPHILUS
BACID	BACITRACIN OINTMENT
BACIGUENT	BACIGUENT
BACITRACIN OINTMENT	
BACITRACIN OPHTHALMIC	
BACLOFEN	LIORESAL
BACTRIM ORAL, INJ	COTRIMOXAZOLE ORAL, INJ (TMP-SMX)
BACTROBAN	MUPIROCIN
BALANCED SALT OPHTH SOLN	B.S.S.
BALSAM PERU/TRYPsin SPRAY	GRANULEX
BCG INTRAVESICAL	PACIS, TICE BCG, THERA CYS
BCNU	CARMUSTINE
BECLOMETHASONE DIPROPIONATE	VANCERIL, BECLOVENT, Q-VAR
BECLOVENT	BECLOMETHASONE DIPROPIONATE
BELLADONNA ALKA/PB	DONNATAL, ANTISPASMODIC

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BELLADONNA/METHYLENE BLUE	URISED
BELLADONNA/PHENOBARB 16MG	DONNATAL, GENERIC ONLY
BENADRYL	DIPHENHYDRAMINE HCL
BENTYL	DICYCLOMINE HCL
BENYLIN SYRUP	DIPHENHYDRAMINE HCL
BENZAGEL	BENZOYL PEROXIDE
BENZALKONIUM CHLORIDE SOL	ZEPHIRAN SOLN
BENZOCAINE 14%	CETACAINE
BENZOCAINE COMBINATIONS	CORTICAINE
BENZOCAINE LOZENGES IND-PAK	THORETS
BENZOCAINE TOPICAL SPRAY	DERMOPLAST, HURRICAIN
BENZOCAINE/ANTIPYRINE OTIC	AURALGAN SOLN, AURTO, GENERIC
BENZOIN TINCTURE	
BENZONATATE	TESSALON PERLES
BENZOYL PEROXIDE	BENZAGEL, DESQUAM-X
BENZOYL PEROXIDE TOPICAL	PANOXYL AQ-10, GENERIC ONLY
BENZTROPINE MESYLATE	COGENTIN
BETADINE	POVIDONE-IODINE TOPICAL
BETAGAN	LEVOBUNOLOL OPHTHALMIC
BETAMETHASONE	CELESTONE
BETAMETHASONE DIP	DIPROLENE OINTMENT AND CREAM
BETAMETHASONE DIPROPIONATE	DIPROSONE, MAXIVATE, GENERIC
BETAMETHASONE TOPICAL	VALISONE, DIPROSONE
BETAMETHASONE VALERATE OINT	BETATREX, GENERIC
BETATREX	BETAMETHASONE VALERATE OINT
BETAXOLOL HCL OPHTHALMIC	BETOPTIC
BETHANECHOL CHLORIDE	URECHOLINE, GENERIC ONLY
BETOPTIC	BETAXOLOL HCL OPHTHALMIC
BH WETTING SOLN	POLYVINYL ALCOHOL
BIAXIN	CLARITHROMYCIN
BICALUTAMIDE	CASODEX
BICILLIN	PENICILLIN G BENZATHINE
BICITRA SOLN	SOD CITRATE/CITRIC ACID
BICNU	CARMUSTINE
BIOZYME-C CREAM	COLLAGENASE TOPICAL
BIPERIDEN	AKINETON
BISACODYL	DULCOLAX
BISMUTH SUBSALICYLATE	PINK BISMUTH, PEPTO BISMOL
BLENOXANE	BLEOMYCIN
BLEOMYCIN	BLENOXANE
BLEPH-10	SULFACETAMIDE SODIUM
BONINE	MECLIZINE HCL
BORIC ACID	
BOSTON CLEANER DAILY	RIGID GAS PERMEABLE
BOSTON CONDITIONING SOLUTION	RIGID GAS PERMEABLE

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BRETHINE	TERBUTALINE SULFATE
BRETYLIUM TOSYLATE	BRETYLOL
BRETYLOL	BRETYLIUM TOSYLATE
BRICANYL	TERBUTALINE SULFATE
BRIMONIDINE TARTRATE	ALPHAGAN 0.2% (GENERIC ONLY)
BROMOCRIPTINE	PARLODEL
BUFFERED OPHTH IRRIGATION	DACRIOSE
BUPIVACAINE HCL	MARCAINE, SENSORCAINE
BUPIVACAINE/EPINEPHRINE	MARCAINE/EPINEPHRINE
BUPROPION SR	WELLBUTRIN SR
BUROW'S SOLN	ALUMINUM ACETATE
CAFERGOT	ERGOTAMINE/CAFFEINE
CALAMINE LOTION, USP	
CALAN SR	VERAPAMIL ER
CALAN	VERAPAMIL HCL
CALCIFEROL	ERGOCALCIFEROL
CALCIMAR	CALCITONIN
CALCITONIN	CALCIMAR
CALCITRIOL	ROCALTROL, VITAMIN D
CALCIUM ACETATE	PHOSLO
CALCIUM CARBONATE	OS-CAL 500, OS-CAL
CALCIUM CHLORIDE	
CALCIUM GLUCONATE	
CALCIUM LEUCOVORIN	WELLCOVORIN, FOLINIC ACID
CAMPTOSAR	IRINOTECAN HCI
CAPECITABINE	XELODA
CAPOTEN	CAPTOPRIL
CAPTOPRIL	CAPOTEN
CARAFATE	SUCRALFATE
CARBAMAZEPINE	TEGRETOL
CARBAMIDE PEROXIDE OTIC	DEBROX
CARBIDOPA/LEVODOPA	SINEMET
CARBOCAINE	MEPIVACAINE
CARDIZEM CD	DILTIAZEM CD
CARDIZEM-GENERIC ONLY	DILTIAZEM
CARDIZEM SR-GENERIC ONLY	DILTIAZEM ER
CARDURA	DOXAZOSIN MESYLATE
CARVEDILOL	COREG (GENERIC ONLY)
CASODEX	BICALUTAMIDE
CARMUSTINE	BCNU, BICNU
CATAPRES	CLONIDINE HCL
CCNU	LOMUSTINE
CECLOR	CEFACLOR
CECON	ASCORBIC ACID
CEE NU	LOMUSTINE

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CEFACLOR	CECLOR
CEFAZOLIN	ANCEF, KEFZOL
CEFOXITIN SODIUM	MEFOXIN
CEFTRIAZONE	ROCEPHIN
CELESTONE	BETAMETHASONE
CELEXA	CITALOPRAM
CEPHALEXIN	KEFLEX, GENERIC
CEPHULAC	LACTULOSE
CERUBIDINE	DAUNORUBICIN HCL
CETACAINE	BENZOCAINE 14%
CETACORT LOTION	HYDROCORTISONE TOPICAL
CHARCOAID	CHARCOAL, ACTIVATED U.S.P.
CHARCOAL, ACTIVATED U.S.P.	CHARCOAID, ACTA-CHAR
CHLOR-TRIMETON	CHLORPHENIRAMINE MALEATE
CHLORAMBUCIL	LEUKERAN
CHLORHEXIDINE GLUCONATE	HIBICLENS
CHLORHEXIDINE GLUCONATE	PERIDEX ORAL RINSE
CHLOROFLUOROMETHANE	FLUORI-METHANE
CHLOROPROCAINE	NESACAINE
CHLORPHENIRAMINE MALEATE	CHLOR-TRIMETON
2 MG CHLORPHENIRAMINE MALEATE	ONSET FORTE
325 MG ACETAMINOPHEN	
CHLORPHENIRAMINE/PSEUDOEPHEDRINE	SUDAFED PLUS, DECONAMINE S.R.
CHLORPROMAZINE	THORAZINE
CHLORTHALIDONE	HYGROTON, GENERIC
CHLORZOXAZONE	PARAFON FORTE DSC
CHOLOGRAFIN MEGLUMINE	IODIPAMIDE MEGLUMINE
CHRONULAC	LACTULOSE
CILOXAN	CIPROFLOXACIN
CIPROFLOXACIN HCL	CILOXAN
CISPLATIN	CISPLATINUM, PLATINOL
CISPLATINUM	CISPLATIN
CITALOPRAM	CELEXA
CITROMA, CITRATE OF MAGNESIA	MAGNESIUM CITRATE
CITROVORUM FACTOR	LEUCOVORIN CALCIUM
CITRUCEL	FIBER LAXATIVE
CLARITHROMYCIN	BIAXIN
CLARITIN	LORATADINE
CLEAN-N-SOAK	CLEANING & SOAKING SOLUTION
CLEANING & SOAKING SOLUTION	HARD CONTACT LENS, CLEAN-N-SOAK
CLEANING SOLUTION	CONTACT LENS SOLN (HARD LENS)
CLEOCIN (ORAL PRODUCT)	CLINDAMYCIN
CLEOCIN VAGINAL CREAM	CLINDAMYCIN PHOSPH
CLERZ 2	LUBRICATING EYE DROPS
CLINDAMYCIN (ORAL PRODUCT)	CLEOCIN

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CLINDAMYCIN PHOSPHATE VAGINAL	CLEOCIN VAGINAL
CLINORIL	SULINDAC
CLOBETASOL PROPIONATE	TEMOVATE
CLOFAZIMINE	LAMPRENE
CLONIDINE HCL	CATAPRES, GENERIC
CLOPIDOGREL	PLAVIX
CLOTTRIMAZOLE	MYCELEX, LOTRIMIN
CMI MULTITEST	
CODEINE PHOSPHATE/SULFATE CII	
COGENTIN	BENZTROPINE MESYLATE
COLACE	DOCUSATE
COLCHICINE	
COLLAGENASE TOPICAL	BIOZYME-C CREAM
COLYTE	ORAL COLON LAVAGE SOLN
COMBIVENT	IPRATROPIUM BROMIDE AND ALBUTEROL SULFATE

For moderate to severe Asthma only.

COMFORT EYE DROPS	EYE DROPS FOR GAS PERMEABLE
CONDYLOX TOPICAL (FOR SINGLE DOSE ONLY)	PODOFILOX
CONDYLOX GEL (FOR SINGLE DOSE ONLY)	PODOFLIOX
CONRAY	IOTHALAMATE MEGLUMINE
CONTACT LENS SOLN (HARD LENS)	WETTING SOLUTION, CLEANING SOLUTION
CONTACT LENS SOLUTION	SENSITIVE EYES, FLEXCARE
CORDARONE	AMIODARONE
COREG (GENERIC ONLY)	CARVEDILOL
CORTAID, GENERIC	HYDROCORTISONE ACETATE
CORTEF	HYDROCORTISONE
CORTENEMA	HYDROCORTISONE ENEMA
CORTICAINE	BENZOCAINE COMBINATIONS
CORTICAINE	DIBUCAINE/HYDROCORTISONE
CORTICAINE TOP	HYDROCORTISONE/DIBUCAINE
CORTICOTROPIN INJECTION	ACTH INJECTION, ACTHAR
CORTISPORIN OTIC	NEOMYCIN / POLYMYXIN / HC OTIC
CORTISONE ACETATE	CORTONE
CORTONE	CORTISONE ACETATE
CORTROSYN	COSYNTROPIN
COSMEGEN	COSMEGEN
COSYNTROPIN	CORTROSYN
COTRIMOXAZOLE INJ	BACTRIM INJ, SEPTRA INJ
COTRIMOXAZOLE ORAL (TMP-SMX)	BACTRIM ORAL, SEPTRA ORAL
COUMADIN	WARFARIN SODIUM
CRESTOR	ROSUVASTATIN.
CRIVAN	INDINAVIR
CUEMID	CHOLESTYRAMINE RESIN
CURARE	TUBOCURARINE

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CYANOCOBALAMIN	VITAMIN B-12
CYCLOBENZAPRINE	FLEXERIL
CYCLOGYL	CYCLOPENTOLATE HCL
CYCLOPENTOLATE HCL	CYCLOGYL, AK-PENTOLATE
CYCLOPHOSPHAMIDE	CYTOXAN, NEOSAR
CYCLOSPORINE	SANDIMMUNE, NEORAL
CYPROHEPTADINE	PERIACTIN
CYSTO-CONRAY	IOTHALAMATE MEGLUMINE
CYSTOGRAFIN	DIATRIZOATE MEGLUMINE
CYTARABINE HCL	CYTOSAR
CYTOSAR	CYTARABINE HCL
CYTOTEC	MISOPROSTOL
CYTOVENE	GANCICLOVIR SODIUM
CYTOXAN	CYCLOPHOSPHAMIDE
D-GLUCOSE	DEXTROSE
DACARBAZINE	DTIC-DOME
DACRIOSE	BUFFERED OPHTH IRRIGATION
DAILY CLEANER (HARD LENSES)	TITAN LIQUID CL
DAILY CLEANER (SOFT LENSES)	LENS PLUS
DAKIN'S SOLUTION	SODIUM HYPOCHLORITE
DANAZOL	DANOCRINE
DANOCRINE	DANAZOL
DAPSONE	DDS
DARAPRIM	PYRIMETHAMINE
DATRIL	ACETAMINOPHEN
DAUNOMYCIN HCL	DAUNORUBICIN HCL
DAUNORUBICIN HCL	CERUBIDINE, DAUNOMYCIN HCL
DDAVP	DESMOPRESSIN ACETATE
DDI	DIDANOSINE
DDS	DAPSONE
DEBRISAN	DEXTRANOMER
DEBROX	CARBAMIDE PEROXIDE OTIC
DECADRON OPTH	DEXAMETHASONE OPHTHALMIC
DECADRON	DEXAMETHASONE INJECTIBLE/ORAL
DECONAMINE S.R.	CHLORPHENIRAMINE/PSEUDOEPHEDRINE
DELESTROGEN	ESTRADIOL VALERATE INJ
DELAVIRDINE	RESCRIPTOR
DELTASONE	PREDNISONE
DEMEROL	MEPERIDINE HCL CII
DENTAL AGENTS	
DENTU CREAM PASTE	DENTURE CLEANER
DENTURE CLEANER	DENTU CREAM PASTE
DEPAKENE	VALPROIC ACID
DEPO PROVERA	MEDROXYPROGESTERONE ACETATE
DEPO-ESTRADIOL	ESTRADIOL CYPIONATE INJ

