

Request for Proposals (RFP)

INMATE DENTAL SERVICES

Solicitation No. DPSCS Q0013030



Department of Public Safety and Correctional Services

Issue Date: April 5, 2013

Minority Business Enterprises are encouraged to respond to this solicitation

Prospective Offerors who have received this document from the Department of Public Safety and Correctional Services' website, the Department of Budget and Management's website or <http://emaryland.buyspeed.com>, or who have received this document from a source other than the Procurement Officer and who wish to assure receipt of any changes or additional materials related to this RFP, should immediately contact the Procurement Officer and provide their company name, contact name, email address, mailing address, and telephone number so that amendments to the RFP or other communications can be sent directly to them via email.



STATE OF MARYLAND

NOTICE TO OFFERORS

In order to help us improve the quality of State proposals solicitations, and to make our procurement process more responsive and business friendly, we ask that you take a few minutes and provide comments and suggestions regarding the enclosed solicitation. Please return your comments with your proposal. If you have chosen not to submit a proposal on this contract, please fax or email (ptracey@dbm.state.md.us /(Patti.Tracey@maryland.gov as of 4/18/13)) this completed form to: 410-974-3274 to the attention of Patti Tracey.

Title: INMATE DENTAL SERVICES

Solicitation No: DPSCS Q0013030

1. If you have responded with a "no bid", please indicate the reason(s) below:
 - Other commitments preclude our participation at this time.
 - The subject of the solicitation is not something we ordinarily provide.
 - We are inexperienced in the work/commodities required.
 - Specifications are unclear, too restrictive, etc. (Explain in REMARKS section.)
 - The scope of work is beyond our present capacity.
 - Doing business with Maryland Government is simply too complicated. (Explain in REMARKS section)
 - We cannot be competitive. (Explain in REMARKS section.)
 - Time allotted for completion of the bid/proposal is insufficient.
 - Start-up time is insufficient.
 - Bonding/Insurance requirements are restrictive. (Explain in REMARKS section.)
 - Bid/Proposal requirements (other than specifications) are unreasonable or too risky. (Explain in REMARKS section.)
 - MBE requirements. (Explain in REMARKS section.)
 - Prior State of Maryland contract experience was unprofitable or otherwise unsatisfactory. (Explain in REMARKS section.)
 - Payment schedule too slow.
 - Other: _____

2. If you have submitted a bid or proposal, but wish to offer suggestions or express concerns, please use the Remarks section below. (Use the reverse side or attach additional pages as needed.)

REMARKS: _____

Vendor Name: _____ Date _____

Contact Person: _____ Phone (____) _____ - _____

Address: _____



KEY INFORMATION SUMMARY SHEET

STATE OF MARYLAND

Request for Proposals

Inmate Dental Services

Solicitation No. DPSCS Q0013030

RFP Issue Date: Friday April 5, 2013

RFP Issuing Office: Department of Public Safety and Correctional Services
Office of Inmate Health Services

Procurement Officer: Patti Tracey
Department of Budget & Management
Office of the Secretary
Division of Procurement Policy and Administration
Office Phone: (410) 260-7918
Fax: (410) 974-3274
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as of 4/18/13)

Proposals are to be sent to: Department of Budget & Management (DBM)
45 Calvert Street, Room 139
Annapolis, MD 21401
Attention: Patti Tracey, Procurement Officer

Pre-Proposal Conference: Tuesday April 23, 2013 – 10:00 AM (Local Time)
Department of Budget and Management
Room 164 A & B
45 Calvert Street
Annapolis, Maryland 21401

Closing Date and Time: Thursday May 16, 2013 at 2:00PM (Local Time)

NOTE: Prospective Offerors who have received this document from the Department of Budget & Management's or Department of Public Safety and Correctional Services' web sites or <http://emaryland.buyspeed.com>, or who have received this document from a source other than the Procurement Officer and who wish to assure receipt of any changes or additional materials related to this RFP, should immediately contact the Procurement Officer and provide their company name, contact name, email address, mailing address, and telephone number so that amendments to the RFP or other communications can be sent directly to them via email. Contact the Procurement Officer to obtain an electronic file of the RFP in Microsoft Word and the Proposal Price Form in Microsoft Excel.



Table of Contents

SECTION 1	GENERAL INFORMATION	1
1.1	SUMMARY STATEMENT.....	1
1.2	ABBREVIATIONS AND DEFINITIONS.....	1
1.3	CONTRACT TYPE.....	8
1.4	CONTRACT DURATION	9
1.5	PROCUREMENT OFFICER	9
1.6	CONTRACT MANAGER.....	10
1.7	PRE-PROPOSAL CONFERENCE	10
1.8	QUESTIONS	10
1.9	SITE VISITS	11
1.10	PROPOSALS DUE (CLOSING) DATE.....	12
1.11	DURATION OF OFFER	13
1.12	REVISIONS TO THE RFP.....	13
1.13	CANCELLATIONS; DISCUSSIONS.....	13
1.14	ORAL PRESENTATION	13
1.15	INCURRED EXPENSES	13
1.16	ECONOMY OF PREPARATION	14
1.17	PROTESTS/DISPUTES	14
1.18	MULTIPLE OR ALTERNATE PROPOSALS.....	14
1.19	MINORITY BUSINESS ENTERPRISES.....	14
1.20	ACCESS TO PUBLIC RECORDS ACT NOTICE.....	15
1.21	OFFEROR RESPONSIBILITIES.....	16
1.22	MANDATORY CONTRACTUAL TERMS	16
1.23	BID/PROPOSAL AFFIDAVIT.....	16
1.24	CONTRACT AFFIDAVIT.....	16
1.25	COMPLIANCE WITH LAWS/ARREARAGES	17
1.26	PROCUREMENT METHOD	17
1.27	VERIFICATION OF REGISTRATION AND TAX PAYMENT	17
1.28	FALSE STATEMENTS.....	17
1.29	LIVING WAGE REQUIREMENTS	18
1.30	PROMPT PAYMENT TO SUBCONTRACTORS	18
1.31	ELECTRONIC FUNDS TRANSFER	19
1.32	eMARYLAND MARKETPLACE.....	19
1.33	LIQUIDATED DAMAGE	19
1.34	CONSUMER PRICE INDEX (CPI).....	22
1.35	ELECTRONIC PROCUREMENTS AUTHORIZED.....	24
1.36	NON-COMPETE CLAUSE PROHIBITION	25
1.37	VETERANS SMALL BUSINESS ENTERPRISE GOALS	26
1.38	CONFLICT MINERALS NOTICE.....	26
1.39	LOCATION OF THE PERFORMANCES OF SERVICES DISCLOSURE.....	27
1.40	INVESTMENT ACTIVITIES IN IRAN CERTIFICATION	27
SECTION 2	MINIMUM QUALIFICATIONS	28
2.1	MINIMUM OFFEROR QUALIFICATIONS	28