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DEPO-MEDROL	METHYLPREDNISOLONE
DERMOPLAST	BENZOCAINE TOPICAL SPRAY
DESENSITIZING TOOTHPASTE	SENSODYNE
DESMOPRESSIN ACETATE	DDAVP, STIMATE
DESQUAM-X	BENZOYL PEROXIDE
DEXAMETHASONE OPHTHALMIC	DECADRON OPHTH, MAXIDEX
DEXAMETHASONE INJECTIBLE/ORAL	DECADRON
DEXTRANOMER	DEBRISAN
DEXTROSE	D-GLUCOSE, GLUCOSE
DEXTROSE AND SODIUM CHLORIDE	
DEXTROSE/LEVULOSE/PHOSPHORIC ACID	EMETROL, GENERIC ONLY
DHS TAR SHAMPOO	TAR SHAMPOO
DIAGNOSTIC AGENTS	
DIALOSE PLUS	DOCUSATE/CASANTHRANOL
DIATRIZOATE MEGLUMINE	RENO-M-30, RENO-M-60, CYSTOGRAFIN
DIATRIZOATE SODIUM	HYPAAQUE
DIAZEPAM (ANTIANSXIETY) CIV	VALIUM
DIAZEPAM (ANTICONVULSANT) CIV	VALIUM
DIAZEPAM (SEDATIVE) CIV	VALIUM
DIBUCAINE TOPICAL	GENERIC ONLY
DIBUCAINE/HYDROCORTISONE	CORTICAINE
DICLOXACILLIN	DYNAPEN
DICYCLOMINE HCL	BENTYL
DIDANOSINE	VIDEX, DDI
DIDANOSINE EC	VIDEX EC
DIDRONEL	ETIDRONATE
DIFLUCAN	FLUCONAZOLE
DIGOXIN	LANOXIN
DILACOR XR	DILTIAZEM ER
DILANTIN	PHENYTOIN
DILTIAZEM (ONCE DAILY DOSING)	CARDIZEM CD
(Therapeutic substitution approved)	
DILTIAZEM-GENERIC ONLY	CARDIZEM
DILTIAZEM ER-GENERIC ONLY	CARDIZEM SR, DILACOR XR
DIMETHYL SULFOXIDE (DMSO)	DMSO
(RMC Oncology use only)	
DINOPROST TROMETHAMINE	PROSTIN F2 ALPHA
DINOPROSTONE	PROSTIN E2
DIPHENHYDRAMINE HCL	BENADRYL, BENYLIN SYRUP
DIPHThERIA/TETANUS TOXOID	DT, TD
DIPIVEFRIN HCL OPHTH	PROPINE
DIPROLENE CREAM AND OINTMENT	BETAMETHASONE DIP
DIPROSONE	BEAMETHASONE DIPROPIONATE CRM
DIPROSONE, MAXIVATE, GENERIC	BETAMETHASONE DIPROPIONATE
DISALCID, GENERIC	SALSALATE

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DISINFECTION SOLN (SOFT LEN)

DITROPAN

DIULO

DMSO (RMC Oncology use only)

DOBUTAMINE

DOBUTREX

DOCETAXEL

DOCUSATE SODIUM

DOCUSATE CALCIUM

DOCUSATE/PHENOPHTHALEIN

DOMEBORO OTIC

DOMEBORO TABS

DONNATAL

DONNATAL

DOPAMINE HCL

DOXAZOSIN MESYLATE

DOXIDAN

DOXORUBICIN HCL

DOXYCYCLINE

DRISDOL

DSS

DT

DTIC-DOME

DULCOLAX

DUODERM

DUOFILM

DYAZIDE, MAXZIDE-25

DYNAPEN

E-MYCIN

E.E.S.

EDROPHONIUM CHLORIDE

EFAVIRENZ

EFAVIRENZ, EMTRICITABINE, TENOFOVIR

EFODINE

ELIMITE CREAM

ELOXATIN

(RMC Cancer use only)

EMETROL

EMTRICITABINE

EMTRICITABINE / TENOFOVIR DISOPROXIL FUMARATE

EMTRICITABINE, TENOFOVIR, EFAVIRENZ

EMTRIVA

ENALAPRIL

ENGERIX-B ADULT

ENLON

OXYBUTYNIN

METOLAZONE

DIMETHYL SULFOXIDE

DOBUTREX

DOBUTAMINE

TAXOTERE

COLACE, DSS

SURFAK, DIOCTOC

DOXIDAN

ACETIC ACID 2% OTIC

ALUMINUM ACETATE

BELLADONNA/PHENOBARB 16MG

BELLADONNA ALKA/PB

INTROPIN

CARDURA

DOCUSATE/PHENOPHTHALEIN

ADRIAMYCIN

VIBRAMYCIN

ERGOCALCIFEROL

DOCUSATE

DIPHThERIA/TETANUS TOXOID

DACARBAZINE

BISACODYL

FLEXIBLE HYDROACTIVE DRESSING

SALICYLIC ACID

TRIAMTERENE/HCTZ

DICLOXACILLIN

ERYTHROMYCIN BASE

ERYTHROMYCIN ETHYLSUCCINATE

TENSILON, ENLON

SUSTIVA

ATRIPLA

POVIDONE-IODINE TOPICAL

PERMETHRIN

OXALIPLATIN

DEXTROSE/LEVULOSE/PHOSPHORIC ACID

EMTRIVA

TRUVADA

ATRIPLA

EMTRICITABINE

VASOTEC

HEPATITIS B VACCINE(RECOMBINANT)

EDROPHONIUM CHLORIDE

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ENOXAPARIN SODIUM INJECTION	LOVENOX
ENSURE PLUS	ENTERAL DIET, COMPLETE
ENSURE	ENTERAL DIET, SUPPLEMENT
ENTERAL DIET, CLEAR LIQUID, NOT COMPLETE	FORTA DRINK
ENTERAL DIET, COMPLETE	SUSTACAL PLUS, ENSURE PLUS
ENTERAL DIET, COMPLETE DIABETIC	GLUCERNA
ENTERAL DIET, COMPLETE HIGH CALORIE	TWOCAL
ENTERAL DIET, COMPLETE PULM/DIABET	PULMOCARE
ENTERAL DIET, COMPLETE RENAL	SUPLENA
ENTERAL DIET, ISOTONIC	ISOCAL, OSMOLITE HN
ENTERAL DIET, SUPPLEMENT	SUSTACAL, ENSURE
ENZYMATIC CLEANER KIT	FOR SOFT, GAS PERMEABLE
ENZYME COMBINATIONS, TOPICAL	ACCUZYME
EPIFRIN	EPINEPHRINE OPHTH SOLN
EPINAL	EPINEPHRINE OPHTH SOLN
EPINEPHRINE	ADRENALIN, EPPY
EPINEPHRINE HCL INJ	ADRENALIN INJ
EPINEPHRINE INJ SUSP	SUS-PHRINE
EPINEPHRINE OPHTH SOLN	EPINAL, EPIFRIN
EPIVIR	LAMIVUDINE (3TC)
EPIVIR / ZIAGEN	EPIZCOM
EPIZCOM	EPIVIR / ZIAGEN
EPOETIN ALFA	EPOGEN, PROCRT
EPOGEN	EPOETIN ALFA
ERGOCALCIFEROL	DRISDOL, CALCIFEROL
ERGONOVINE MALEATE INJ	ERGOTRATE
ERGOTAMINE/CAFFEINE	CAFERGOT
ERGOTRATE	ERGONOVINE MALEATE INJ
ERYC	ERYTHROMYCIN BASE
ERYTHROCIN	ERYTHROMYCIN STEARATE
ERYTHROMYCIN	ILOTYCIN
ERYTHROMYCIN BASE	ERYC, E-MYCIN
ERYTHROMYCIN ETHYLSUCCINATE	E.E.S., PEDIAMYCIN
ERYTHROMYCIN OPHTHALMIC	ILOTYCIN
ERYTHROMYCIN STEARATE	ERYTHROCIN, GENERIC
ESTINYL	ETHINYL ESTRADIOL
ESTRADERM	ESTRADIOL
ESTRADIOL	ESTRADERM
ESTRADIOL CYPIONATE INJ	DEPO-ESTRADIOL
ESTRADIOL VALERATE INJ	DELESTROGEN
ESTROGENIC SUBST CONJ CRM	PREMARIN CREAM
ESTROGENIC SUBSTANCE CONJ	PREMARIN
ESTRONE SUSPENSION INJ	
ESTROPIPATE	OGEN
ETHAMBUTOL HCL	MYAMBUTOL

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ETHINYL ESTRADIOL	ESTINYL, FEMINONE
30 MCG ETHINYL ESTRADIOL AND 0.3 MG	LO OVRAL NORGESTREL
35 MCG ETHINYL ESTRADIOL AND 1 MG	ORTHO-NOVUM 1/35 NORGESTREL
PHASE 1 - 35 MCG ETHINYL ESTRADIOL AND	ORTHO-NOVUM 7/7/7
0.5 MG NORETHINDRONE//PHASE 2 - 35 MCG	
ETHINYL ESTRADIOL AND 0.75 MG	
NORETHINDRONE// PHASE 3 - 35 MCG	
30 MCG ETHINYL ESTRADIOL AND 1.5 MG	LOESTRIN 1.5/30
NORETHINDRONE	
ETHINYL ESTRADIOL AND NORGESTIMATE	ORTHO TRI-CYCLEN
ETIDRONATE	DIDRONEL
ETOPOSIDE	VEPESID
EXCEDRINE MIGRAINE	ACETAMINOPHEN/ASPRIN/CAFFEINE
EYE DROPS FOR GAS PERMEABLE	COMFORT EYE DROPS
EYE DROPS FOR SOFT LENSES	LUBRICANT EYE DROPS, MOISTURE DROPS
EYE STREAM	SODIUM CHLORIDE (ISOTONIC)
FACTOR COMPLEX VIII	ANTIHEMOPHILIC FACTOR (HUMAN)
FACTOR VIII COMPLEX (HUMAN)	ANTIHEMOPHILIC, MONOCLATE-P
FAT EMULSION	LIPOSYN II
FEMINONE	ETHINYL ESTRADIOL
FEOSOL	FERROUS SULFATE
FER-IN-SOL	FERROUS SULFATE
FERRLECIT	SODIUM FERRIC GLUCONATE COMPLEX
FERROUS SULFATE	FEOSOL, FER-IN-SOL
FIBER LAXATIVE	CITRUCEL, NATURAL FIBER, METAMUCIL
FIBER-LAX	POLYCARBOPHIL
FILGRASTIM	NEUPOGEN
FLAGYL	METRONIDAZOLE
FLAVOXATE HCL	URISPAS
FLEET ENEMA	SOD PHOSPHATE/BIPHOSPHATE
FLEET ENEMA	PHOSPHATE INORGANIC ENEMA
FLEXCARE	CONTACT LENS SOLUTION
FLEXERIL	CYCLOBENZAPRINE
FLEXIBLE HYDROACTIVE DRESSING	DUODERM
FLORINEF	FLUDROCORTISONE ACETATE
FLOVENT	FLUTICASONE
FLOXIN	OFLOXACIN
FLOXURIDINE	FUDR
FLUCONAZOLE	DIFLUCAN
FLUCYTOSINE	ANCOBON
FLUDARABINE	FLUDURA
FLUDURA	FLUDARABINE
FLUDROCORTISONE ACETATE	FLORINEF
FLUMAZENIL	ROMAZICON
FLUOCINONIDE	LIDEX, TOPSYN GEL, GENERIC

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(THE LAST 12 PAGES HAVE ALGORITHMS TO ASSIST IN DIAGNOSING ILLNESSES)

OFFICE OF HEALTH SERVICES, PHARMACY DEPARTMENT (LAST PSM 1-14-08)

FLUOR I STRIP	FLUORESCHEIN TX-STRIP
FLUORESCHEIN SODIUM	FLURESS
FLUORESCHEIN TX-STRIP	FLUOR I STRIP
FLUORI-METHANE	CHLOROFLUOROMETHANE
FLUOROMETHOLONE	FML OPHTH SUSP, FML FORTE
FLUOROURACIL	5-FLUOROURACIL, 5-FU
FLUOTHANE	HALOTHANE
FLUOXETINE 10 MG 20MG ONLY	GENERIC ONLY
FLUOXYMESTERONE CIII	HALOTESTIN
FLUNISOLIDE NASAL INHALER	AEROBID
Therapeutic substitution for Nasarel and Nasalide	
FLUPHENAZINE DECANOATE	PROLIXIN DECANOATE
FLUPHENAZINE HCL	PROLIXIN
FLURESS	FLUORESCHEIN SODIUM
FLUROSYN	FLUOCINOLONE ACETONIDE
FLUZONE	INFLUENZA VIRUS VACCINE
FML FORTE	FLUOROMETHOLONE
FML OPHTH SUSP	FLUOROMETHOLONE
FOLIC ACID	FOLVITE
FOLINIC ACID	CALCIUM LEUCOVORIN
FOLVITE	FOLIC ACID
FOR SOFT, GAS PERM.	ENZYMATIC CLEANER KIT
FORTOVASE	SAQUINAVIR MESYLATE
FOSAMPRENAVIR CALCIUM	LEXIVA
FREAMINE III	AMINO ACID SOLUTION
FUDR	FLOXURIDINE
FULVICIN P/G	GRISEOFULVIN
FUNGIZONE IV	AMPHOTERICIN B IV
FUROSEMIDE	LASIX, GENERIC
GADODIAMIDE	OMNISCAN
GAMMULIN RH	RH-O (D) IMMUNOGLOBULIN
GANCICLOVIR SODIUM	CYTOVENE
GANTRISIN	SULFISOXAZOLE
GARAMYCIN CREAM	GENTAMICIN TOPICAL
GARAMYCIN INJ	GENTAMICIN SULFATE INJ
GARAMYCIN OPHTH	GENTAMICIN OPHTHALMIC
GASTRODRAFIN	MG GASTROVIEW
GAVISCON	ALUMINUM HYDROX/ALGINATE
GEMCITABINE HCl	GEMZAR
GEMFIBROZIL	LOPID
GEMZAR	GEMCITABINE HCl
GENTACIDIN	GENTAMICIN OPHTHALMIC
GENTAMICIN OPHTHALMIC	GARAMYCIN OPHTH, GENTACIDIN
GENTAMICIN SULFATE INJ	GARAMYCIN INJ
GENTAMICIN TOPICAL	GARAMYCIN CREAM

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GEODON	ZIPRASIDONE HCL
GLIPIZIDE	GLUCOTROL, GLUCOTROL XL
GLUCAGON HCL	
GLUCERNA	ENTERAL DIET, COMPLETE DIABETIC
GLUCOPHAGE	METFORMIN HCL
GLUCOPHAGE XR	METFORMIN HYDROCHLORIDE
GLUCOSE	DEXTROSE
GLUCOTROL	GLIPIZIDE
GLUCOTROL XL	GLIPIZIDE
GLYCERIN SUPPOSITORY	
GOLYTELY	ORAL COLON LAVAGE SOLN
GRANULEX SPRAY	TRYPSIN-BALSAM PERU
GRIFULVIN V	GRISEOFULVIN
GRISEOFULVIN	FULVICIN P/G, GRIFULVIN V
GUAIFENESIN	ROBITUSSIN, GENERIC ONLY, HUMIBID
H-BIG	HEPATITIS B IMMUNE GLOBULIN
HALDOL	HALOPERIDOL
HALDOL DECANOATE	HALOPERIDOL DECANOATE
HALOPERIDOL	HALDOL
HALOPERIDOL DECANOATE	HALDOL DECANOATE
HALOTESTIN	FLUOXYMESTERONE CIII
HALOTHANE	FLUOTHANE
HARD CONTACT LENS	CLEANING & SOAKING SOLUTION
HAVRIX	HEPATITIS A VACCINE
HEMORRHOID ANESTHETIC OINT	ANUSOL OINTMENT
HEMORRHOID EMOLLIENT OINT	PREPARATION H
HEMORRHOIDAL SUPP	ANUSOL SUPP
HEPARIN INFUSION	
HEPARIN SODIUM INJ	
HEPATITIS A VACCINE	HAVRIX
HEPATITIS B IMMUNE GLOBULIN	H-BIG
HEPATITIS B VACCINE (RECOMB)	ENGERIX-B ADULT
HIBICLENS	CHLORHEXIDINE GLUCONATE
HIVID	ZALCITABINE
HOMATROPINE HBR OPHTHALM	
HOMATROPINE HYDROBROMIDE	ISOPTO HOMATROPINE
HUMIBID	GUAIFENESIN
HURRICAIN	BENZOCAINE TOPICAL SPRAY
HYALURONATE SOD	SODIUM HYALURONATE
HYCAMTIN	TOPOTECAN HCl
HYDRALAZINE	APRESOLINE
HYDREA	HYDROXYUREA
HYDROCHLOROTHIAZIDE	HYDRODIURIL, ORETIC
HYDROCORT/HEMORRHOID CREAM	ANUSOL-HC CREAM
HYDROCORTISONE	CORTEF, SOLU-CORTEF

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HYDROCORTISONE ACETATE	CORTAID, GENERIC
HYDROCORTISONE / DIBUCAINE	CORTICAINE
HYDROCORTISONE ENEMA	CORTENEMA
HYDROCORTISONE TOPICAL	CETACORT LOTION
HYDRODIURIL	HYDROCHLOROTHIAZIDE
HYDROGEN PEROXIDE	PEROXIDE
HYDROPHILIC PETROLATUM- Post Radiation only	AQUAPHOR
HYDROXYCHLOROQUINE	PLAQUENIL
HYDROXYUREA	HYDREA
HYDROXYZINE PAMOATE	VISTARIL, ATARAX
Prescription for Atarax & Vistaril will be therapeutically substituted per P & T 10/02/02	
HYGROTON, GENERIC	CHLORTHALIDONE
HYOSCYAMINE SULFATE	LEVSIN
HYPAAQUE	DIATRIZOATE SODIUM
HYPERTET	TETANUS IMMUNE GLOBULIN
HYTRIN	TERAZOSIN
IBUPROFEN	MOTRIN, RUFEN
IDOXURIDINE	HERPLEX, STOXIL
IFEX	IFOSFAMIDE
IFOSFAMIDE	IFEX
ILOTYCIN OPHTH	ERYTHROMYCIN OPHTHALMIC
IMMUNE GLOBULIN	SANDOGLOBULIN
IMODIUM	LOPERAMIDE
IMODIUM AD	LOPERAMIDE
IMURAN	AZATHIOPRINE
INACTIVATED HEPATITIS A/HBSAG ² PROTEIN	TWIN RX
INDAPAMIDE	LOZOL
INDERAL, GENERIC	PROPRANOLOL HCL
INDERAL LA, GENERIC	PROPRANOLOL EXTENDED RELEASE
INDINAVIR	CRIXIVAN
INDOCIN (<i>RESTRICTED TO 7 DAYS</i>)	INDOMETHACIN
INDOCIN-SR (<i>RESTRICTED TO 7 DAYS</i>)	INDOMETHACIN SR
INDOMETHACIN (<i>RESTRICTED TO 7 DAYS</i>)	INDOCIN/INDOCIN SR
INFLUENZA VIRUS VACCINE	FLUZONE
INH	ISONIAZID
INOCOR	AMRINONE LACTATE
INSULIN, NPH HUMAN	NOVOLIN N
INSULIN, REGULAR HUMAN	NOVOLIN R
INSULIN,HUMAN COMB 70/30	NOVOLIN 70/30
INTAL, CROLOM	CROMOLYN SODIUM
INTERFERON ALFA-2A	REFERON-A
INTERFERON ALFA-2B RECOMBINANT	INTRON A
Only approved for Hepatitis C and AIDS related Kaposi's Sarcoma	
INTRALIPID	INTRAVENOUS FAT EMULSION
INTRAVENOUS FAT EMULSION	NTRALIPID, LIPOSYN

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INTRON A

INTERFERON ALFA-2B RECOMBINANT

Only approved for Hepatitis C and AIDS related Kaposi's Sarcoma

INTROPIN

DOPAMINE HCL

INVIRASE

SAQUINAVIR MESYLATE

IODINE TINCTURE 2%, USP

IODIPAMIDE MEGLUMINE

CHOLOGRAFIN MEG

IOHEXOL

OMNIPAQUE 240, 300, 350

IOPANOIC ACID

TELEPAQUE

IOTHALAMATE MEGLUMINE

CYSTO-CONRAY, CONRAY

IPECAC SYRUP

IPRATROPIUM BROMIDE/ALBUTEROL SULFATE COMBIVENT

For moderate to severe Asthma only.

IRINOTECAN HCl

CAMPTOSAR

IPRATROPIUM BROMIDE

ATROVENT INHALER

IRON W/ VITS W/ C

BEROCCA PLUS

IRRIGATION SET

IRRIGATION STERILE

STERILE WATER FOR IRRIGATION

ISOCAL

ENTERAL DIET, ISOTONIC

ISOETHARINE HCL

BRONKOMETER

ISONIAZID

INH, NYDRAZID

ISOPROTERENOL

ISUPREL

ISOPTIN

VERAPAMIL HCL

ISOPTO HOMATROPINE

HOMATROPINE HYDROBROMIDE

ISOPTOATROPINE

ATROPINE SULFATE OPHTH

ISOPTOCARPINE

PILOCARPINE HCL (0.5-3%)

ISOPTOCARPINE

PILOCARPINE HCL (4-10%)

ISOPTOXYOSCINE

SCOPOLAMINE HBR OPHTH

ISORDIL

ISOSORBIDE DINITRATE ORAL

ISOSORBIDE DINITRATE ORAL

ISORDIL, SORBITRATE

ISOTONIC NaCl

SODIUM CHLORIDE INJECTION

ISOVUE-300

IOPAMIDOL

ISUPREL

ISOPROTERENOL

ITRACONAZOLE

SPORANOX

Only Approved For Histoplasmosis/ Aspergillosis/ Blastomycosis/ Esophageal Candidiasis / Oral Candidiasis

K-LYTE CL

POTASSIUM CHLORIDE

KALETRA

LOPINAVIR/RITANAVIR

KAOLIN/PECTIN

KAOPECTATE

KAOPECTATE

KAOLIN/PECTIN

KARAYA GUM

KARAYA GUM POWDER

KARAYA GUM POWDER

KARAYA GUM

KAYEXALATE

SOD POLYSTYRENE SULFONATE

KEFLEX, GENERIC

CEPHALEXIN

KEFZOL

CEFAZOLIN

KENALOG INJECT

TRIAMCINOLONE ACETONIDE

KENALOG PLASIBASE

TRIAMCINOLONE ACETONIDE OINT

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KENALOG TOPICAL

KERALYT

KETO-STIX

KETOCONAZOLE

KETOROLAC TROMETHAMINE

TRIAMCINOLONE TOPICAL

SALICYLIC ACID TOPICAL

NIZORAL

TORADOL IM

Five day maximum duration per prescription.

KONAKION

KY JELLY

LACRI-LUBE

LACRILUBE

LACTATED RINGER'S

LACTINEX

LACTOBACILLUS ACIDOPHILUS

LACTULOSE

LAMIVUDINE

LAMPRENE

LANOLIN

LANOXIN

LASIX, GENERIC

LATANOPROST

LENS PLUS

LEUCOVORIN CALCIUM

LEUKERAN

LEUPROLIDE ACETATE

LEVAQUIN

LEVARTERENOL

LEVO-DROMORAN

LEVOBUNOLOL OPHTHALMIC

LEVOFLOXACIN

LEVOPHED

LEVORPHANOL TARTRATE CII

LEVOTHROID, LEVOXYL

LEVOTHYROXINE

PHYTONADIONE

LUBRICANT

OCULAR LUBRICANT, STERILE

PETROLATUM STERILE OPHTH

LACTOBACILLUS ACIDOPHILUS

LACTINEX, BACID

CEPHULAC, CHRONULAC

EPIVIR

CLOFAZIMINE

LUBRICANT, KY JELLY

DIGOXIN

FUROSEMIDE

XALATAN

DAILY CLEANER (SOFT LENSES)

WELLCOVORIN, CITROVORUM FACTOR

CHLORAMBUCIL

LUPRON DEPOT

LEVOFLOXACIN

NOREPINEPHRINE BITARTRATE

LEVORPHANOL TARTRATE CII

BETAGAN

LEVAQUIN

NOREPINEPHRINE BITARTRATE

LEVO-DROMORAN

LEVOTHYROXINE

SYNTHROID, LEVOTHROID, LEVOXYL

(Levoxyl is to be used instead of Synthroid. If the practitioner still wishes to prescribe Synthroid to a new patient they will need to get a Drug Exception Request approved by their RMED's. Written 6/15/2004.)

LEVSIN

LEXIVA

LIDEX,GENERIC

LIDOCAINE, CARDIAC INJECTION

LIDOCAINE, ORAL

LIDOCAINE, TOPICAL

LIDOCAINE, UNPRESERVED

LIDOCAINE, W/EPINEPHRINE

LIDOCAINE, W/PRESERVATIVE

HYOSCYAMINE SULFATE

FOSAMPRENAVIR CALCIUM

FLUOCINONIDE

XYLOCAINE

XYLOCAINE VISCO, VISCOUS XYLOCAINE

XYLOCAINE JELLY, XYLOCAINE OINT

XYLOCAINE

XYLOCAINE / EPI

XYLOCAINE

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OFFICE OF HEALTH SERVICES, PHARMACY DEPARTMENT (LAST PSM 1-14-08)

LINEZOLID

ZYVOX

(Zyvox can only be used with the approval of either the Director of Health Services or the Deputy Director of Health Services. The only exception will be the Reception Centers. Zyvox may be used at these institutions without the above indicated approval only if Zyvox is recommended by a consultant physician for approved use.)

LIORESAL

BACLOFEN

LIPASE/AMYLASE/PROTEASE

ULTRASE MT TABLET

LIPOSYN

INTRAVENOUS FAT EMULSION

LIPOSYN II

FAT EMULSION

LISINOPRIL

ZESTRIL

LITHANE

LITHIUM CARBONATE

LITHIUM CARBONATE

LITHANE, LITHOBID

LITHOBID

LITHIUM CARBONATE ER

LOESTRIN 1.5/30

30 MCG ETHINYL ESTRADIOL AND 1.5 MG

NORETHINDRONE

LOMUSTINE

CCNU, CEE NU

LONITEN

MINOXIDIL

LO OVRAL

30 MCG ETHINYL ESTRADIOL AND 0.3 MG

NORGESTREL

LOPERAMIDE

IMODIUM, IMODIUM AD

LOPID

GEMFIBROZIL

LOPINA VIR/RITANA VIR

KALETRA

LOPRESSOR

METOPROLOL TARTRATE/SUCCINATE

LORATADINE

CLARITIN

LORAZEPAM CIV

ATIVAN

LOTRIMIN

CLOTRIMAZOLE TOPICAL

LOVASTATIN

MEVACOR

LOVENOX

ENOXAPARIN SODIUM INJECTION

Restrict use of Lovenox to the Reception Centers all other institutions will need to get a Drug Exception Request approved by their RMED's.

LOZOL

INDAPAMIDE

LUBRICANT

KY JELLY, LANOLIN

LUBRICANT EYE DROPS

EYE DROPS FOR SOFT LENSES

LUBRICATING EYE DROPS

CLERZ 2

LUMINAL, GENERIC

PHENOBARBITAL CIV

LUPRON DEPOT

LEUPROLIDE ACETATE

MAALOX TC

ALUMINUM/MAGNESIUM HYDROXIDE

MACRODANTIN

NITROFURANTOIN MACROCRYSTALS

MAGNESIUM CITRATE

CITROMA, CITRATE OF MAGNESIA

MAGNESIUM HYDROXIDE SUSP

MILK OF MAG, MOM

MAGNESIUM SULFATE

GENERIC

MANDELAMINE

METHENAMINE MANDELATE

MARCAINE

BUPIVACAINE HCL

MARCAINE/EPINEPHRINE

BUPIVACAINE/EPINEPHRINE

MATERNA

VITAMINS, PRENATAL

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MATULANE	PORCARBAZINE HCL
MAXIDEX	DEXAMETHASONE OPHTHALMIC
MAXIVATE	BETAMETHASONE DIPROPIONATE
MAXZIDE, GENERIC	TRIAMTERENE/HCTZ
MD GASTROVIEW	GASTROGRAFIN
MEBENDAZOLE	VERMOX
MECLIZINE HCL	BONINE, ANTIVERT
MEDIPLAST	SALICYLIC ACID
MEDROXYPROGESTERONE ACETATE	PROVERA, DEPO PROVERA
MEFOXIN	CEFOXITIN SODIUM
MEGACE	MEGESTROL ACETATE
MEGESTROL ACETATE	MEGACE
MELPHALAN	ALKERAN
MENADIOL SOD DIPHOSPHATE	SYNKAVITE
MENTH/METHYLSALICYLAT CRM	ANALGESIC BALM
MENTHOL	
MEPERIDINE HCL CII	DEMEROL, GENERIC
MEPHYTON	PHYTONADIONE
MEPIVACAINE	CARBOCAINE
MEPRON	ATOVAQUONE
MERCAPTOPYRINE	PURINETHOL
MESALAMINE	ROWASA, ASACOL, PENTASA
MESNA	MESNEX
MESNEX	MESNA
MESTINON	PYRIDOSTIGMINE BROMIDE
METAMUCIL, GENERIC	PSYLLIUM HYDROPHILIC
METAPREL	METAPROTERENOL
METAPROTERENOL	ALUPENT, METAPREL
METARAMINOL BITARTRATE	ARAMINE
METFORMIN HCL	GLUCOPHAGE
METFORMIN HYDROCHLORIDE XR	GLUCOPHAGE XR
METHENAMINE MANDELATE	MANDELAMINE
METHERGINE	METHYLERGONOVINE MALEATE
METHIMAZOLE	TAPAZOLE
METHOCARBAMOL	ROBAXIN
METHOTREXATE	AMETHOPTERIN, MEXATE
METHYLCELLULOSE	ULTRA TEARS, ARTIFICIAL TEAR
METHYLDOPA	ALDOMET
METHYLERGONOVINE MALEATE	METHERGINE
METHYLPREDNISOLONE	DEPO-MEDROL, SOLU-MEDROL
METICORTEN	PREDNISONE
METOCLOPRAMIDE	REGLAN
METOPROLOL TARTRATE/SUCCINATE	LOPRESSOR
METROGEL	METRONIDAZOLE
METRONIDAZOLE	FLAGYL, PROTOSTAT, METROGEL