SECTION 3	SCOPE OF WORK	30
3.1	INTRODUCTION.....	30
3.2	GENERAL PROVISIONS	30
3.3	BILLING.....	34
3.4	MULTI-CONTRACTOR MODEL FOR THE DELIVERY OF INMATE HEALTH CARE	39
3.5	GEOGRAPHICAL & INMATE STATUS SCOPE OF RESPONSIBILITY	39
3.6	CONTRACTOR STAFFING AND MANAGEMENT	41
3.7	CONTRACTOR HIRING PROCESS AND RETENTION	46
3.8	CONTRACTOR STAFF CREDENTIALS	46
3.9	CONTRACTOR STAFF SCREENING PROCESS.....	47
3.10	STAFF ORIENTATION AND TRAINING	48
3.11	CONTRACTOR STAFF TIME REPORTING.....	52
3.12	CONTRACTOR STAFF INSTITUTIONAL ACCESS/SECURITY	53
3.13	CONTRACTOR STAFF DISCIPLINARY ACTIONS	53
3.14	CONTRACTOR USE OF TELEPHONES AND UTILITIES AND MINIMIZING WASTE.....	54
3.15	CONTRACTOR POLICIES AND PROCEDURES.....	54
3.16	SUBMISSION OF INMATE HEALTH CARE ACKNOWLEDGMENTS AND DELIVERY PLANS, PROCEDURES AND PROTOCOLS FOR FINALIZATION.....	56
3.17	EMERGENCY AND CRITICAL INCIDENT RESPONSE	58
3.18	DELIVERY OF DENTAL SERVICES –DENTAL ON CALL COVERAGE.....	58
3.19	WORK INITIATION CONFERENCES / CONTRACT KICK-OFF MEETINGS	59
3.20	REPORTS, MEETING AGENDAS AND MINUTES	60
3.21	EQUIPMENT AND SUPPLIES.....	60
3.22	DELIVERY OF DENTAL SERVICES - GENERAL.....	71
3.23	DELIVERY OF DENTAL SERVICES – SICK CALL	74
3.24	DELIVERY OF DENTAL SERVICES – INTAKE AND RECEPTION	76
3.25	MEDICATION.....	76
3.26	RELEASE	78
3.27	INVESTIGATION AND FOLLOW –UP OF GRIEVANCES, ADMINISTRATIVE REMEDY PROCEDURE COMPLAINTS AND ANY OTHER COMPLAINTS	78
3.28	CONTINUOUS QUALITY IMPROVEMENT (CQI)	80
3.29	PEER REVIEW.....	80
3.30	RISK MANAGEMENT PROGRAM	81
3.31	MORTALITY REVIEW PROGRAM.....	82
3.32	PHARMACY AND THERAPEUTICS PROGRAM (P&T) COMMITTEE	82
3.33	SUICIDE PREVENTION PROGRAM.....	83
3.34	SEXUAL ASSAULT PROGRAM	83
3.35	ELECTRONIC HEALTH RECORDS (EHR).....	84
3.36	DATA AND REPORTS	86
3.37	UTILIZATION MANAGEMENT AND UTILIZATION MANAGEMENT REVIEW (UM/UMR).....	88
3.38	RESEARCH	88
3.39	EMERGENCY PREPAREDNESS	89
3.40	INFECTION CONTROL	89
3.41	HAZARDOUS WASTE.....	90
3.42	FAILURE OF PERFORMANCE	90



3.43	PROBLEM ESCALATION PROCEDURE	90
3.44	SUBSTITUTION OF PERSONNEL	91
3.45	INSURANCE REQUIREMENTS	94
3.46	CONTRACT CLOSE-OUT	95
SECTION 4 - PROPOSAL FORMAT		97
4.1	TWO PART SUBMISSION	97
4.2	PROPOSALS	97
4.3	SUBMISSION	97
4.4	VOLUME I – TECHNICAL PROPOSAL	98
4.5	VOLUME II – FINANCIAL PROPOSAL	114
SECTION 5 - EVALUATION CRITERIA AND SELECTION PROCEDURE		116
5.1	EVALUATION CRITERIA	116
5.2	TECHNICAL CRITERIA	116
5.3	FINANCIAL CRITERIA	116
5.4	RECIPROCAL PREFERENCE	117
5.5	SELECTION PROCEDURES – GENERAL SELECTION PROCESS.....	117
5.6	SELECTION PROCEDURES – SELECTION PROCESS SEQUENCE.....	117
5.7	SELECTION PROCEDURES	118
ATTACHMENTS		119

Attachments listed will be electronically available as separate files on <http://emaryland.buyspeed.com>, www.dbm.maryland.gov, and <http://www.dpscs.state.md.us/publicservs/procurement/ihs/>

ATTACHMENT A	.....	Contract
ATTACHMENT B	.....	Bid/Proposal Affidavit
ATTACHMENT C	.....	Contract Affidavit
ATTACHMENT D	.....	Minority Business Enterprise Participation Forms
ATTACHMENT E	.....	Pre-Proposal Conference Response Form
ATTACHMENT F	.....	Proposal Price Form – Dental Services
ATTACHMENT G-1	.....	DPSCS Overview
ATTACHMENT G-2	.....	DPSCS Average Daily Population
ATTACHMENT H-1	.....	Duvall vs. O’Malley Consent Decree
ATTACHMENT H-2	.....	Duvall vs. O’Malley Consent Decree Annotated
ATTACHMENT I	.....	Dental Equipment Inventory/Condition
ATTACHMENT J	.....	Vendor Electronic Funds Transfer (EFT) Registration
ATTACHMENT K	.....	Living Wage Requirements
ATTACHMENT L	.....	Facility-by-Facility Medication Distribution Method Requirements
ATTACHMENT M-1	.....	DOC ARP Policy 185.003
ATTACHMENT M-2	.....	DOC ARP Policy 185.002
ATTACHMENT M-3	.....	DPDS Adult Help Request Process 180.4
ATTACHMENT M-4	.....	DPDS Adult Grievance Procedures 180.1
ATTACHMENT N	.....	Suggested Dental Staffing Pattern
ATTACHMENT O	.....	Release Policy



ATTACHMENT P	.....Dental Liquidated Damages Table
ATTACHMENT Q	.....IMMS Policy
ATTACHMENT R	.....Suicide Prevention Program/Manual
ATTACHMENT S	.....Medical Evaluations Manual – Chapter 11
ATTACHMENT T	.....Infection Control Reporting Form
ATTACHMENT U	.....Medical Record Manual
ATTACHMENT V	.....Medicaid Eligibility Forms
ATTACHMENT W	.....Contract Compliance Checklist
ATTACHMENT X	.....Reports and Meetings
ATTACHMENT Y	.....Location of the Performance of Services Disclosure
ATTACHMENT Z	.....Investment Activities in Iran Certification
ATTACHMENT AA	.....CPI Medical Services Index FY12
ATTACHMENT BB	.....CDF (formerly MCAC) MOU



Section 1 General Information

1.1 Summary Statement

The Department of Public Safety and Correctional Services (DPSCS) hereinafter called the “Department” or “DSPSC” is soliciting proposals from qualified Offerors to provide Comprehensive Dental Services (See §1.2.14) for Inmates.

1.2 Abbreviations and Definitions

For the purposes of this RFP, the following abbreviations or terms have the meanings indicated below:

- 1.2.1 “**Admission**” means an individual who is being processed into any Department facility.
- 1.2.2 “**American Correctional Association (ACA)**” means the national organization of correctional officials that promulgates standards related to correctional custody, including performance standards for medical services in prisons and jails.
- 1.2.3 “**Area Contract Operations Manager (ACOM)**” means the State employed representative of the DPSCS, Office of Program Services, charged with oversight of contract operations within designated facilities.
- 1.2.4 “**ARP**” means Administrative Remedy Process.
- 1.2.5 “**Arrestee**” means an individual who is arrested in Baltimore City and delivered by the police to the Baltimore Central Booking and Intake Center.
- 1.2.6 “**Assessment**” means an evaluation of an Inmate’s well-being, including objective data that supports findings made during the Assessment, followed by a plan of care that identifies the specific needs of the Inmate and how those needs will be collectively addressed by the staff of the Contractor, the Department and Other Healthcare Contractors.
- 1.2.7 “**BCBIC**” means Baltimore Central Booking and Intake Center.
- 1.2.8 “**BCDC**” means Baltimore City Detention Center.
- 1.2.9 “**BPW**” means The Maryland Board of Public Works.



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- 1.2.10 “**Business Days**” means the official working days of the week to include Monday through Friday. Official working days excludes State observed holidays and other days when the State as a whole is officially closed. For the purposes of this Contract holidays and other days when the State as a whole is closed are collectively referred to as Holidays (**State Holidays, can be found at: www.dbm.maryland.gov – keyword: State Holidays**). Any time the Contractor is to provide a service Monday through Friday, to include State observed Holidays, the description of these circumstances in the RFP will be “Monday through Friday Including Holidays”.
- 1.2.11 “**Case Management**” means the coordination with Other Healthcare Contractors of treatment rendered to Inmates with specific diagnoses or requiring high cost or extensive services. The Department’s Case Management is the branch of DPSCS responsible for the Inmate’s base file information related to housing, disability placement, work assignments, transfer coordination, and selective participation in the coordination with clinical disciplines of complex multi-disciplinary issues.
- 1.2.12 “**Clinician**” means a Physician, Certified Registered Nurse Practitioner (CRNP), or Physician’s Assistant (PA). Clinicians are employed by the Medical Contractor.
- 1.2.13 “**COMAR**” means the Code of Maryland Regulations (available at www.dsd.state.md.us). Note: It should be understood that any reference to Regulation or Statute is as amended.
- 1.2.14 “**Comprehensive Dental Services**” means Preventative Care (See §1.2.67), Periodontal Care (See §1.2.63), Restorative Care (See §1.2.72), oral surgery, prosthetics (dentures), limited endodontic and dental x-ray services as per Chapter 11 of the DPSCS Medical Evaluations Manual (See Attachment S) and as further described in Section 3.22.
- 1.2.15 “**Confidential Information**” means any data, files, software, information, or materials (whether prepared by the Department or its agents or advisors) in oral, electronic, tangible, or intangible form and however stored, compiled, or memorialized that is classified confidential as defined by the Department. Examples of confidential information include, but are not limited to, medical, mental health and dental records, technology infrastructure, financial data, trade secrets, equipment specifications, user lists, passwords, research data, and technology data.
- 1.2.16 “**Continuous Quality Improvement (CQI)**” means a clinical review of a health event as an assessment of the clinical care. The clinical review identifies areas of patient care or the Department’s policies and procedures that can be improved.
- 1.2.17 “**Contract**” means The Contract entered into between DPSCS and the selected Offeror responding to this RFP. The Contract will include all general State terms and conditions, and will incorporate the entire RFP, including any amendments, addenda, and all/or indicated portions of the selected Offeror’s Proposal. A sample contract is included as Attachment A to this RFP.
- 1.2.18 “**Contract Period**” means the length of time the Contractor must maintain the same calculated Monthly Price (See Attachment F-1, A 1 and F-2) except for Inmate census adjustments as per § 3.3.2.



There are five Contract Periods covered by this Contract. The first Contract Period shall run from the date of Contract Commencement (See § 1.4) through June 30, 2015. Accordingly, the duration of this first Contract Period may be for up to 18 months of paid Contract services. The four Contract Periods following the first Contract Period shall each be for 1 year, and will coincide with the State Fiscal Year. The State Fiscal Year (FY) runs from July 1st of one calendar year to June 30th of the next calendar year.

- 1.2.19 “**Contractor**” means the successful Offeror to this RFP for Inmate Dental Services.
- 1.2.20 “**Contractor's Contract Manager**” means the Representative appointed by the Contractor who works from an office located in Maryland and is responsible for the daily management and administrative functions of the Contract from the Contractor's perspective at the various facility locations.
- 1.2.21 “**Contractor's Statewide Dental Director**” means the Dentist appointed by the Contractor who provides guidance, leadership, oversight and quality assurance to the Contractor's Dental Professionals.
- 1.2.22 “**Custody**” as appropriate, means: 1. Department of Public Safety and Correctional Services personnel who are part of the security operations (i.e. guards, wardens, etc.). 2. That an individual is under the jurisdiction of the Department as an Inmate or Detainee.
- 1.2.23 “**Dental Professional**” means a Dentist, Dental Hygienist, or a Dental Assistant whom the Department accepts as qualified to perform a dental health service. All Dentists and Dental Hygienists shall only work within the scope of their license. (See Section 3.2.5).
- 1.2.24 “**Dentist**” - means a person licensed by the Maryland Board of Dental Examiners as a Dentist.
- 1.2.25 “**Dental Assistant**” means a person who assists the Dentist or Dental Hygienist in various dental procedures. A Dental Assistant may take x-rays if this individual is certified by the Maryland Board of Dental Examiners as a Dental Radiation Technologist.
- 1.2.26 “**Dental Hygienist**” means a person licensed by the Maryland Board of Dental Examiners as a Dental Hygienist.
- 1.2.27 “**Department**” or “**DPSCS**” means the Department of Public Safety and Correctional Services.
- 1.2.28 “**Department of Public Safety and Correctional Services (DPSCS)**” means the cabinet level unit of State government responsible for the supervision and care of persons in the Custody (See §1.2.22.2) of the Department, as well as those in the community under the supervision of the Division of Parole and Probation.
- 1.2.29 “**Department** or “**DPSCS Chief Medical Officer (CMO)**” means the Department employee physician who has final authority for clinical issues over the Dental Services Contract.



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- 1.2.30 “**Department**” or “**DPSCS Contract Manager**” means the State representative, designated in Section 1.6, who is primarily responsible for managing the daily administrative activities of the Contract and providing guidance to the Contractor and Department personnel concerning Contract compliance from an administrative point of view.
- 1.2.31 “**Department**” or “**DPSCS**” “**Dental Consultant**” means one or more individuals or entities contracted by the DPSCS to provide dental standards and auditing services as provided in the Department’s Dental Manual, peer review, dental consultation, OSHA compliance monitoring, infection control monitoring and serve as an expert to provide testimony at trials involving dental care. The Consultant provides general oversight for the entire DPSCS Dental Program. In this capacity, the Consultant either may make recommendations to the CMO or may communicate directly with the Contractor.
- 1.2.32 “**Detainee**” means any individual held in Custody within any part of the Department and/or the Chesapeake Detention Facility (CDF) which is a federal Detention center in Baltimore (See § 3.5.2).
- 1.2.33 “**DON**” in common usage refers to the Director of Nursing, but which under this Contract means the Department or DPSCS Chief Nursing Officer.
- 1.2.34 “**EHR**” or “**Electronic Health Record**” means the electronic portion of the comprehensive record that includes sections representing documentation opportunities for Medical, Mental Health, Dental and Pharmacy specific information, including templates and forms.
- 1.2.35 “**e-MAR**” or “**Electronic Medication Administration Record**” means the electronic component of the EHR used specifically to document the nursing administration of medication orders by a Dentist or Clinician. e-MAR is also the electronic version of the MAR (See § 1.2.48).
- 1.2.36 “**Emergent Condition**” means a dental situation when an Inmate is assessed as having a significant condition and is unresponsive to initial medical management treatment and/or the Clinician (See Section 1.2.12) decides that an Immediate Assessment by a Dental Professional is indicated.
- 1.2.37 “**Fill Rate**” means the monthly percentage of hours filled per Dental Professional compared to the number of hours that would be provided each month if all positions in the Contractor’s staffing plan were filled and all Staff worked the number of hours indicated in the plan. (See §3.3.1.1.1),
- 1.2.38 “**Go-Live Date**” means the date when the Contractor must begin providing all services for Inmates required by this RFP.
- 1.2.39 “**Immediate**” means an emergency action that should be acted upon in a timely manner in priority to any other action that would normally occur.
- 1.2.40 “**Immediately**” means that before performing any other Inmate dental procedure, examination, etc., that, except for emergency circumstances, Inmate examinations and related transaction information



shall be entered into the EHR or e-MAR, or, as appropriate, that the indicated dental health related action(s) will be taken.

- 1.2.41 “**IMMS**” means Intake Medical/Mental Health Screening Instrument.
- 1.2.42 “**Inmate**” means any person arrested, sentenced to or incarcerated within DPSCS, and any person otherwise detained in any DPSCS facility, regardless of jurisdiction of original commitment.
- 1.2.43 “**Intake**” means the initial medical screening process of an Inmate, which includes an Oral Health Screening Component.
- 1.2.44 “**Key Personnel**” means any employee of the Contractor or subcontractor(s) identified in § 4.4.2, Tab J and any other employee identified in the Contractor’s Technical Proposal as being essential to the performance of the Contract.
- 1.2.45 “**Local Time**” means the time in the Eastern Time Zone as observed in the State of Maryland.
- 1.2.46 “**Maintaining Facility/Institution**” means any correctional facility within the DPSCS that houses Inmates in a setting other than reception processing.
- 1.2.47 “**MCI-W**” means the Maryland House of Corrections Institute for Women.
- 1.2.48 “**Medication Administration Record (MAR)**” means a document in the Inmate’s permanent medical record that serves as a legal record of the medications administered to an Inmate at a facility.
- 1.2.49 “**Maryland Commission on Correctional Standards (MCCS)**” means the Commission within the Department responsible for recommending and enforcing through inspection the minimum mandatory standards and approved standards for State and local correctional facilities as established and governed by Title 8, Subtitle 1, Correctional Services Article, Maryland Annotated Code.
- 1.2.50 “**Medication Room**” means a secured area, within a dispensary or infirmary, in which medication and medication cards are stored and secured, along with the secure storage of narcotics.
- 1.2.51 “**Minimum Security Facility**” means a facility that allows Inmate movement within the facility itself and may include outside work detail as well as Off-site work release assignments.
- 1.2.52 “**National Commission on Correctional Health Care (NCCHC)**” means the national organization of correctional officials that promulgates standards related to medical services in prisons and jails.
- 1.2.53 “**NTP**” or “**Notice to Proceed**” means a written notice from the Procurement Officer of the Go Live Date of the contract (See § 1.4.3)

After the Go Live Date, additional NTPs may be issued by either the Procurement Officer or the Department Contract Manager regarding the start date for any service included within this RFP with a delayed, or non-specified implementation date.