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MEVACOR	LOVASTATIN
MEXATE	METHOTREXATE
MICONAZOLE TOPICAL	MONISTAT, GENERIC ONLY
MICRONASE	GLYBURIDE
MIDAZOLAM	VERSED
MILK OF MAG	MAGNESIUM HYDROXIDE SUSP
MINOXIDIL	LONITEN
MINTEZOL	THIABENDAZOLE
MIOSTAT	CARBACHOL
MIRTAZAPINE	REMERON
MISOPROSTOL	CYTOTEC
MITOMYCIN	MUTAMYCIN
MMR	MUMPS,MEASELS,RUBELLA
MOISTURE DROPS	EYE DROPS FOR SOFT LENSES
MOM	MAGNESIUM HYDROXIDE SUSP
MONISTAT, GENERIC	MICONAZOLE TOPICAL
MONOCLATE-P	ANTIHEMOPHILLIC FACTOR (HUMAN)
MORPHINE ORAL S.R. CII	ORAMORPH SR ,MS CONTIN
MORPHINE SULFATE CII	GENERIC
MOTRIN	IBUPROFEN
MOXIFLOXACIN HCl	AVALOX
MS CONTIN	MORPHINE ORAL S.R. CII
MSTA	MUMPS SKIN TEST ANTIGEN
MUCOMYST	ACETYLCYSTEINE
MULTI-PURPOSE CONTACT LENS	SOFT LENSES (RENU)
MUMPS, MEASLES, RUBELLA	MMR
MUMPS SKIN TEST ANTIGEN	MSTA
MUPIROCIN	BACTROBAN
MURO 128	SODIUM CHLORIDE 5% OPHTH
MUTAMYCIN	MITOMYCIN
MYAMBTOL	ETHAMBTOL HCL
MYCELEX	CLOTRIMAZOLE TOPICAL & TROCHES
MYCIFRADIN	NEOMYCIN SULFATE
MYCOBUTIN	RIFABUTIN
MYCOLOG TOPICAL	NYSTATIN/TRIAMCINOLONE
MYCOSTATIN	NYSTATIN ORAL
MYCOSTATIN TOP	NYSTATIN TOPICAL
MYCOSTATIN VAG	NYSTATIN VAGINAL TABLETS
MYDFRIN	PHENYLEPHRINE OPHTH SOLN
MYDRIACYL	TROPICAMIDE
MYLICON	SIMETHICONE
MYSOLINE	PRIMIDONE
NACL FOR IRRIGATION	SODIUM CHLORIDE IRRIGATION
NAFCIL	NAFCILLIN
NAFCILLIN	UNIPEN, NAFCIL

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NALOXONE	NARCAN
NAPHAZOLINE/PHENIRAMINE	NAPHCON A
NAPHCON A	NAPHAZOLINE/PHENIRAMINE
NAPROSYN	NAPROXEN
NAPROXEN	NAPROSYN
NAPROXEN SODIUM	ANAPROX, GENERIC ONLY
NARCAN	NALOXONE
NASAREL (GENERIC ONLY)	FLUNISOLIDE NASAL INHALER
NATURAL FIBER	FIBER LAXATIVE, METAMUCIL
NATURAL RUBBER ADHESIVE	SKIN BOND CEMENT
NAVANE	THIOTHIXENE
NAVELBINE	VINORELBINE
NEBCIN	TOBRAMYCIN
NELFINAVIR	VIRACEPT
NEO-SYNEPHRINE	PHENYLEPHRINE HCL NASAL
NEO-SYNEPHRINE	PHENYLEPHRINE INJECTION
NEOMYCIN / POLYMYXIN / HC OTIC	CORTISPORIN OTIC
NEOMYCIN SULFATE	MYCIFRADIN
NEORAL	CYCLOSPORINE
NEOSAR	CYCLOPHOSPHAMIDE
NEOSTIGMINE METHYLSULFATE	PROSTIGMIN
NEPHROCAPS (<i>RESTRICTED TO DIALYSIS PATIENTS</i>)	VITAMIN B AND C
NESACAINE	CHLOROPROCAINE
NEUPOGEN	FILGRASTIM
NEVIRAPINE	VIRAMUNE
NIACIN	NICOTINIC ACID, GENERIC ONLY
NIACIN SUSTAINED RELEASE	NICOBID, GENERIC
NICOBID	NIACIN SUSTAINED RELEASE
NICOTINIC ACID, GENERIC ONLY	NIACIN
NIFEDIPINE ER TABLET	ADALAT CC, PROCARDIA XL

Approved therapeutic substitution for Procardia XL

NILSTAT	NYSTATIN ORAL
NILSTAT TOPICAL	NYSTATIN TOPICAL
NIPRIDE	NITROPRUSSIDE SODIUM
NITRO-BID	NITROGLYCERIN ORAL
NITRO-DUR	NITROGLYCERIN PATCHES
NITROFURANTOIN MACROCRYSTALS	MACRODANTIN
NITROGARD	NITROGLYCERIN ORAL
NITROGLYCERIN ORAL	NITROGARD, NITRO-BID
NITROGLYCERIN PATCHES	NITRO-DUR
NITROGLYCERIN SUBLINGUAL	NITROSTAT
NITROPRUSSIDE SODIUM	NIPRIDE
NITROSTAT	NITROGLYCERIN SUBLINGUAL
NIZORAL	KETOCONAZOLE
NOLVADEX	TAMOXIFEN CITRATE

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NORCURON	VECURONIUM BROMIDE
NOREPINEPHRINE BITARTRATE	LEVOPHED, LEVARTERENOL
NORMAL SALINE	SODIUM CHLORIDE INJECTION
NORVASC	AMLODIPINE
NORVIR	RITONAVIR
NEW STARTS FOR NORVIR REQUIRES A DRUG EXCEPTION REQUEST APPROVAL.	
NOVOCAIN	PROCAINE HCL
NOVOLIN 70/30	INSULIN, HUMAN COMB 70/30
NOVOLIN N	INSULIN, NPH HUMAN
NOVOLIN R	INSULIN, REGULAR HUMAN
NUPERCAINAL	DIBUCAINE
NYDRAZID	ISONIAZID
NYSTATIN ORAL	MYCOSTATIN, NILSTAT
NYSTATIN TOPICAL	MYCOSTATIN TOP, NILSTAT TOPICAL
NYSTATIN VAGINAL TABLETS	MYCOSTATIN VAG
NYSTATIN/TRIAMCINOLONE	MYCOLOG TOPICAL
OCEAN SPRAY	SODIUM CHLORIDE (ISOTONIC)
OCUFLOX	OFLOXACIN
OCULAR LUBRICANT, STERILE	LACRI-LUBE
OCUTRICIN OPHT SOL	POLYM/NEOMYCIN/GRAMICIDIN
OFLOXACIN	FLOXIN, OCUFLOX
OGEN	ESTROPIPATE
OINTMENT BASE-POST RADIATION ONLY	AQUAPHOR
OMNIPAQUE 300	IOHEXOL
OMNIPAQUE 350	IOHEXOL
OMNISCAN	GADODIAMIDE
OMPERAZOLE	PRIOLSEC
ONCOVIN	VINCRISTINE SULFATE
ONDANSETRON	ZOFRAN
ONSET FORTE	2 MG CHLORPHENIRAMINE MALEATE AND 325 MG ACETAMINOPHEN
	PECTIN/GELATIN ORAL OINT
ORABASE	GOLYTELY, COLYTE
ORAL COLON LAVAGE SOLN	MORPHINE SR CII
ORAMORPH SR	HYDROCHLOROTHIAZIDE
ORETIC, GENERIC	CHLORPHENIRAMINE/PPA
ORNADE SPANSULE	35 MCG ETHINYL ESTRADIOL AND 1 MG NORETHINDRONE
ORTHO-NOVUM 1/35	PHASE 1 - 35 MCG ETHINYL ESTRADIOL
ORTHO-NOVUM 7/7/7	
AND	0.5 MG NORETHINDRONE//PHASE 2 - 35 MCG ETHINYL ESTRADIOL AND 0.75 MG NORETHINDRONE// PHASE 3 - 35 MCG ETHINYL ESTRADIOL AND 1 MG NORETHINDRONE

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ORTHO TRI-CYCLEN	ETHINYL ESTRADIOL AND NORGESTIMATE
OS-CAL	CALCIUM CARBONATE
OS-CAL 500	CALCIUM CARBONATE 500
OSMITOL	MANNITOL
OSMOLITE HN	ENTERAL DIET, ISOTONIC
OTICAIR OTIC SUSP	POLYMYXIN/NEOMYCIN/HYDROCOR
OXALIPLATIN	ELOXATIN
OXYBUTYNIN	DITROPAN
OXYCODONE CII	ROXICODONE
OXYTOCIN	PITOCIN
PACE, TICE BCG, THERA CYS	BCG INTRAVESICAL
PACLITAXEL	TAXOL
P.Z.A.	PYRAZINAMIDE U.S.P.
PAMABROM 25 MG & TYLENOL 325 MG	CRAMP TABLETS
PAMIDRONATE DISODIUM	ARELIA
PANCRELIPASE	ULTRASE MT
PANCURONIUM BR	PAVULON
PANOXYL AQ-10	BENZOYL PEROXIDE TOPICAL
PARAFON FORTE DSC	CHLORZOAZONE
PARLODEL	BROMOCRIPTINE
PAROXETINE	PAXIL
PAXIL	PAROXETINE
PECTIN/GELATIN ORAL OINT	ORABASE
PEDIAMYCIN	ERYTHROMYCIN ETHYLSUCCINATE
PEG INTRON	PEGYLATED INTROFERON
PEGYLATED INTERFERON	PEG INTRO A
PENICILLIN G, BENZATHINE	BICILLIN
PENICILLIN G, POTASSIUM	
PENICILLIN G POTASSIUM PARENTERAL	PFIZERPEN
PENICILLIN VK	PENICILLIN, V POTASSIUM
PENICILLIN, V POTASSIUM	PENICILLIN VK, V-CILLIN K
PENTASA	MESALAMINE
PENTOTHAL SODIUM	THIOPENTAL SODIUM CIII
PENTOXIFYLLINE	TRENTAL
PEPTO BISMOL, PINK BISMUTH	BISMUTH SUBSALICYLATE
PERIACTIN	CYPROHEPTADINE
PERIDEX ORAL RINSE	CHLORHEXIDINE GLUCONATE
PERMETHRIN	ELIMITE CREAM/NIX CREAM RINSE
PEROXIDE	HYDROGEN PEROXIDE
PERPHENAZINE	TRILAFON
PETROLATUM STERILE OPHTH	LACRILUBE
PETROLATUM, WHITE	VASELINE
PFIZERPEN	PENICILLIN G POTASSIUM PARENTERAL
PHENAZOPYRIDINE	PYRIDIUM
PHENERGAN	PROMETHAZINE HCL

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PHENOBARBITAL CIV	LUMINAL, GENERIC
PHENOL	CARBOLIC ACID
PHENOXYBENZYL INSECTICIDE	R & C SPRAY
PHENYLEPHRINE HCL NASAL	NEO-SYNEPHRINE
PHENYLEPHRINE INJECTION	NEO-SYNEPHRINE
PHENYLPROPRANOL/GUAIFENESIN	ENTEX LA, GUINAFAN LA
PHENYTOIN	DILANTIN
PHOSLO	CALCIUM ACETATE
PHOSPHATE INORGANIC ENEMA	FLEET ENEMA
PHYSOSTIGMINE SALICYLATE	ESERINE, ANTILIRIUM
PHYTONADIONE	MEPHYTON
PILOCAR	PILOCARPINE HCL (0.5-3%)
PILOCAR	PILOCARPINE HCL (4-10%)
PILOCARPINE HCL	SALAGEN
PILOCARPINE HCL (0.5-3%)	ISOPTOCARPINE, PILOCAR
PILOCARPINE HCL (4-10%)	ISOPTOCARPINE, PILOCAR
PINK BISMUTH, PEPTO BISMOL,	BISMUTH SUBSALICYLATE
PITOCIN	OXYTOCIN
PITRESSIN	VASOPRESSIN
PLAQUENIL	HYDROXYCHLOROQUINE
PLASMA PROTEIN FRACTION 5%	PLASMA-PLEX, PLASMANATE
PLASMA-PLEX	PLASMA PROTEIN FRACTION 5%
PLASMANATE	PLASMA PROTEIN FRACTION 5%
PLATINOL	CISPLATIN
PLAVIX	CLOPIDOGREL
PLICAMYCIN	MITHRAMYCIN
PNEUMOCOCCAL VACCINE	PNU-IMUNE 23, PNEUMOVAX 23
PNEUMOVAX 23	PNEUMOCOCCAL VACCINE
PNU-IMUNE 23	PNEUMOCOCCAL VACCINE
PODOFILOX	CONDYLOX TOPICAL
PODOFILOX	CONDYLOX GEL (SINGLE DOSE ONLY)
POLYCILLIN	AMPICILLIN
POLYMYXIN B SULFATE	AEROSPORIN
POLYMYXIN/BACITRACIN OINT	POLYSPORIN OINT
POLYMYXIN/BACITRACIN OPHT	POLYSPORIN OPHT OINT
POLYSPORIN OINT	POLYMYXIN/BACITRACIN OINT
POLYSPORIN OPHT OINT	POLYMYXIN/BACITRACIN OPHT
POLYTAR	TAR SHAMPOO
POLYVINYL ALCOHOL	ARTIFICIAL TEAR, BH WETTING SOLN
PONTOCAINE	TETRACAINE
PONTOCAINE OPHTH	TETRACAINE HCL 0.5% OPHTH
POTASSIUM CHLORIDE	K-LYTE/CL, SLOW-K
POTASSIUM NITRATE/SODIUM MONOFLUORO-	SENSODYNE, DESENSITIZING TOOTHPASTE
PHOSPHATE	
POTASSIUM PHOSPHATE INJ	