- 1.2.54 “**Off-site**” means any location that is not “**On-site**”.
- 1.2.55 “**Offender Case Management System (OCMS)**” means the Department’s computerized system, which includes Inmate demographic and facility location information, as well as the IMMS.
- 1.2.56 “**Offeror**” means any entity that submits a Proposal in response to this RFP.
- 1.2.57 “**Office of Inmate Health Services**” means the division of DPSCS that addresses administrative and clinical services related to contracted Inmate health services.
- 1.2.58 “**On-call services**” means that a Dentist is identified on a scheduled basis to be available for telephone consultation with on-duty Mental Health or Medical Contractor’s staff within fifteen minutes of notice whenever a Dentist is not physically On-site at a given Department facility. A scheduled On-call Dentist may be required to report to the institution within one hour if deemed clinically necessary. See § 3.18.
- 1.2.59 “**On-site**” means physically on the premises of a Department facility.
- 1.2.60 “**Other Healthcare Contractors**” means any or all of the entities under contract with the Department for the specialized delivery of Medical, Mental Health or Pharmacy services to Inmates under the jurisdiction of the Department. These Other Healthcare Contractors may be individually referred to in the RFP as the Medical Contractor, Mental Health Contractor and Pharmacy Contractor.
- 1.2.61 “**Patient Care Conference**” means a multidisciplinary (physician, nursing, Case Management, social work, Custody, mental health and dental health representatives) conference initiated when there is a complex patient problem requiring multidisciplinary intervention.
- 1.2.62 “**Permanent Employees**” are Staff (See 1.2.76) that are anticipated to be employed for more than 30 days and that are expected to work On-site (See Section 1.2.59) as any part of their work assignment. Permanent Employees includes any Staff which typically work in or from an administrative office, including a district, regional or home office, which is expected to make On-site visitations.
- Any Staff that does not fit within the above definition of Permanent Employees shall be considered a “Non-Permanent Employee”.
- 1.2.63 “**Periodontal Care**” means cleanings, scaling and root planning.
- 1.2.64 “**Post Order**” means specific instructions Staff receives in order to complete all tasks of an assigned post. Posts include but are not limited to infirmary, recreation areas, housing areas, educational areas, etc.
- 1.2.65 “**Pre-Release Facility**” means a facility designed for programs associated with discharge/release planning for a specific designated group of Inmates that will be returning to the community within the near future.



1.2.66 “**Pre-Trial**” means an Arrestee awaiting trial. See Section 1.2.5

1.2.67 “**Preventative Care**” means activities related to dental care meant to prevent oral disease, as more fully described in Section 3.22.8.

1.2.68 “**Proposal**” means either or both of an Offeror’s Technical and Financial Proposal unless otherwise specifically noted.

1.2.69 “**Reception**” means any facility or process associated with the housing and receipt of Inmates being processed through or sentenced to DPSCS jurisdiction.

1.2.70 “**Referral**” means a request that an Inmate be Assessed by Contractor Staff to determine whether the Inmate is in need of dental services. A Referral can be made by an Inmate, Custody or other State staff, or Staff of Other Healthcare Contractors. A Referral can be made either verbally (in-person or by phone) or in writing. A written Referral can be made via email or via entry in the EHR.

Upon receipt of any Referral, verbal or written, the Contractor is to make the Assessment as quickly as feasible depending upon the described urgency of the Referral; e.g., Emergent, Urgent or otherwise. The findings of the Assessment are to be Immediately entered into the EHR.

1.2.71 “**Region**” means the largest administrative unit within the Department in terms of facilities combined for service delivery, staffing, administrative and statistical and/or other types of reporting purposes. As of the issue date of this RFP the facilities of the Department are combined into three Regions, North, East and South. However, the number, names and composition of Regions may vary throughout the Contract term. Regions may be further broken down into SDAs, or may be comprised of a single SDA. The chart in §3.5.1 shows the SDAs that are combined to form each Region as of the issue date of this RFP.

1.2.72 “**Restorative Care**” means a restoration of a tooth with amalgam and/or composite fillings.

1.2.73 “**SDA**” or “**Service Delivery Area**” means a configuration of Department facilities combined for service delivery, staffing, administrative and statistical and/or other types of reporting purposes. The chart in §3.5.1 shows the SDAs that exist as of the issue date of this RFP.

1.2.74 “**Sick Call Slip**” means a slip that the Inmate completes and places in a designated box when requesting dental services which will then be triaged by the Medical Contractor.

1.2.75 “**Special Confinement Populations**” means any population of Inmates housed together within a correctional facility who are subjected to restrictions within the facility due to their status. Special confinement populations include, but are not limited to, disciplinary segregation, administrative segregation, protective custody, mental health Special Needs Units, and State run behavioral special needs units.



- 1.2.76 “**Staff**” means, as applicable: 1. the Contractor’s employees, sub-Contractors, the employees of a sub-Contractor, and specialists and consultants used by the Contractor to diagnose and/or treat Inmates; 2. Employees, sub-Contractors, the employees of a sub-Contractor, and specialists and consultants used by Other Healthcare Contractors to diagnose and/or treat Inmates, or Department personnel. Whenever the word Staff is used under this § 1.2.76(2) definition it will always be preceded or followed by the identification of whose Staff is being described; e.g., the Department; Other Healthcare Contractors; the Medical Contractor.
- 1.2.77 “**State Fiscal Year**” means the twelve-month period beginning July 1 of one calendar year and ending June 30 of the following calendar year.
- 1.2.78 “**Super Users**” means Contractor Staff with an enhanced level of training and skills in the application of the EHR who act as problem-solvers for system inquiries at the facility level.
- 1.2.79 “**Treatment Plan**” means the planned course of treatment recorded in a specific Inmate’s dental health record.
- 1.2.80 “**UM**” means “**Utilization Management**”. UM (Utilization Management) involves an oversight body of specialized Staff of the Medical Contractor that, when deemed appropriate, provides authorization for clinical processes, which may or may not take into account cost appropriateness, based upon national standards of care, for emergencies, specialty care, consults, durable medical equipment, and tests or procedures that cannot be performed by the Contractor, but for which the cost will be borne by the Medical Contractor.
- 1.2.81 “**Urgent Condition**” means that an Inmate shows acute dental symptoms and must be seen by a Dental Professional within 24 hours of Referral.
- 1.2.82 “**Working Day**” means the same as Business Day. See §1.2.10.

1.3 Contract Type

The Contract that results from this RFP shall be a combination of three contract types, as follows:

- 1.3.1 The primarily contract type will be Fixed Price whereby the prices quoted in Attachment F-2 are subject to adjustment due to variations in the Consumer Price Index and variations in Inmate census, as described in RFP §§ 3.3.1.2 and 3.3.2, respectively. (See COMAR 21.06.03.02.A.(3) and 21.06.03.02.B.(3)).
- 1.3.2 The Acquisition/Implementation Prices for the Optional Service for Digital X-ray conversion/equipment replacement as described in RFP §§ 3.3.5 and 4.5.6 and Attachment F-1 and quoted in Attachment F-3 will be Firm Fixed Prices (See COMAR 21.06.03.02 (A)(1) for each respective Contract Period.
- 1.3.3 RFP Sections 3.21.2 and 3.21.5.3.1 shall constitute Cost Reimbursement of the cost **without fee** nature as per COMAR 21.06.03.03.A (1), but only as specifically described in RFP §§ 3.21.2 and



3.21.5.3.1. The cost reimbursement principles of allowable and allocable costs as described in COMAR 21.09 do not apply except as described in RFP §§ 3.21.2 and 3.21.5.3.1.

1.4 Contract Duration

- 1.4.1 The Contract that results from this RFP shall commence (“Contract Commencement”) as of the date the Contract is signed by the Department following approval of the Contract by the Board of Public Works.
- 1.4.2 From the date of Contract Commencement through December 31, 2013, or a later date contained in a Notice to Proceed issued by the Procurement Officer, the Contractor shall perform start-up activities such as are necessary to enable the Contractor to begin the successful performance of Contract activities as of the Go-Live Date (See § 1.4.3). Except as described in § 3.3.4 concerning a new JCI Dental Suite, no compensation will be paid to the Contractor for any start-up activities it performs between the date of Contract Commencement and the Go Live Date.
- 1.4.3 As of January 1, 2014, or later date as contained in a Notice to Proceed issued by the Procurement Officer (the “Go Live Date”) the Contractor shall perform all activities required by the Contract, including the requirements of the RFP, and the offerings in the Technical Proposal, for the compensation contained in the Financial Proposal.
- 1.4.4 The duration of the Contract will be from the date of Contract Commencement through June 30, 2019 for the provision of all services required by the Contract, the requirements of the RFP including the start-up activities described in §1.4.2 and the offerings in the Technical Proposal.
- 1.4.5 The Contractor’s obligations to pay invoices to entities that provided services for Inmates during the Contract term as described in §§ 3.2.6 and 3.3.2.5 and certain obligations as noted in §3.46.2.1 and the audit, confidentiality, document retention, and indemnification obligations of the Contract (See Attachment A), shall survive expiration of the Contract and continue in effect until all such obligations are satisfied.