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POVIDONE-IODINE TOPICAL	BETADINE, EFODINE
PPD	TUBERCULIN INJECTION
PRAMOXINE	PROCTOFOAM
PRAMOXINE HCL 1% W/HYDROCOR	GENERIC ONLY, PROCTOFOAM HC
PRED FORTE	PREDNISOLONE ACETATE OPHT
PRED MILD	PREDNISOLONE ACETATE OPHT
PRED/NEOMYCIN/POLYMYXIN	POLY PRED
PREDNISOLONE ACETATE OPHT	PRED MILD, PRED FORTE
PREDNISON	METICORTEN, DELTASONE
PREMARIN	ESTROGENIC SUBSTANCE CONJ
PREMARIN CREAM	ESTROGENIC SUBST CONJ CRM
PREPARATION H	HEMORRHOID EMOLLIENT OINT
PRIMIDONE	MYSOLINE
PRIOLSEC	OMPERAZOLE
PROCAINAMIDE HCL	PRONESTYL, PROCAN SR
PROCAINE HCL	NOVOCAIN
PROCAN SR	PROCAINAMIDE HCL
PROCARDIA XL, ADALT CC	NIFEDIPINE ER TABLET
PROCRIT	EPOETIN ALFA
PROCTOFOAM	PRAMOXINE
PROCTOFOAM HC	PRAMOXINE W/ HC
PROGESTERONE INJECTION	
PROLIXIN DECANOATE	FLUPHENAZINE DECANOATE
PROLIXIN	FLUPHENAZINE HCL
PROLOPRIM	TRIMETHOPRIM
PROMETHAZINE HCL	PHENERGAN
PRONESTYL	PROCAINAMIDE HCL
PROPINE	DIPIVEFRIN HCL OPHTH
PROPRANOLOL EXTENDED RELEASE	INDERAL LA, GENERIC
PROPRANOLOL HCL	INDERAL, GENERIC
PROPYLTHIOURACIL	PTU
PROSTIGMIN	NEOSTIGMINE METHYLSULFATE
PROSTIN E2	DINOPROSTONE
PROSTIN F2 ALPHA	DINOPROST TROMETHAMINE
PROTAMINE SULFATE	
PROTOSTAT	METRONIDAZOLE
PROVENTIL	ALBUTEROL
PROVERA	MEDROXYPROGESTERONE ACETATE
PSEUDOEPHEDRINE HCL	SUDAFED
PSORCON	DIFLORASONE DIACETATE OINT
PSYLLIUM HYDROPHILIC	METAMUCIL, GENERIC ONLY
PULMOCARE	ENTERAL DIET, COMPLETE PULM/DIABET
PURINETHOL	MERCAPTOPYRIMINE
PYRAZINAMIDE U.S.P.	P.Z.A.
PYRETHRINS	RID SHAMPOO

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PYRIDIDIUM	PHENAZOPYRIDINE
PYRIDOSTIGMINE BROMIDE	MESTINON
PYRIDOXINE HCL	VITAMIN B-6
PYRIMETHAMINE	DARAPRIM
QUELICIN	SUCCINYLCHOLINE CHLORIDE
Q-VAR	BECLOMETHASONE DIPROPIONATE
R & C SPRAY	PHENOXYBENZYL INSECTICIDE
RANITIDINE	ZANTAC-GENERIC ONLY
REGLAN	METOCLOPRAMIDE
REMERON	MIRTAZAPINE
RENAGEL	SEVELAMER HCI
RENO-M-30	DIATRIZOATE MEGLUMINE
RENO-M-60	DIATRIZOATE MEGLUMINE
RENU(BAUSCH & LOMB)	SOFT LENS REWETTING DROPS
RESCRIPTOR	DELAVIRDINE
RETROVIR	ZIDOVUDINE
REYATAZ	ATAZANAVIR SULFATE
RH-O (D) IMMUNOGLOBULIN	RHOGAM, GAMMULIN RH
RHOGAM	RH-O (D) IMMUNOGLOBULIN
RIBAVIRIN	VIRAZOLE
RIFABUTIN	MYCOBUTIN
RIFADIN	RIFAMPIN
RIFAMPIN	RIFADIN, RIMACTANE
RIGID GAS PERMEABLE	BOSTON CLEANER DAILY
RIGID GAS PERMEABLE	BOSTON CONDITIONING SOLUTION
RIMACTANE	RIFAMPIN
RISPERDAL	RISPERIDONE
RISPERIDONE	RISPERDAL
RITONAVIR	NORVIR
NEW STARTS FOR NORVIR REQUIRES A DRUG EXCEPTION REQUEST APPROVAL.	
ROBAXIN	METHOCARBAMOL
ROBITUSSIN, GENERIC ONLY	GUAIFENESIN
ROCALTROL	CALCITRIOL
ROCEPHIN	CEFTRIAZONE
ROFERON-A	INTERFERON ALFA-2A
ROMAZICON	FLUMAZENIL
ROSIGLITAZONE	AVANDIA
ROSUVASTATIN	CRESTOR
ROWASA	MESALAMINE
ROXICODONE	OXYCODONE CII
RUFEN	IBUPROFEN
S.A.S.-500	SULFASALAZINE
SALAGEN	PILOCARPINE HCL
SALICYLIC ACID	DUOFILM, MEDIPLAST
SALICYLIC ACID TOPICAL	KERALYT

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SALMETEROL XINAFOATE	SEREVENT
SALSALATE	DISALCID, GENERIC
SANDIMMUNE	CYCLOSPORINE
SANDOGLOBULIN	IMMUNE GLOBULIN
SAQUINAVIR	FORTOVAASE
SAQUINAVIR MESYLATE	INVIRASE
SCOPOLAMINE HBR OPHTH	ISOPTOHYOSCINE
SELENIUM SULFIDE, GENERIC ONLY	SELSUN LOTION,/SHAMPOO GENERIC ONLY
SELSUN LOTION/ SHAMPOO	SELENIUM SULFIDE
SENNA CONCENTRATE	SENOKOT
SENOKOT	SENNA CONCENTRATE
SENSITIVE EYES	CONTACT LENS SOLUTION
SENSODYNE	POTASSIUM NITRATE/ SODIUM MONOFLUOROPHOSPHATE
SENSORCAINE	BUPIVACAINE HCL
SEPTRA INJ	COTRIMOXAZOLE INJ
SEPTRA ORAL	COTRIMOXAZOLE ORAL (TMP-SMX)
SERTRALINE HCL	ZOLOFT
SEVELAMER	RENAGEL
SHOHL'S SOLN	SOD CITRATE/CITRIC ACID
SILVADENE CREAM	SILVER SULFADIAZINE 1% CR
SILVER SULFADIAZINE 1% CR	SILVADENE CREAM, SSD CREAM
SIMETHICONE	MYLICON
SINEMET	CARBIDOPA/LEVODOPA
SKIN BOND CEMENT	NATURAL RUBBER ADHESIVE
SLO-BID	THEOPHYLLINE (ANHYDROUS)
SLOW-K	POTASSIUM CHLORIDE
SOD CITRATE/CITRIC ACID	BICITRA SOLN, SHOHL'S SOLN
SOD PHOSPHATE/BIPHOSPHATE	FLEET ENEMA
SOD POLYSTYRENE SULFONATE	KAYEXALATE
SODIUM BICARBONATE	
SODIUM CHLOR INJ, HYPERTONIC	OCEAN SPRAY
SODIUM CHLORIDE (ISOTONIC)	MURO 128, ADSORBONAC
SODIUM CHLORIDE 5% OPHTH	ISOTONIC NACL
SODIUM CHLORIDE INJECTION	NACL FOR IRRIGATION
SODIUM CHLORIDE IRRIGATION	
SODIUM CHLORIDE RESP THER	FERRLECIT
SODIUM FERRIC GLUCONATE COMPLEX	
SODIUM FLUORIDE	DAKIN'S SOLUTION
SODIUM HYPOCHLORITE	
SODIUM MONOFLUOROPHOSPHATE/POTASSIUM - SENSODYNE, DESENSITIZING TOOTHPASTE	KAYEXALATE
SODIUM POLYSTYRENE SULFONAT	SOTRADECOL
SODIUM TETRADECYL SULFATE	RENU(B & L)
SOFT LENS REWETTING DROPS	MULTI-PURPOSE CONTACT LENS
SOFT LENSES (RENU)	

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SOLU-CORTEF	HYDROCORTISONE
SOLU-MEDROL	METHYLPREDNISOLONE
SORBITOL	
SORBITRATE	ISOSORBIDE DINITRATE ORAL
SOTRADECOL	SODIUM TETRADECYL SULFATE
SPIRONOLACTONE	ALDACTONE, GENERIC
SPORANOX	ITRACONAZOLE

Only Approved For Histoplasmosis/ Aspergillosis/ Blastomycosis/ Esophageal Candidiasis / Oral Candidiasis - pulsing dose to treat Onychomycosis.

SSD CREAM	SILVER SULFADIAZINE 1% CR
STAVUDINE (D4T)	ZERIT
STERILE WATER FOR IRRIGATION	IRRIGATION STERILE
STIMATE	DESMOPRESSIN ACETATE
STREPTOMYCIN SULFATE	
SUCCINYLCHOLINE CHLORIDE	ANECTINE, QUELICIN
SUCRALFATE	CARAFATE
SUDAFED	PSEUDOEPHEDRINE HCL
SUDAFED PLUS	CHLORPHENIRAMINE/PSEUDOEPHEDRINE
SULAMYD	SULFACETAMIDE SODIUM
SULFACETAMIDE SODIUM	SULAMYD, BLEPH-10
SULFASALAZINE	AZULFIDINE, S.A.S.-500
SULFISOXAZOLE	GANTRISIN
SULINDAC	CLINORIL, GENERIC
SUMYCIN	TETRACYCLINE HCL
SUN SCREEN 15 SPF	GENERIC ONLY, 15 SPF ONLY
SUPLENA	ENTERAL DIET, COMPLETE RENAL
SURFAK, DIOCTOCAL	DOCUSATE CALCIUM
SUS-PHRINE	EPINEPHRINE INJ SUSP
SUSTACAL	ENTERAL DIET, SUPPLEMENT
SUSTACAL PLUS	ENTERAL DIET, COMPLETE
SUSTIVA	EFAVIRENZ
SYMMETREL	AMANTADINE
SYNEMOL, FLUROSYN	FLUOCINOLONE ACETONIDE CR/OINT
SYNKAVITE	MENADIOL SOD DIPHOSPHATE
SYNTHROID	LEVOTHYROXINE

(Levoxyl is to be used instead of Synthroid. If the practitioner still wishes to prescribe Synthroid to a new patient they will need to get a Drug Exception Request approved by their RMED's. Written 6/15/2004.)

TAMOXIFEN CITRATE	NOLVADEX
TAPAZOLE	METHIMAZOLE
TAR SHAMPOO	POLYTAR, DHS TAR SHAMPOO
TAXOL	PACLITAXEL
TAXOTERE	DOCETAXEL
TB SKIN TEST	TUBERCULIN INJECTION
TD	DIPHThERIA/TETANUS TOXOID

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TEGRETOL	CARBAMAZEPINE
TELEPAQUE	IOPANOIC ACID
TEMOVATE	CLOBETASOL PROPIONATE
TENOFOVIR DISOPROXIL FUMARATE (PMPA)	VIREAD
TENOFOVIR, EFAVIRENZ, EMTRICITABINE	ATRIPLA
TENORMIN, GENERIC	ATENOLOL
TENSILON	EDROPHONIUM CHLORIDE
TERAZOSIN	HYTRIN
TERBUTALINE SULFATE	BRICANYL, BRETHINE
TESSALON PERLES	BENZONATATE
TETANUS ANTITOXIN	
TETANUS IMMUNE GLOBULIN	HYPERTET
TETRACAINE	PONTOCAINE
TETRACAINE HCL 0.5% OPHTH	PONTOCAINE OPHTH
TETRACYCLINE	ACHROMYCIN
TETRACYCLINE HCL	SUMYCIN, ACHROMYCIN V
THEODUR	THEOPHYLLINE (ANHYDROUS)
THEOPHYLLINE (ANHYDROUS)	THEODUR, SLO-BID
THIABENDAZOLE	MINTEZOL
THIAMINE HCL	VITAMIN B-1
THIOPENTAL SODIUM CIII	PENTOTHAL
THIOTHIXENE	NAVANE
THORAZINE	CHLORPROMAZINE
THORETS	BENZOCAINE LOZENGES IND-PAK
THYROID, DESSICATED	
TICARCILLIN / CLAVULANATE	TIMENTIN
TIGAN	TRIMETHOBENZAMIDE
TIMENTIN	TICARCILLIN / CLAVULANATE
TIMOLOL OPHTHALMIC	TIMOPTIC, TIMOPTIC XE
TIMOPTIC	TIMOLOL OPHTHALMIC
TIMOPTIC XE	TIMOLOL OPHTHALMIC
TINACTIN	TOLNAFTATE
TITAN LIQUID CLEANER	DAILY CLEANER (HARD LENSES)
TOBRADEX	TOBRAMYCIN/DEXAMETHASONE
TOBRAMYCIN	NEBCIN
TOBRAMYCIN OPHTHALMIC	TOBEX
TOBRAMYCIN/DEXAMETHASONE OP	TOBRADEX
TOBEX	TOBRAMYCIN OPHTHALMIC
TOLNAFTATE	TINACTIN
TOPOTECAN HCl	HYCAMTIN
TOPSYN GEL	FLUOCINONIDE
TORADOL I.M	KETOROLAC TROMETHAMINE
	Five day maximum duration per prescription
TRACRIUM	ATRACURIUM
TRAMADOL	ULTRAM

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TRENTAL	PENTOXIFYLLINE
TRIAMCINOLONE ACETONIDE	KENALOG INJ., ARISTOCORT INJ
TRIAMCINOLONE ACETONIDE OINT	KENALOG
TRIAMCINOLONE TOPICAL	KENALOG TOPICAL, ARISTOCORT TOP
TRIAMTERENE/HCTZ	DYAZIDE, MAXZIDE
TRICHLOROACETIC ACID	TRI-CHLOR
TRI-CHLOR	TRICHLOROACETIC ACID
TRIFLURIDINE OPHTH SOLN	VIROPTIC
TRILAFON	PERPHENAZINE
TRIMETHOBENZAMIDE	TIGAN
TRIMETHOPRIM	TRIMPEX, PROLOPRIM
TRIMOX	AMOXICILLIN
TRIMPEX	TRIMETHOPRIM
TRIPROLIDINE/PSEUDOEPHEDRINE	ACTIFED TABLETS, ACTIFED LIQ
TROPICAMIDE	MYDRIACYL
TROVAFLOXACIN	TROVAN
TROVAN	TROVAFLOXACIN / ALATROFLOXACIN
TRUVADA	EMTRICITABINE/TENOFOVIR-DISOPROXIL, FUMARATE
	GRANULEX SPRAY
TRYPSIN-BALSAM PERU	TB SKIN TEST , PPD
TUBERCULIN INJECTION	CURARE
TUBOCURARINE	WITCH HAZEL 50% TOPICAL
TUCKS	HEXACHLOROPHENE
TURGEX	INACTIVATED,HEPATITIS, A/HBSAG ² PROTEIN
TWIN RX	ENTERAL DIET, COMPLETE HIGH CALORIE
TWOCAL	APAP W CODEINE ELIXIR CV
TYLENOL C CODEINE, GENERIC	ACETAMINOPHEN/CODEINE TAB C III
TYLENOL/COD #3	ACETAMINOPHEN/CODEINE LIQ CV
TYLENOL/COD LIQ	TRAMADOL
ULTRAM	
(Controlled Substance, Post-op, Inpatient use, no more than 5 days without RMED approval)	
ULTRASE MT TABLET	LIPASE/AMYLASE/PROTEASE
ULTRASE	PANCRELIPASE
ULTRA TEARS	METHYLCELLULOSE
UNASYN	AMPICILLIN NA/SULBACTAM NA
UNIPEN	NAFCILLIN
URECHOLINE, GENERIC ONLY	BETHANECHOL CHLORIDE
URISED	BELLADONNA/METHYLENE BLUE
URISPAS	FLAVOXATE HCL
V-CILLIN K	PENICILLIN, PHENOXYMETHYL
VALCYTE	VALGANCICLOVER HCI
VALGANCICLOVER HCI	VALCYTE
VALISONE	BETAMETHASONE TOPICAL

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VALIUM	DIAZEPAM (ANTICONVULSANT) CIV
VALIUM	DIAZEPAM (SEDATIVE) CIV
VALIUM	DIAZEPAM (ANTIANSXIETY) CIV
VALPROIC ACID	DEPAKENE, GENERIC
VANCERIL	BECLOMETHASONE DIPROPIONATE
VANCOVIN	VANCOMYCIN
VANCOMYCIN	VANCOVIN

(Vancomycin can only be used with the approval of either the Director of Health Services or the Deputy Director of Health Services. The only exception will be the Reception Centers. Vancomycin may be used at this institutions without the above indicated approval only if Vancomycin is recommended by a consultant physician for an approve use.)