1.5 Procurement Officer

The sole point-of-contact in the State for purposes of this RFP prior to the award of this Contract is the Procurement Officer as listed below:

Patti Tracey
Department of Budget & Management
Office of the Secretary



Division of Procurement Policy and Administration
45 Calvert Street Room 139
Annapolis, MD 21401
Telephone #: 410-260-7918
Fax #: 410-974-3274
ptracey@dbm.state.md.us (Patti.Tracey@maryland.gov as of 4/18/13)

The Department may change the Procurement Officer at any time by written notice to the Offerors.

1.6 Department Contract Manager

The Department's Contract Manager (See § 1.2.30) is:

Thomas P. Sullivan, Chief Executive Officer (CEO)
Department of Public Safety and Correctional Services
Office of Inmate Health Services
6776 Reisterstown Road Suite 210 Baltimore MD 21215
Telephone # (410) 585-3368
Fax # (410) 764-5150
tpsullivan@dpscs.state.md.us

The Department may change the Contract Manager at any time by written notice to the Contractor.

1.7 Pre-Proposal Conference

A Pre-Proposal Conference ("Conference") shall be held on **April 23, 2013**, beginning at **10:00AM (local time)**, at the Department of Budget and Management, 45 Calvert Street, Room 164 A&B, Annapolis, Maryland 21401. All interested prospective Offerors are encouraged to attend the Conference in order to facilitate their understanding of the RFP requirements.

All prospective Offerors planning to attend the Conference shall email ptracey@dbm.state.md.us (Patti.Tracey@maryland.gov as of 4/18/13) or fax the Pre-Proposal Conference Response Form to the Procurement Officer at (410) 974-3274 with such notice. The Pre-Proposal Conference Response Form is included as Attachment E to this RFP.

In addition, if there is a need for sign language interpretation and/or other special accommodations due to a disability, it is requested that at least five days advance notice be provided. The Department shall make reasonable efforts to provide such special accommodation.

1.8 Questions

Prior to the Conference the Procurement Officer shall accept written questions from prospective Offerors. If possible and appropriate, such questions will be answered at the Conference. Questions may be submitted by



mail, facsimile or, preferably, by e-mail to the Procurement Officer only. Questions, both oral and written, will also be accepted from prospective Offerors attending the Conference. If possible and appropriate, these questions will be answered at the Conference.

Questions will also be accepted subsequent to the Conference. All post-Conference questions should be submitted in a timely manner to the Procurement Officer only. The Procurement Officer will, based on the availability of time to research and communicate an answer and for prospective Offerors to have adequate time for the answers to be reflected in their proposals, decide whether an answer can be given before the Proposal due date. Answers to all substantive questions that have not previously been answered, and are not clearly specific only to the requestor, will be distributed to all prospective Offerors who are known to have received a copy of the RFP.

1.9 Site Visits

Prospective Offerors to the RFP are encouraged to participate in site visits to familiarize themselves with where services are to be provided and with physical plant specifics and so as to appropriately consider these factors in the development of Proposals.

Tours will not be used to answer questions about the RFP; rather the purpose of the tours is to familiarize potential offerors with the geography and physical layout of the facilities to be served by the Contractor. Questions about the RFP should be asked at the Pre-Proposal Conference or via written questions as described in § 1.8.

In order to assure adequate preparation and accommodations for the site visits and tours, it is requested that no more than two representatives of each potential Offeror attend.

The information that must be submitted for each intended site visit attendee includes a Name, Social Security Number, and Date of Birth. This will enable Security Staff in the facilities to do a brief background check that will allow them to issue a one-day pass for the tours. (Dates to be determined; however notice will be sent at least two (2) weeks in advance of site visits and dates for tours will be scheduled and posted on eMaryland Marketplace (See § 1.32) and the DPSCS and DBM websites).

Restrictions in addition to the numbers that may tour include the following:

- No communication devices (cell phones, beepers, Blackberries, computers, etc.), weapons or cameras will be admitted to any DOC or DPDS facility Statewide.
- No purses, bags, lunches, briefcases, or other carry-in materials other than a pad of paper and a pen or pencil will be permitted in any facility. (Time will not permit visitors to apply for and get a locker for these items during the brief time prospective Offerors' representatives will be On-site).
- Clothing items made from denim may not be worn into facilities.
- Other forbidden clothing items include open-toed shoes, sleeveless blouses not covered by a jacket, under-wire bras (visitors WILL be asked to remove them in some facilities so they should be avoided), shorts, tee-shirts, and jeans of any material.



- No sundries can be taken into facilities including tobacco, soda, water, other drinks, gum, candy and snacks. If it is necessary to have some sort of food secondary to a medical condition, it must be carried in a clear plastic baggie for inspection by Custody on arrival at each facility.

All prospective Offerors' representatives touring facilities should come prepared to walk multiple blocks, so comfortable shoes are advisable. (Heels may easily catch on catwalk-tiers in some of the facilities, even if significant walking is not required).

All persons participating in these tours must carry a picture ID with them (such as a driver's license).

All persons visiting should be aware that they shall be searched, including at a minimum, an electronic screening and a pat down.

Plans to carpool are essential as parking may be less than desirable in some facilities, and nearly impossible in Baltimore. Arrangements have been made in Baltimore for prospective Offerors' representatives touring the facilities to have one-day parking passes. If this is needed, information regarding the car style and license plate will be required with the ID information in advance of the visit. There are only ten (10) spots to be "borrowed" so parking will also be first-come-first-served, and carpools will have extra consideration over single drivers.

To schedule a tour after tour dates have been posted, please contact:

Mr. Brian France, Special Assistant to Deputy Secretary of Operations
Phone: 410-585-3301
Email: BDFrance@dpscs.state.md.us

Directions to the DPSCS facilities can be found on the web at:
http://www.dpscs.state.md.us/locations/dpp_offices.shtml

1.10 Proposals Due (Closing) Date

An unbound original, to be so identified, and six (6) bound copies of each Proposal (technical and financial) must be received by the Procurement Officer at the address listed in Section 1.5, no later than **2:00 PM (Local Time) on Thursday, May 16, 2013** in order to be considered. Two (2) copies of an electronic version on CD of the Technical Proposal in MS Word or Adobe PDF format must be enclosed with the original Technical Proposal. Two (2) copies of an electronic version on CD of the Financial Proposal in MS Excel format must be enclosed with the original Financial Proposal. Ensure that the CDs are labeled with the date, RFP title, RFP project number, and Offeror name and packaged with the original copy of the appropriate proposal (technical or financial). (Also see § 4.2)

Requests for extension of the closing date or time shall not be granted. Offerors mailing proposals should allow sufficient mail delivery time to ensure timely receipt by the Procurement Officer. Except as provided in COMAR 21.05.02.10 and 21.05.03.02(F), Proposals received by the Procurement Officer after the due



date, **May 16, 2013** at 2:00 PM (Local Time) shall not be considered. Proposals may not be submitted by e-mail or facsimile. Proposals shall not be opened publicly.

1.11 Duration of Offer

Proposals submitted in response to this RFP are irrevocable for 180 days following the closing date of Proposals or of Best and Final Offers (BAFOs), if requested. This period may be extended at the Procurement Officer's request only with the Offeror's written agreement.

1.12 Revisions to the RFP

If it becomes necessary to revise this RFP before the due date for Proposals, amendments shall be provided to all prospective Offerors who were sent this RFP or otherwise are known by the Procurement Officer to have obtained this RFP and shall be posted on DPSCS' and DBM's websites. Amendments made after the due date for proposals shall be sent only to those Offerors that submitted a timely Proposal and which remain in award contention as of the date of issuance of the Amendment.

Acknowledgment of the receipt of all amendments to this RFP issued before the Proposal due date must accompany the Offeror's Proposal in the Transmittal Letter (See Section 4.4.2, Tab A) accompanying the Technical Proposal submittal. Acknowledgement of the receipt of amendments to the RFP issued after the Proposal due date shall be in the manner specified in the amendment notice. Failure to acknowledge receipt of amendments does not relieve the Offeror from complying with all terms of any such amendment.

1.13 Cancellations; Discussions

The State reserves the right to cancel this RFP, accept or reject any and all Proposals, in whole or in part, received in response to this RFP, to waive or permit cure of minor irregularities, and to conduct discussions with all qualified or potentially qualified Offerors in any manner necessary to serve the best interests of the State of Maryland. The State also reserves the right, in its sole discretion, to award a Contract based upon the written Proposals received without prior discussions or negotiations.

1.14 Oral Presentation

Offerors likely will be required to make oral presentations to DPSCS' representatives in an effort to clarify information contained in their Proposals. Significant representations made by an Offeror during the oral presentation must be reduced to writing. All such written representations will become part of the Offeror's Proposal and are binding if the Contract is awarded. The Procurement Officer shall notify Offerors of the time and place of oral presentations.

1.15 Incurred Expenses



The State shall not be responsible for any costs incurred by an Offeror in preparing and submitting a Proposal, in making an oral presentation, in providing a demonstration, or in performing any other activities relative to this RFP.

1.16 Economy of Preparation

Proposals should be prepared simply and economically, providing a straightforward, concise description of the Offeror's Proposal to meet the requirements of this RFP.

1.17 Protests/Disputes

Any protest or dispute related respectively to this RFP or the resulting Contract shall be subject to the provisions of COMAR 21.10 (Administrative and Civil Remedies).

1.18 Multiple or Alternate Proposals

1.18.1 Multiple Proposals

Multiple Proposals will not be accepted.

1.18.2 Alternate Proposals

Alternate Proposals will not be accepted.

1.19 Minority Business Enterprises

Minority Business Enterprises are encouraged to respond to this solicitation.

A Minority Business Enterprises (MBE) subcontractor participation goal of 20% has been established for the Contract to be awarded pursuant to this RFP. The Contractor must attempt to subcontract with certified MBEs for a total subcontract value of at least 20% of the **total value of payments to the Contractor**.

The work components that are subcontracted to MBEs shall be reasonably related to the services required in this RFP. A prime Contractor — including an MBE prime Contractor — must utilize certified MBE subcontractors in an attempt to meet the MBE subcontract goal. A prime Contractor comprising a joint venture that includes MBE partner(s) must utilize certified MBE subcontractors in an attempt to meet the MBE subcontract goal.

For any questions about the MBE Subcontractor participation goal, proper completion of MBE Affidavits, or the MBE program in general, please contact the Procurement Officer prior to the Proposal Due (closing)



Date. Questions or concerns regarding the MBE requirements of this solicitation must be raised before the submission of initial Proposals.

The Contractor shall structure its award(s) of subcontracts under the Contract in a good faith effort to achieve the goal in such subcontract awards by businesses certified by the State of Maryland as minority owned and controlled. MBE requirements are specified in **Attachment D: Minority Business Enterprise Participation. Read Attachment D carefully.** Subcontractors used to meet the MBE goal of this RFP must be identified in the Offeror's Proposal via Attachment D-1 described below.

Attachment D-1: Certified MBE Utilization and Fair Solicitation Affidavit must be properly **completed** and submitted with each Offeror's Proposal. "Completed" means that every MBE intended to be used to satisfy the Offeror's MBE commitment has been identified and the requested information provided. An Offeror that does not commit to meeting the entire MBE participation goal outlined in this Section 1.19 will be deemed to have requested a waiver (full or partial waiver based on the MBE subcontracting commitment that is made), with its Proposal submission. If recommended for Contract award an Offeror that has requested a full or partial waiver of the MBE goal will be required to document that it made a good faith effort to meet the MBE goal *prior to* submission of its Proposal. If the Department does not conclude that a good faith effort was made to meet the MBE goal the waiver request will be denied and this Offeror's Proposal will be determined not to be reasonably susceptible of being selected for award and will be rejected.

The failure of an Offeror to properly complete, sign, and submit Attachment D-1 at the time it submits its Technical Response to the RFP may result in the State's rejection of the Offeror's Proposal to the RFP. This failure may not be curable.

A current directory of MBEs is available through the Maryland State Department of Transportation, Office of Minority Business Enterprise, 7201 Corporate Center Drive, P.O. Box 548, Hanover, Maryland 21076. The phone number is (410) 865-1269. The directory is also available at <http://www.e-mdot.com/>. Select the MBE Program label. The most current and up-to-date information on MBEs is available via the web site.

1.20 Access to Public Records Act Notice

An Offeror should give specific attention to the clear identification of those portions of its Proposal that it considers confidential, proprietary commercial information or trade secrets, and provide justification why such materials should not be disclosed by the State, upon request, under the Access to Public Records Act, Title 10, Subtitle 6, Part III, of the State Government Article of the Annotated Code of Maryland.

Offerors are advised that, upon request for this information from a third party, the Procurement Officer is required to make an independent determination whether the information must be disclosed. (See COMAR 21.05.08.01) **Information which is claimed to be confidential is to be identified *after* the Title Page and *before* the Table of Contents in the Technical Proposal and, if applicable, also in the Financial Proposal. See Section 4.4.2, Tab B.**



1.21 Offeror Responsibilities

- 1.21.1 The selected Offeror shall be responsible for rendering services for which it has been selected as required by this RFP. All subcontractors shall be identified and a complete description of their role relative to the Proposal shall be included in the Offeror's Proposal. Additional information regarding MBE subcontractors is provided under Section 1.19 above.
- 1.21.2 If an Offeror that seeks to perform or provide the services required by this RFP is the subsidiary of another entity, all information submitted by the Offeror, such as but not limited to, references, financial reports, or experience and documentation (e.g. insurance policies, bonds, letters of credit) used to meet minimum qualifications, if any, shall pertain exclusively to the Offeror, unless the parent organization will guarantee the performance of the subsidiary. If applicable, the Offeror's Proposal shall contain an explicit statement that the parent organization will guarantee the performance of the subsidiary. Subcontractors retained for the sole purpose of meeting the established MBE participation goal(s) for this solicitation shall be identified as provided in **Attachment D** of this RFP.
- 1.21.3 Although experience and documentation of the Offeror's parent may be used to satisfy minimum qualifications, a parental guarantee of the performance of the Offeror under this Section will not automatically result in crediting the Offeror with the experience and/or qualifications of the parent under any evaluation criteria pertaining to the actual Offeror's experience and qualifications. Instead, the Offeror will be evaluated on the extent to which the State determines that the experience and qualifications of the parent are transferred to and shared with the Offeror, any stated intent by the parent in its guarantee of performance for direct involvement in the performance of the Contract, and the value of the parent's participation as determined by the State.

1.22 Mandatory Contractual Terms

By submitting an offer in response to this RFP, an Offeror, if selected for award, shall be deemed to have accepted the terms of this RFP and the Contract, attached as Attachment A. **Any exceptions to this RFP or the Contract shall be clearly identified in the Executive Summary of the Technical Proposal (See § 4.4.2 TAB C); exceptions to the required format of the Financial Proposal must also be clearly identified in the Executive Summary, without disclosing any pricing information.** A Proposal that takes exception to these terms may be rejected.

1.23 Bid/Proposal Affidavit

A Proposal submitted by an Offeror shall be accompanied by a completed Bid/Proposal Affidavit. A copy of this Affidavit is included as **Attachment B: Bid/Proposal Affidavit**.

1.24 Contract Affidavit



All Offerors are advised that if a contract is awarded as a result of this RFP, the successful Offeror shall be required to complete a Contract Affidavit. A copy of this Affidavit is included for informational purposes as **Attachment C – Contract Affidavit** of this RFP. This Affidavit must be provided within five (5) Business Days after notification of proposed Contract award. For purposes of this Affidavit, in terms of Corporation Registration and Tax Payment, please note that any company incorporated outside of Maryland is considered a “foreign” company.

1.25 Compliance with Laws/Arrearages

By submitting a Proposal in response to this RFP, the Offeror, if selected for award, agrees that it will comply with all Federal, State and Local laws applicable to its activities and obligations under the Contract.

By submitting a response to this RFP, each Offeror represents that it is not in arrears in the payment of any obligations due and owing the State of Maryland, including the payment of taxes and employee benefits, and that it shall not become so in arrears during the term of the Contract if selected for Contract award.

1.26 Procurement Method

This contract shall be awarded in accordance with the Competitive Sealed Proposals process under COMAR 21.05.03.