VASELINE	PETROLATUM, WHITE
VASOPRESSIN	PITRESSIN
VASOTEC	ENALAPRIL
VECURONIUM BROMIDE	NORCURON
VELBAN	VINBLASTINE SULFATE
VENTOLIN	ALBUTEROL
VEPESID	ETOPOSIDE
VERAPAMIL HCL	CALAN, ISOPTIN
VERAPAMIL SR	CALAN SR, VERELAN
VERELAN	VERAPAMIL SR
VERMOX	MEBENDAZOLE
VERSED	MIDAZOLAM
VIBRAMYCIN	DOXYCYCLINE
VICODIN, GENERIV	ACETAMINOPHEN/HYDROCODONE CIII
VIDEX	DIDANOSINE
VINBLASTINE SULFATE	VELBAN
VINCRISTINE SULFATE	ONCOVIN
VINORELBINE	NAVELBINE
VIOKASE	PANCRELIPASE
VIOKASE TABLETS	LIPASE/AMYLASE/PROTEASE
VIRAMUNE	NEVIRAPINE
VIRACEPT	NELFINAVIR
VIRAZOLE	RIBAVIRIN
VIREAD	TENOFOVIR DISOPROXIL FUMARATE
VIROPTIC	TRIFLURIDINE OPHTH SOLN
VISCOUS XYLOCAINE	LIDOCAINE, ORAL
VISTARIL	HYDROXYZINE PAMOATE

Prescription for Atarax & Vistaril will be therapeutically substituted per P & T 10/02/02

VITAMIN A	AQUASOL A
VITAMIN B-1	THIAMINE HCL
VITAMIN B-12	CYANOCOBALAMIN
VITAMIN B-6	PYRIDOXINE HCL
VITAMIN B AND C	NEPHROCAPS
VITAMIN D	CALCITRIOL

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Revised as of 1-14-08

(THE LAST 12 PAGES HAVE ALGORITHMS TO ASSIST IN DIAGNOSING ILLNESSES)**OFFICE OF HEALTH SERVICES, PHARMACY DEPARTMENT (LAST PSM 1-14-08)**

VITAMINS A & D OINTMENT	A & D OINTMENT
VITAMINS, PRENATAL	MATERNA
VOSOL OTIC, GENERIC ONLY	ACETIC ACID OTIC
VOSOL-HC OTIC, GENERIC ONLY	ACETIC ACID 2%/HC 1% OTIC
WARFARIN SODIUM	COUMADIN
WELLBUTRIN SR	BUPROPION SR
WELLCOVORIN	LEUCOVORIN CALCIUM
WELLCOVORIN	CALCIUM LEUCOVORIN
WETTING SOLUTION	CONTACT LENS SOLN (HARD LENS)
WITCH HAZEL 50% TOPICAL	TUCKS
XALATAN	LATANOPROST
XELODA	CAPECITABINE
XYLOCAINE	LIDOCAINE, CARDIAC INJECTION
XYLOCAINE	LIDOCAINE, UNPRESERVED
XYLOCAINE	LIDOCAINE, W/PRESERVATIVE
XYLOCAINE / EPI	LIDOCAINE, W/EPINEPHRINE
XYLOCAINE JELLY	LIDOCAINE, TOPICAL
XYLOCAINE OINT	LIDOCAINE, TOPICAL
XYLOCAINE VISCOUS	LIDOCAINE, ORAL
ZAFIRLUKAST	ACCOLATE
ZALCITABINE	HIVID
ZANTAC-GENERIC ONLY	RANITIDINE
ZEPHIRAN SOLN	BENZALKONIUM CHLORIDE SOL
ZERIT	STAVUDINE (D4T)
ZESTRIL	LISINOPRIL
ZIAGEN	ABACAVIR
ZIDOVUDINE	RETROVIR, AZT
ZINC OXIDE OINTMENT	
ZIPRASIDONE HCI	GEODON
ZITHROMAX ORAL AND INJECTABLE	AZITHROMYCIN
ZOFRAN	ONDANSETRON
ZOLOFT	SERTRALINE HCL
ZOVIRAX IV OR ORAL ONLY	ACYCLOVIR
ZYLOPRIM	ALLOPURINOL
ZYVOX	LINEZOLID

(Zyvox can only be used with the approval of either the Director of Health Services or the Deputy Director of Health Services. The only exception will be the Reception Centers with approval by consultant.)

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Revised as of 1-14-08

**DEPARTMENT OF CORRECTIONS
TREATMENT GUIDELINES FOR EMPIRIC ORAL ANTIBIOTIC
THERAPY IN ACUTE BRONCHITIS**

ACUTE BACTERIAL EXACERBATION OF CHRONIC BRONCHITIS

First line antibiotic therapy:

1. Cotrimaxazole DS 1 tablet BID x 10 days (\$0.56)

OR

2. Doxycyline 100mg BID x 10 days (\$1.00)

OR

3. Erythromycin 500mg QID x 10 days (\$4.88)

OR

4. Cephalexin 500mg QID x 10 days (\$3.04)

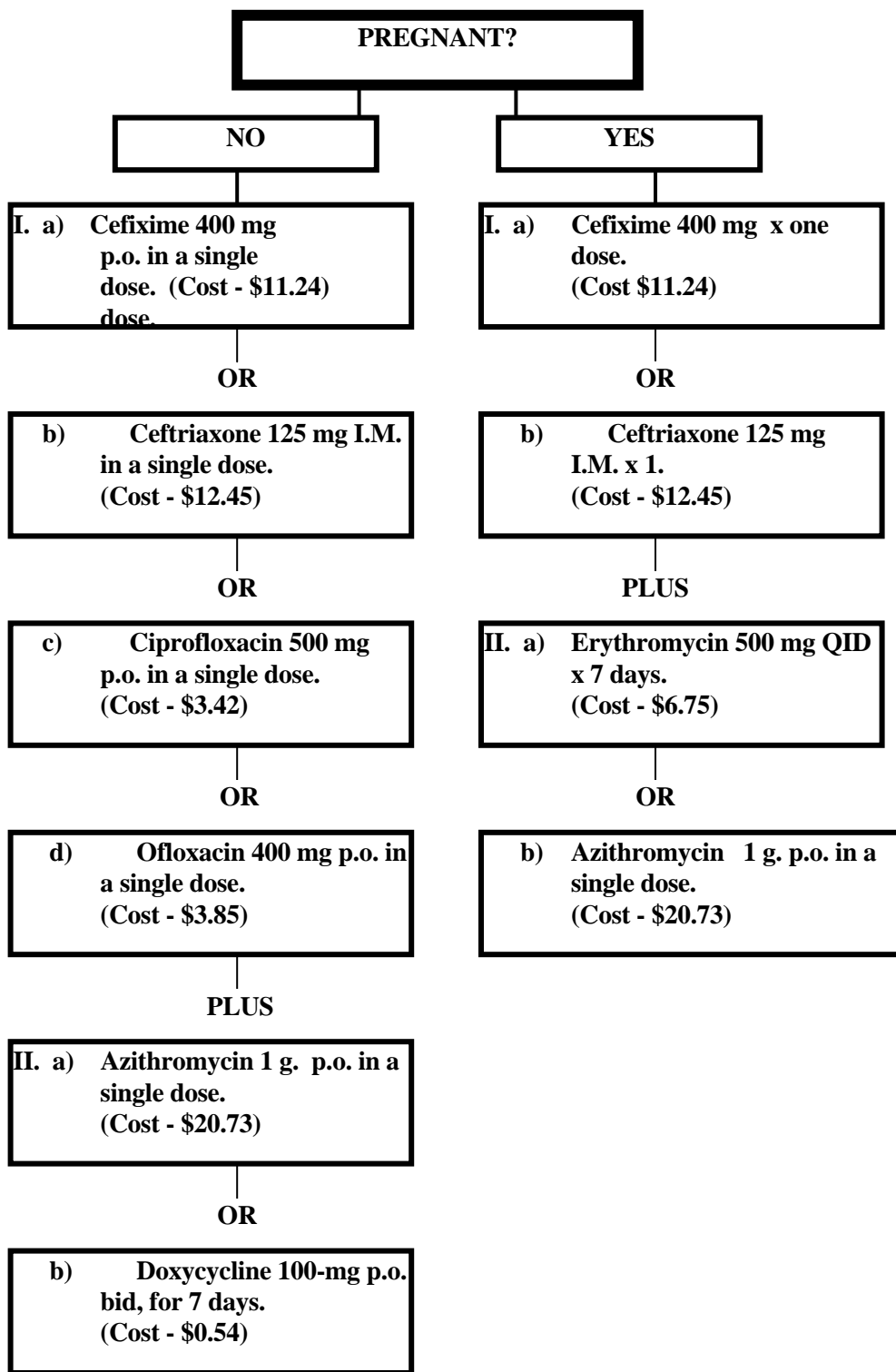
Second line antibiotic therapy:

1. Azithromycin 5 Day Z-Pack (\$30.32)

Antibiotics should be given with wymptomatic OTC therapy as needed. Price in parenthesis is cost of course of therapy.

ATTACHMENT D

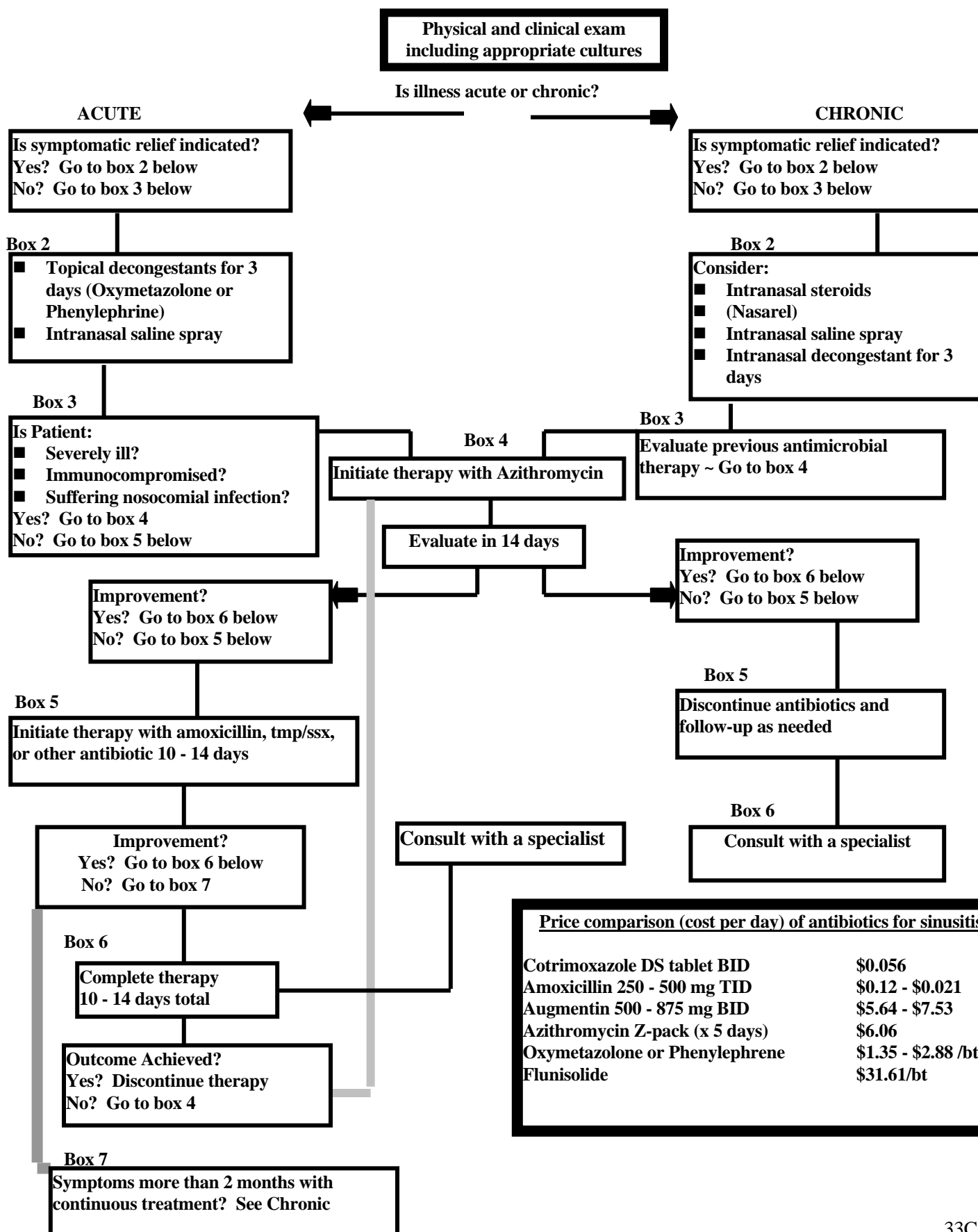
**TREATMENT GUIDELINES FOR EMPIRIC ORAL ANTIBIOTIC THERAPY IN GONOCOCCAL AND -
NONGONOCOCCAL
URETHRITIS OR CERVICITIS WITHOUT PID**



FOR RECURRENT/PERSISTENT URETHRITIS

1 - Metronidazole (Flagyl) 2 gm p.o. (in a single dose).
 2 - Erythromycin base 500-mg p.o. qid x 7 days.
 3 - Erythromycin Ethylsuccinate 800 mg qid x 7 days.

**DEPARTMENT OF CORRECTIONS
TREATMENT GUIDELINES FOR BACTERIAL SINUSITIS**



Price comparison (cost per day) of antibiotics for sinusitis:

Cotrimoxazole DS tablet BID	\$0.056
Amoxicillin 250 - 500 mg TID	\$0.12 - \$0.021
Augmentin 500 - 875 mg BID	\$5.64 - \$7.53
Azithromycin Z-pack (x 5 days)	\$6.06
Oxymetazalone or Phenylephrene	\$1.35 - \$2.88 /bt
Flunisolide	\$31.61/bt

**DEPARTMENT OF CORRECTIONS
GUIDELINES FOR THE TREATMENT OF *H. PYLORI***

Helicobacter pylori is most commonly associated with peptic ulcer disease. Treatment for the eradication of *H. pylori* is indicated in the following situations:

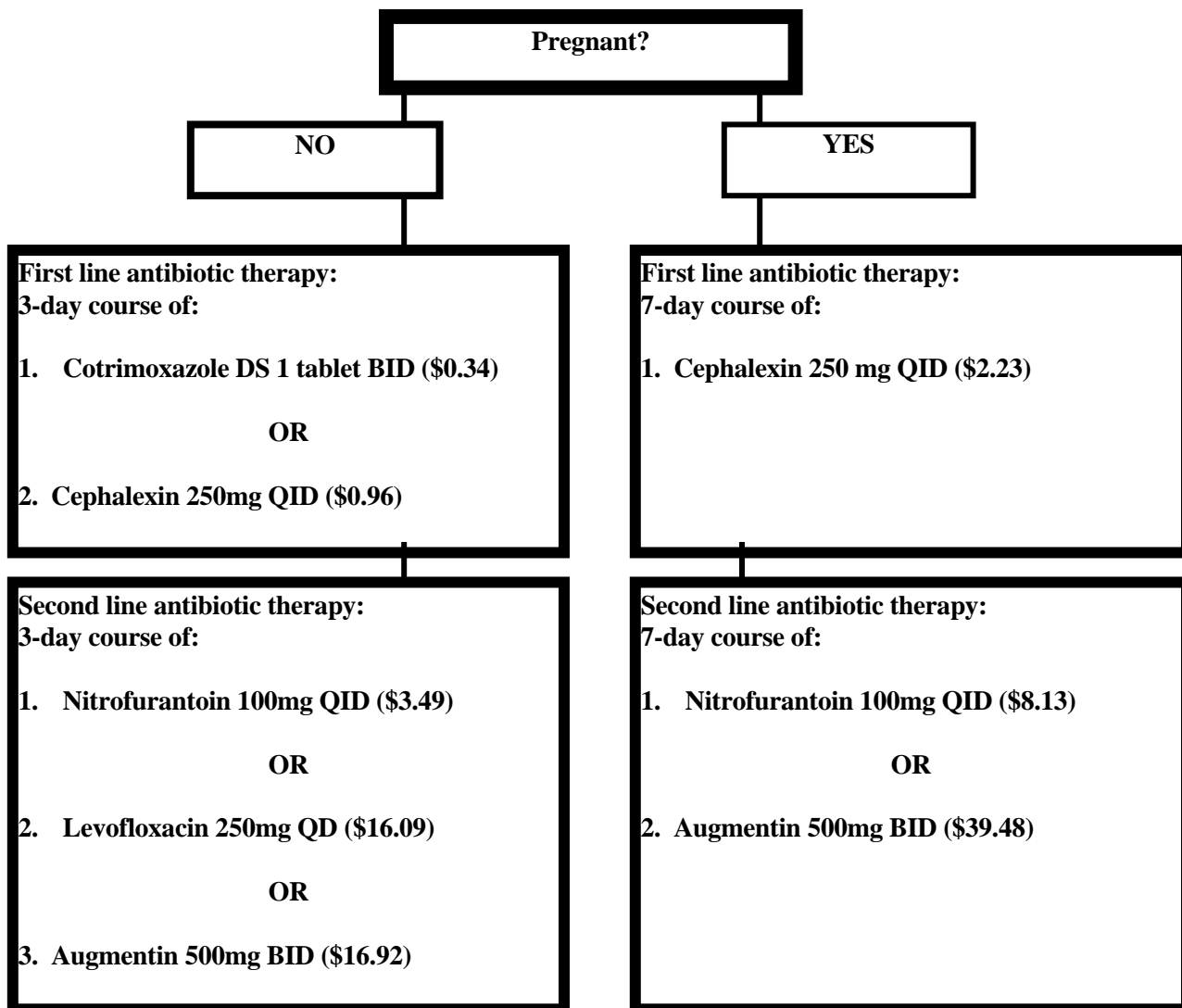
1. Active duodenal or gastric ulcer, *H. pylori* test positive.
2. Ulcer patients in remission and on chronic H₂-blockers to prevent ulcer recurrence.

****Test for *H. pylori* antibodies first. May d/c the H₂-blocker after therapy.**

H₂-blockers (i.e. ranitidine) may be used concomitantly with antibiotics in the treatment of *H. pylori* to increase the effectiveness of the antimicrobial regimen and to decrease symptoms during treatment. If a regimen is used that contains a proton pump inhibitor (i.e. omeprazole), an H₂-blocker is not needed during treatment but may be required following completion of eradication therapy.

TREATMENT REGIMENS FOR THE ERADICATION OF HELICOBACTER PYLORI			
REGIMEN	DURATION	COST	SUCCESS RATE
First Line Therapy			
Metronidazole 250mg TID Bismuth subsalicylate 2 tabs QID Amoxicillin 500mg QID PLUS Ranitidine 300mg BID **Tetracycline can be substituted in place of the amoxicillin at the same dose for PCN-allergic patients	14 days 14 days 14 days 8 weeks	\$1.44 \$5.31 <u>\$2.80</u> \$9.55 <u>\$6.72</u> \$16.27	>90%
Alternate Therapies (6 weeks of ranitidine may be used after treatment with the following, costing an additional \$8.40)			
Metronidazole 500mg BID Prilosec OTC 30mg BID Clarithromycin 250mg BID	7 days 7 days 7 days	\$0.89 \$42.98 <u>\$36.10</u> \$79.97	>90%
Amoxicillin 1gm BID Prilosec OTC 30mg BID Clarithromycin 500mg BID	7 days 7 days 7 days	\$1.14 \$42.98 <u>\$36.10</u> \$80.22	>90%
			34D

DEPARTMENT OF CORRECTIONS
TREATMENT GUIDELINES FOR EMPIRIC ORAL ANTIBIOTIC
THERAPY IN ADULT UNCOMPLICATED CYSTITIS



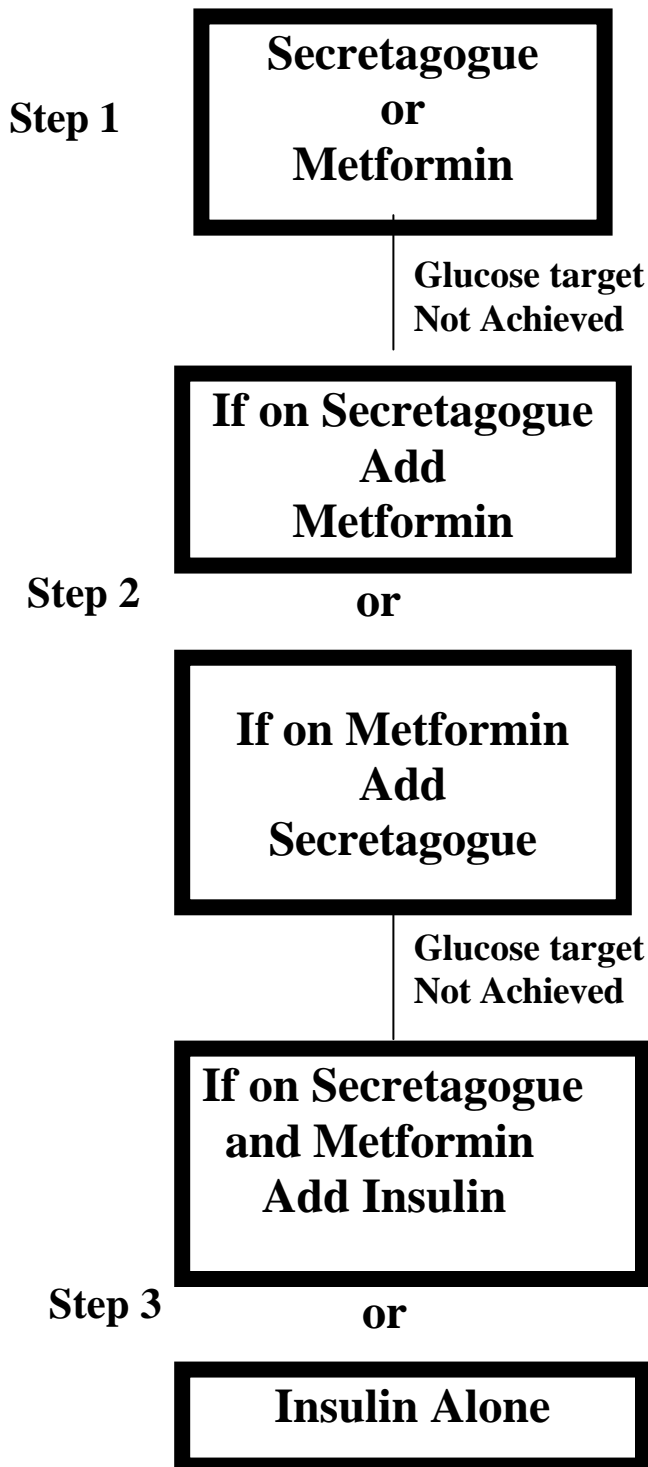
PLUS

Phenazopyridine 100 - 200mg TID x 2 days (\$0.42 - \$0.38)

3-Day Course Treatment Failure:

10 - 14 Day Course of Therapy With Above Agent Plus Send Urine Culture

Targeted Glycemic Control in Type 2 Diabetes



Glyburide

dosage: 1.25 to 20mg per day

available in: 2.5mg and 5mg tablet

cost: \$0.0312 (2.5mg) and \$0.04429 (5mg)

Glypizide XL

dosage: 5mg to 20mg per day

available in: 5mg and 10mg tablet

cost: \$0.2656 (5mg) and \$0.5256 (10mg)

Glypizide

dosage: 5mg to 30mg per day

available in: 5mg and 10mg tablet

cost: \$0.0182 (5mg) and \$0.0267 (10mg)

Metformin:

Glucophage

dosage: 1000mg to 2500mg per day

available in: 500mg, 850mg, and 1000mg tablet

cost: \$0.4411 (500mg), \$0.7499 (850mg), and
\$1.028 (1000mg)

Insulin:

Humulin

cost: \$10.13 per vial

Novolin

cost: \$9.24 per vial

**DEPARTMENT OF CORRECTIONS
TREATMENT GUIDELINES FOR EMPIRIC ANTIBIOTIC
THERAPY IN PHARYNGITIS**

10 DAY COURSE OF:

1. **Penicillin VK 500mg BID (\$0.52)**
OR
2. **Amoxicillin 250 - 500mg Q8H (\$1.20 - \$1.50)**
OR
3. **Erythromycin 250 - 500mg QID (\$1.63 - \$4.88)**
OR
4. **Cephalexin 500mg QID**
OR
5. **Penicillin Procaine 1.2 MU IM x 1 dose (\$3.73)**

Price in parenthesis is cost of ten-day course of therapy. Antibiotics should be given with symptomatic OTC therapy as needed.

**DEPARTMENT OF CORRECTIONS
TREATMENT GUIDELINES FOR EMPIRIC ORAL ANTIBIOTIC
THERAPY IN ADULT UNCOMPLICATED PNEUMONIA**

*Community Acquired, Outpatient Therapy Acceptable
Patient Has No Significant Underlying Disease*

PATIENT AGE?

UNDER 40 YEARS OLD

First line antibiotic therapy:

10 - 14 DAY TREATMENT WITH EITHER:

1. Doxycycline 100mg BID (\$1.00)

OR

2. Erythromycin 500mg QID (\$4.88)

OR

3. Cotrimoxazole DS 1 tablet BID (\$0.56)

Second line antibiotic therapy:

1. Azithromycin 5 Day Z-Pack (\$30.32)

Third line antibiotic therapy:

1. Augmentin 875mg BID (\$75.30)

OR

2. Levofloxacin (Levaquin) 500mg QD (\$62.60)

OR

3. Grepafloxacin 600mg QD x 10D (\$50.92)

Price in parenthesis is cost of ten-day course of therapy.

Doxycycline, Levofloxacin, or Trovafloxacin should not be used in children or during pregnancy.

Antibiotics should be given with symptomatic OTC therapy as needed.

40 YEARS OR OLDER

First line antibiotic therapy:

10 - 14 DAY TREATMENT WITH EITHER:

1. Cotrimoxazole DS 1 tablet BID (\$0.56)

OR

2. Azithromycin 5 Day Z-Pack (\$30.32)

OR

3. Augmentin 875mg BID (\$75.30)

**CRITERIA FOR EVALUATING HIGH RISK
OF DEVELOPING BREAST CANCER**

AGE \geq 35 YEARS WITH HISTORY OF LOBULAR CARCINOMA IN SITU (LCIS)

OR

**AGE \geq 35 YEARS WITH 5 YEAR PREDICTED RISK OF BREAST CANCER
 \geq 1.67% BASED ON THE FOLLOWING RISK FACTORS:**

- **NUMBER OF FIRST DEGREE RELATIVES WITH BREAST CANCER**
- **HISTORY AND NUMBER OF BREAST BIOPSIES**
- **HISTORY OF ATYPICAL HYPERPLASIA**
- **AGE AT FIRST LIVE BIRTH OR NULLIPARITY**
- **AGE OF MENARCHE**

COMBINATION OF FACTORS PREDICTING A 5-YEAR RISK $>$ 1.67% ARE:

AGE 35 OR OLDER AND ANY OF THE FOLLOWING COMBINATIONS OF FACTORS:

- **ONE FIRST DEGREE RELATIVE WITH A HISTORY OF BREAST CANCER *PLUS* TWO OR MORE BENIGN BIOPSIES *PLUS* HISTORY OF BREAST BIOPSY SHOWING ATYPICAL HYPERPLASIA**

OR

- **AT LEAST TWO FIRST DEGREE RELATIVES WITH HISTORY OF BREAST CANCER *PLUS* PERSONAL HISTORY OF AT LEAST ONE BREAST BIOPSY**

OR

- **LCIS**

AGE 40 OR OLDER AND ANY OF THE FOLLOWING COMBINATIONS OF FACTORS:

- **ONE FIRST DEGREE RELATIVE WITH HISTORY OF BREAST CANCER *PLUS* TWO OR MORE BENIGN BREAST BIOPSIES *PLUS* AGE AT FIRST BIRTH 25 OR OLDER *PLUS* AGE AT MENARCHE 11 OR YOUNGER**