1.27 Verification of Registration and Tax Payment

Before a corporation can do business in the State of Maryland, it must be registered with the Department of Assessments and Taxation, State Office Building, Room 803, 301 West Preston Street, Baltimore, Maryland 21201. It is strongly recommended that any potential Offeror complete registration prior to the due date for receipt of Proposals. An Offeror’s failure to complete registration with the Department of Assessments and Taxation may disqualify an otherwise successful Offeror from final consideration and recommendation for Contract award.

1.28 False Statements

Offerors are advised that Section 11-205.1 of the State Finance and Procurement Article of the Annotated Code of Maryland provides as follows:

a. In connection with a procurement contract, a person may not willfully:

- Falsify, conceal, or suppress a material fact by any scheme or device;
- Make a false or fraudulent statement or representation of a material fact; or
- Use a false writing or document that contains a false or fraudulent statement or entry of a material fact.



- b. A person may not aid or conspire with another person to commit an act under subsection (a) of this section.
- c. A person who violates any provision of this section is guilty of a felony and on conviction is subject to a fine not exceeding \$20,000 or imprisonment not exceeding five (5) years or both.

1.29 Living Wage Requirements

A solicitation for services under a State Contract valued at \$100,000 or more may be subject to Title 18 of the State Finance and Procurement Article of the Annotated Code of Maryland. Additional information regarding the State's Living Wage requirement is contained in this solicitation (see Attachment K, "Living Wage Requirements for Service Contracts & Affidavit of Agreement"). If the Offeror fails to submit and complete the Living Wage Affidavit of Agreement (see Attachment K), the State may determine an Offeror not to be responsible.

Contractors and Subcontractors subject to the Living Wage Law shall pay each covered employee at least the minimum amount set by law for the applicable Tier Area. The specific Living Wage rate is determined by whether a majority of services take place in a Tier 1 Area or Tier 2 Area of the State. The Tier 1 Area includes Montgomery, Prince George's, Howard, Anne Arundel, and Baltimore Counties, and Baltimore City. The Tier 2 Area includes any county in the State not included in the Tier 1 Area. In the event that the employees who perform the services are not located in the State, the head of the unit responsible for a State Contract pursuant to SFP §18-102 (d) shall assign the tier based upon where the recipients of the services are located.

The Contract resulting from this solicitation has been deemed to be a Tier 1 Contract.

Information pertaining to reporting obligations may be found by going to the DLLR Website <http://www.dllr.state.md.us/>, click on Labor and Industry, then click on Living Wage for State Service Contracts.

NOTE: Whereas the Living Wage may change annually, the quoted Contract price may not be changed because of this adjustment.

1.30 Prompt Payment to Subcontractors

This procurement and the contract to be awarded pursuant to this solicitation are subject to the Prompt Payment Policy Directive issued by the Governor's Office of Minority Affairs (GOMA) and dated August 1, 2008. Promulgated pursuant to Sections 11-201, 13-205(a), and Title 14, Subtitle 3 of the State Finance and Procurement Article (SFP), and Code of Maryland Regulations (COMAR) 21.01.01.03 and 21.11.03.01 et seq., the Directive seeks to ensure the prompt payment of all subcontractors on non-construction procurement contracts. The successful Offeror who is awarded a contract must comply with the prompt payment requirements outlined in the Contract, §30 (see Attachment A). Additional information is available



on the GOMA website at
http://www.mdminoritybusiness.com/documents/PROMPTPAYMENTFAQs_000.pdf.

1.31 Electronic Funds Transfer

By submitting a response to this solicitation, the Offeror agrees to accept payments by electronic funds transfer unless the State Comptroller's Office grants an exemption. The selected Offeror shall register using the form COT/GAD X-10 Contractor Electronic Funds (EFT) Registration Request Form. Any request for exemption must be submitted to the State Comptroller's office for approval at the address specified on the COT/GAD X-10 form and must include the business identification information as stated on the form and include the reason for the exemption. The COT/GAD X-10 form is provided as Attachment J and can be downloaded at the following URL:

[http://compnet.comp.state.md.us/General Accounting Division/Static Files/gadx-10.pdf](http://compnet.comp.state.md.us/General_Accounting_Division/Static_Files/gadx-10.pdf)

1.32 eMaryland Marketplace

eMarylandMarketplace (eMM) is an electronic commerce system administered by the Maryland Department of General Services. In addition to using the DPSCS website (<http://dpscs.maryland.gov/publicservs/procurement/index.shtml>) and the DBM web site (www.dbm.maryland.gov) and other means for transmitting the RFP and associated materials, the solicitation and summary of the pre-proposal conference, Offerors' questions and the Procurement Officer's responses, amendments, and other solicitation related information will be provided via eMM. <http://emaryland.buyspeed.com>.

A Contractor must be registered on eMM in order to receive a Contract award. Registration on eMM is free.

1.33 Liquidated Damage

1.33.1 It is critical to the success of the Department's programs that dental services be maintained in accordance with the agreed upon schedules. It is also critical to the success of the Department's programs that the Contractor operates in a reliable manner.

It would be impractical and extremely difficult to assess the actual damage sustained by the Department in the event of delays or failures in service, reporting and attendance of Contractor personnel for scheduled work and provision of services to the Department Facilities served by this Contract. The Department and the Contractor, therefore, presume that in the event of any such failure to perform to certain standards, the amount of damages which will be sustained will be the amounts set forth in Attachment P, Liquidated Damages, and the Contractor agrees that in the event of any such failure of performance, the Contractor shall pay such amount as liquidated damages and not as a penalty.



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- 1.33.1.1 For amounts due the Department as liquidated damages, the Department, at its option, may deduct such from any money payable to the Contractor or may bill the Contractor as a separate item.
- 1.33.2 For 90 days from the Go-Live Date (see §1.4.3) the Department will not assess any of the Liquidated Damages described in Attachment P.
- 1.33.3 The Department will not assess or invoke liquidated damages for any occasion of Contract non-performance otherwise subject to liquidated damages if such non-performance is determined by the DPSCS Contract Manager to have resulted from circumstances beyond the control of the Contractor.
- 1.33.3.1 In order for a determination to be made of whether the provision of §1.33.3 applies, in accordance with §1.33.5.1 the Contractor may provide an explanation for any occasion of Contract non-performance otherwise subject to liquidated damages of why it believes the non-performance was attributable to circumstances beyond its control.
- 1.33.4 Monthly the Department will audit various information pertaining to the Contractor's level of compliance with Contract requirements. Until the Department has completed an audit of the Contractor's performance for a given month no liquidated damage will be assessed for that month. Such an audit will involve a review of Contractor statistics of service activities for which minimum performance standards have been established (See also §3.42.2). The assessment of damages for the applicable timeframe as provided in §§1.33.6.1 - 4 will occur consistent with the provisions of §1.33.1.1 as of the first full month following the determination of the DPSCS Contract Manager as per § 1.33.5.2 that damages should be assessed.
- 1.33.4.1 For example, information pertaining to the Contractor's performance for the month of July of a given Contract Period likely will be available for review and audit in the later part of the following month of August. The Department's audit of July's performance data likely will then commence in August or September and may take several weeks to complete, including possible time for the Contractor to respond to Department requests for additional information before a definitive determination can be made concerning the Contractor's level of performance in all measurement areas for July. Accordingly, it may be September or later before the Department Contract Manager has sufficient information to ascertain whether any liquidated damages should be assessed for July.
- 1.33.5 If the Contractor disputes the validity of a liquidated damage assessment, including that a liquidated damage should not be assessed based upon circumstances beyond its control as described in §1.33.3, or disputes the amount of a given liquidated damage assessment, the liquidated damage will not be assessed unless and until the DPSCS Contract Manager makes a determination as described in §1.33.5.2 that the imposition of the liquidated damage and the amount of the damage is proper.



1.33.5.1 To enable the DPSCS Contract Manager to render a timely decision regarding any dispute of an occasion when a liquidated damage is assessed, at the time the Contractor disputes the liquidated damage assessment it shall provide a full explanation of why it does not believe the liquidated damage should be assessed, or assessed for the amount indicated. If the DPSCS Contract Manager does not believe the submitted justification or substantiation thereof is sufficient, or if the Contractor fails to provide the required justification for its dispute, the DPSCS Contract Manager may request additional justification and/or documentation, and/or may give a finite deadline for the submission of such justification and/or documentation.

1.33.5.1.1 If the requested justification and/or documentation is not submitted within the required timeframe, the DPSCS Contract Manager will render a determination based upon whatever information has been provided to that point in time.