OR

- **AT LEAST TWO FIRST DEGREE RELATIVES WITH HISTORY OF BREAST CANCER *PLUS* AGE AT FIRST LIVE BIRTH 19 OR YOUNGER**

OR

- **ONE FIRST DEGREE RELATIVE WITH HISTORY OF BREAST CANCER *PLUS* PERSONAL HISTORY OF BREAST BIOPSY SHOWING ATYPICAL HYPERPLASIA**

AGE 45 OR OLDER AND ANY OF THE FOLLOWING COMBINATIONS OF FACTORS: 39I

- **AT LEAST TWO FIRST DEGREE RELATIVES WITH HISTORY OF BREAST CANCER PLUS AGE AT FIRST LIVE BIRTH 24 OR YOUNGER**

OR

- **ONE FIRST DEGREE RELATIVE WITH HISTORY OF BREAST CANCER PLUS PERSONAL HISTORY OF BENIGN BREAST BIOPSY PLUS AGE AT MENARCHE 11 OR YOUNGER PLUS AGE AT FIRST LIVE BIRTH 20 OR OLDER**

AGE 50 OR OLDER AND ANY OF THE FOLLOWING COMBINATIONS OF FACTORS:

- **AT LEAST TWO FIRST DEGREE RELATIVES WITH HISTORY OF BREAST CANCER**

OR

- **HISTORY OF ONE BREAST BIOPSY SHOWING ATYPICAL HYPERPLASIA PLUS AGE AT FIRST LIVE BIRTH 30 OR OLDER PLUS AGE AT MENARCHE 11 OR YOUNGER**

OR

- **HISTORY OF AT LEAST TWO BREAST BIOPSIES PLUS HISTORY OF ATYPICAL HYPERPLASIA PLUS AGE AT FIRST LIVE BIRTH 30 OR OLDER**

AGE 55 OR OLDER AND ANY OF THE FOLLOWING COMBINATIONS OF FACTORS:

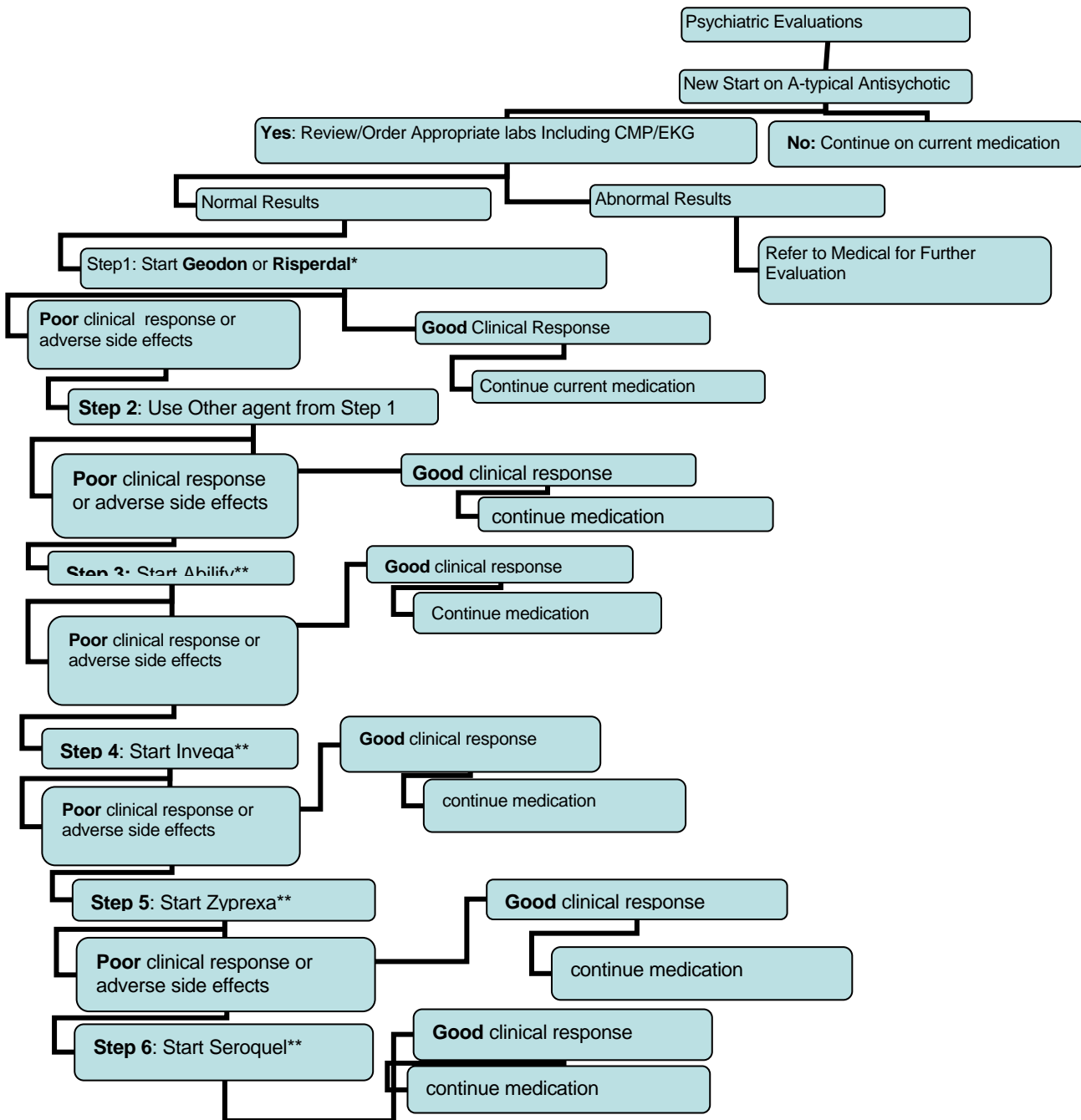
- **ONE FIRST DEGREE RELATIVE WITH HISTORY OF BREAST CANCER PLUS PERSONAL HISTORY OF BENIGN BREAST BIOPSY PLUS AGE AT MENARCHE 11 OR YOUNGER**

OR

- **HISTORY OF AT LEAST TWO BREAST BIOPSIES PLUS HISTORY OF ATYPICAL HYPERPLASIA PLUS AGE AT FIRST LIVE BIRTH 20 OR OLDER**

A-TYPICAL USAGE ALGORITHM

Time trial of 8-10 weeks for each medication



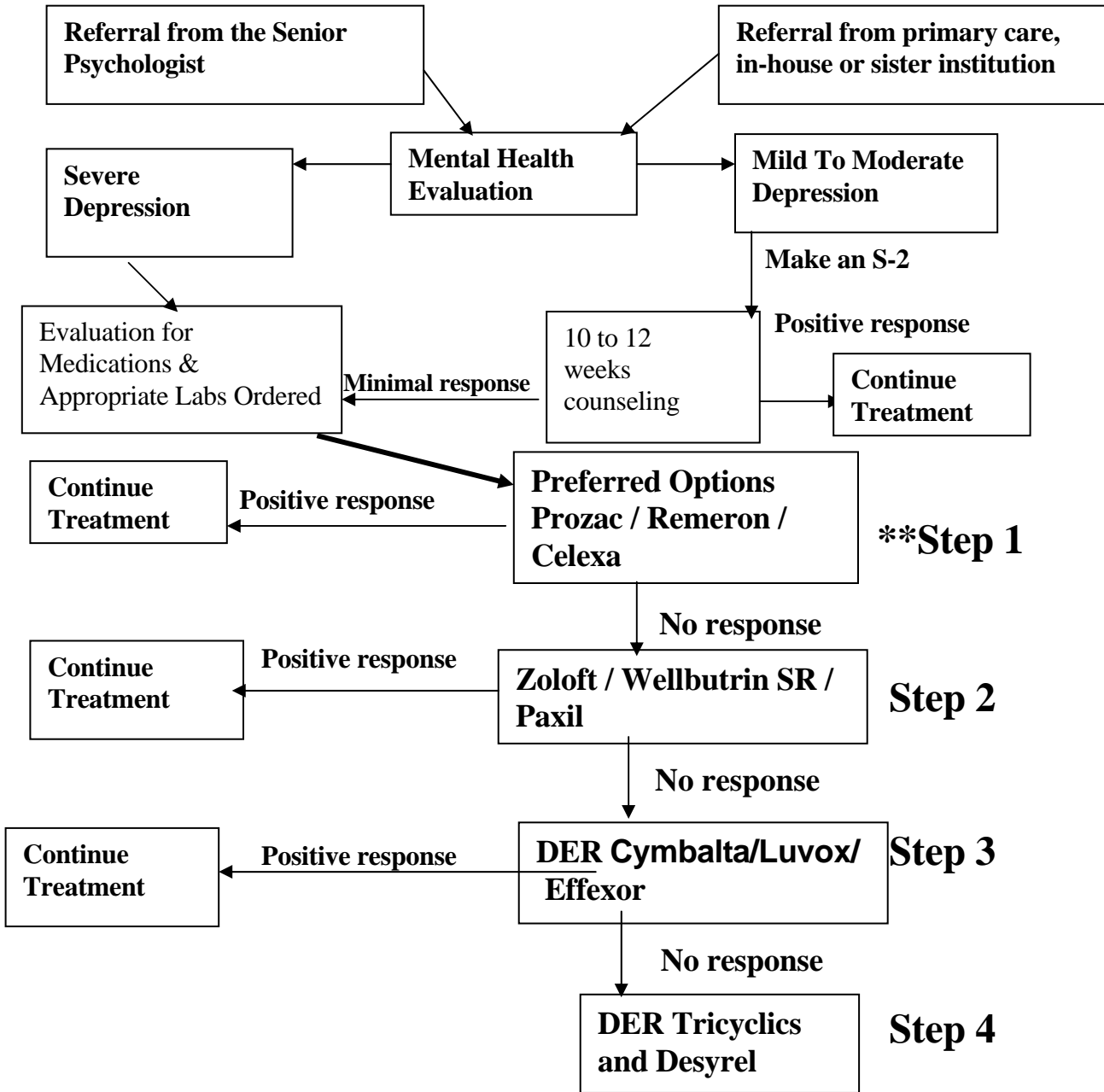
* If Risperdal produces adequate clinical response, but the patient is having side effects, possible drug-drug interactions or has significant hepatic impairment the clinician may go directly to Invega as the next option

**Requires DER

Revised 8/16/07

(THE LAST 12 PAGES HAVE ALGORITHMS TO ASSIST IN DIAGNOSING ILLNESSES)
 OFFICE OF HEALTH SERVICES, PHARMACY DEPARTMENT (LAST PSM 1-14-08)

ANTIDEPRESSANT PROTOCOL



** “Each medication in Step1 will be tried for 8-10 weeks and failure documented before moving to the next step.”

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**(THE LAST 12 PAGES HAVE ALGORITHMS TO ASSIST IN DIAGNOSING ILLNESSES)
OFFICE OF HEALTH SERVICES, PHARMACY DEPARTMENT (LAST PSM 1-14-08)**

Revised 2-10-2005

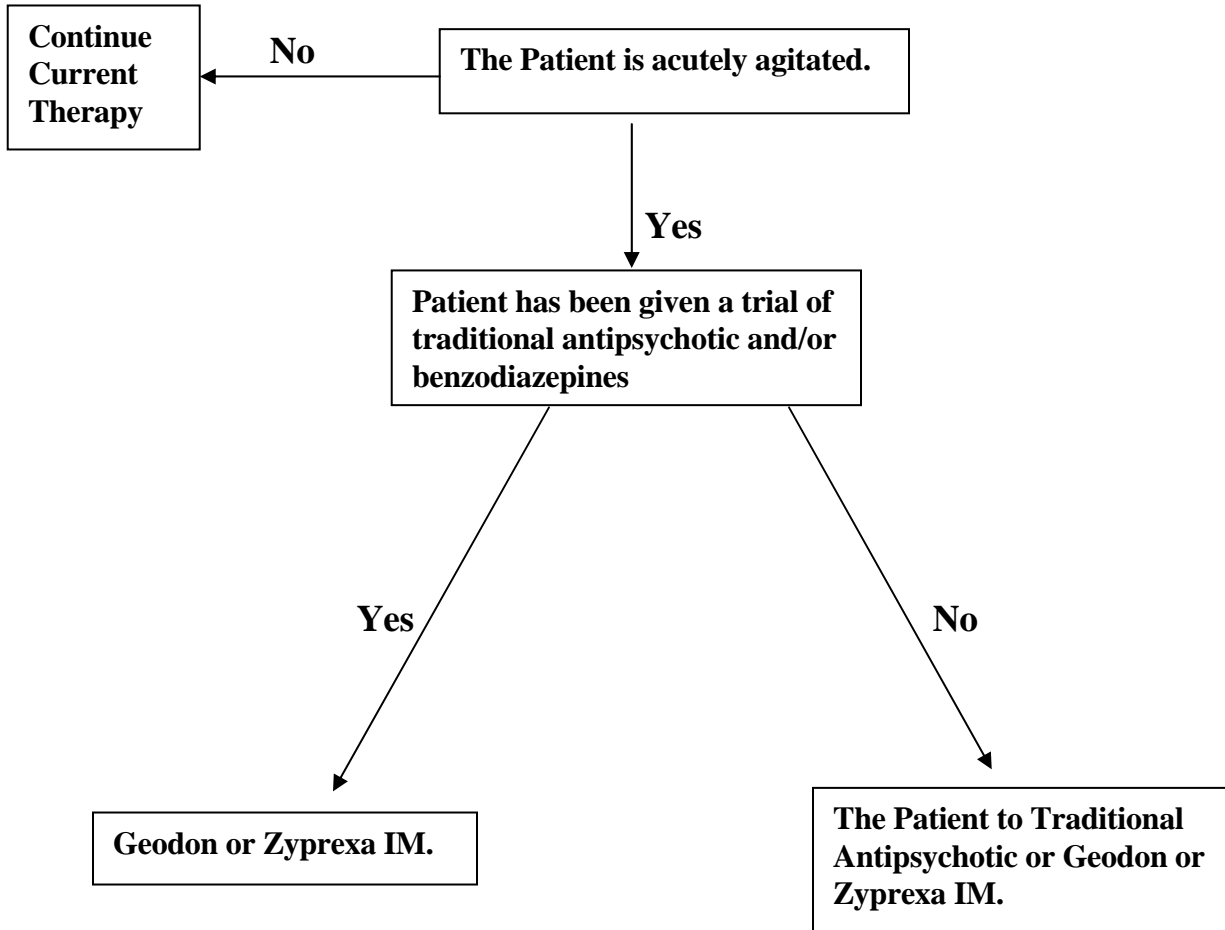
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3

Revised as of 1-14-08

IM PROTOCOL



(THE LAST 12 PAGES HAVE ALGORITHMS TO ASSIST IN DIAGNOSING ILLNESSES)

OFFICE OF HEALTH SERVICES, PHARMACY DEPARTMENT (LAST PSM 1-14-08)

Revised 11-28-2005

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2

Revised as of 1-14-08

ALGORITHM FOR MANAGEMENT OF PERIPHERAL NEUROPATHY