1.33.5.2 Any time a liquidated damage assessment is disputed by the Contractor, the DPSCS Contract Manager will render a written (typically email) final decision concerning the imposition of the liquidated damage. This final decision can:

- Uphold the liquidated damage assessment;
- Rescind the liquidated damage, in full or in part; or,
- Determine that a given liquidated damages assessment is merited, but that the amount of assessment should be different than originally computed.

1.33.6 The maximum period of time for which Liquidated Damages may be invoked, following completion of an audit as described in § 1.33.4, shall be as follows:

1.33.6.1 One (1) month when the circumstances/information upon which the damages will be based are either continuously available for review by, or are reported monthly to, the DPSCS Manager/Director. (See §3.7.1)

1.33.6.1.1 This one month period will apply for each new monthly report or newly available monthly information. i.e., based upon information provided or available in February for the month of January of a given Contract Period liquidated damages, if warranted, may only be assessed for the month of January of that same Contract Period. However, liquidated damages, if warranted, may again be assessed for the month of February of that same Contract Period if information provided or available in the month of March of that same Contract Period again evidences that the circumstance which triggered the assessment of liquidated damages in February for January, still exists in March for February.

1.33.6.2 Three (3) months when the circumstance/information upon which the damages will be based is only provided or available on a quarterly or semi-annual (6 months) basis.



- 1.33.6.3 Six (6) months when the circumstance/information upon which the damages will be based is only discovered via investigation of an ARP or other type of complaint, including a whistleblower type of complaint from current or former Staff of the Contractor, including subcontractors.
- 1.33.6.4 Unlimited for any situation when it is determined that required, applicable information has been intentionally falsified or omitted to conceal the failure of the Contractor to comply with Contract requirements.

1.34 Consumer Price Index (CPI)

1.34.1 Price Adjustment

On July 1, 2017 and July 1, 2018, the Contractor shall be entitled to an adjustment to its calculated Monthly Price (See Attachment F-1 A 1). At least thirty (30) days prior to July 1, 2017 and July 1, 2018 the DPSCS Contract Manager shall advise the Contractor of the permitted percentage adjustment for the calculated Monthly Price. The adjustment shall be based on the change in the Consumer Price Index as described in § 1.34.2 below.

1.34.2 Consumer Price Index Information

- 1.34.2.1 Price Adjustment: This section describes the mechanism to be used to make price adjustments. Price adjustments to the contracted prices for services proposed will be made annually for the 4th and 5th Contract Periods under the following procedure:
- 1.34.2.1.1 At least sixty (60) calendar days prior to the 3rd and 4th contract anniversary dates which mark the beginning of the 4th and 5th Contract Periods, respectively, the Contractor shall submit to the DPSCS Contract Manager its proposed adjustment for the next Contract Period. At least thirty (30) calendar days prior to the 3rd and 4th contract anniversary dates, which mark the beginning of the 4th and 5th Contract Periods, respectively, the DPSCS Contract Manager shall provide the Contractor with a written notice of adjustment setting out the allowable percentage adjustment, calculated to the nearest tenth of a percent, (e.g., 1.1%) to be applied to the calculated Monthly Price and corresponding per Inmate price. The adjustment shall be calculated by reference to the annual change in the U.S. Department of Labor, Bureau of Labor Statistics (BLS), the U.S. City Average Consumer Price Index - All Urban Consumers, Medical Care Services ("CPI-U,MCS"), all items, base period 1982-84=100. (See Attachment AA).
- 1.34.2.1.2 Within fifteen (15) calendar days of the receipt of the DPSCS Contract Manager's notice of adjustment, the Contractor shall submit its revised monthly and corresponding per Inmate rates to the Contract Manager in the



same form as the “Financial Proposal Form” (Attachment F-2). The Contractor shall have the option of keeping existing prices or changing its monthly, and corresponding per Inmate price.

1.34.2.1.3 A reduction in the CPI-U, MCS will not result in reductions to the Contractor’s rates, however subsequent increases may not result in increases in the Contractor’s rates until those increases exceed prior reductions.

1.34.2.1.4 The adjustment will be calculated as a percentage resulting from the change in the CPI-U, MCS for the most recent twelve (12) months beginning four (4) months prior to the 3rd and 4th anniversary dates of the Contract. This adjustment is further explained as follows:

The 4th and 5th Contract Periods are anticipated to run from July 1, 2017 to June 30, 2018, and July 1, 2018 to June 30, 2019, respectively. For each of these Contract Periods sixty days prior is May 2nd. On May 2nd the available CPI-U, MCS index will be for the month of March. Accordingly, the period for which the adjustment is to be calculated will be the 12 month period from March of the preceding year through February of the current year. (March of 2016 through February 2017 to produce the adjustment calculation for the 4th contract period that begins on 7/1/2017, and March 2017 through February 2018 to produce the adjustment calculation for the 5th contract period that begins on 7/1/2018.

1.34.2.1.5 The revised rate schedule shall be used for billing effective the first day of the month for the 4th and 5th Contract Periods, as appropriate.

1.34.2.2 Changes to the Consumer Price Index (CPI), as described in this section:

1.34.2.2.1 The adjustment shall be calculated by reference to the annual change in the U.S. Department of Labor, Bureau of Labor Statistics (BLS), CPI—All Urban Consumers, Medical Care Services, as follows:

1.34.2.2.1.1 Area: U.S. All City Average (not seasonally adjusted), Medical Care Services Index, entitled “Consumer Price Index for All Urban Consumers, Medical Care Services (CPI-U, MCS).”

1.34.2.2.1.2 Series ID: CUUR0000SAM2.

1.34.2.2.2 In the event that the BLS discontinues the use of the CPI-U, MCS index described in this §1.34.2, adjustments shall be based upon the most comparable successor index to the CPI. The determination as to which index is most comparable shall be at the sole discretion of the DPSCS Contract Manager.



1.34.2.3 It is the Contractor’s responsibility to present such evidence at least sixty (60) calendar days prior to the Contract anniversary date.

1.34.2.4 The following example illustrates the computation of percent change:

CPI-U, MCS for current period	421.716
Less CPI-U, MCS for previous period	410.256
Equals index point change	11.450
Divided by previous period CPI-U, MCS	410.256
Equals	.028
Result multiplied by 100	0.028 x 100
Equals percent change	2.8

1.35 Electronic Procurements Authorized

1.35.1 The Department may conduct procurement transactions by electronic means, including the solicitation, bidding, award, execution, and administration of a contract, as provided in the Maryland Uniform Electronic Transactions Act, Commercial Law Article, Title 21, Annotated Code of Maryland.

1.35.2 Participation in the solicitation process on a procurement contract for which electronic means has been authorized shall constitute consent by the bidder/offeror to conduct by electronic means all elements of the procurement of that Contract which are specifically authorized under the RFP, IFB or the Contract.

1.35.3 “Electronic means” refers to exchanges or communications using electronic, digital, magnetic, wireless, optical, electromagnetic, or other means of electronically conducting transactions. Electronic means includes facsimile, electronic mail, internet-based communications, electronic funds transfer, specific electronic bidding platforms (e.g. <http://emaryland.buyspeed.com>), and electronic data interchange.

1.35.4 In addition to specific electronic transactions specifically authorized in other sections of this RFP or IFB (e.g. §1.31 related to electronic funds transfer (EFT)) and subject to the exclusions noted in § 1.35.5 of this subsection, the following transactions are authorized to be conducted by electronic means on the terms described:

A. The Procurement Officer may conduct this procurement using eMarylandMarketplace, e-mail or facsimile to issue:

- a. the solicitation (e.g. the RFP or IFB);
- b. any amendments;
- c. pre-proposal conference documents;
- d. questions and responses;
- e. communications regarding the solicitation or proposal to any Offeror or potential Offeror including requests for clarification, explanation, or removal of elements of an Offeror's proposal deemed not acceptable;



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- f. notice that a proposal is not reasonably susceptible for award or does not meet minimum qualifications and notices of award selection or non-selection; and
 - g. the Procurement Officer's decision on any protest or Contract claim.

B. An Offeror or potential Offeror may use e-mail or facsimile to:

- a. ask questions regarding the solicitation;
- b. reply to any material received from the Procurement Officer by electronic means that includes a Procurement Officer's request or direction to reply by e-mail or facsimile, but only on the terms specifically approved and directed by the Procurement Officer;
- c. request a debriefing; or,
- d. submit a "No Bid Response" to the solicitation.

C. The Procurement Officer, the State's Contract Administrator and the Contractor may conduct day-to-day Contract administration, except as outlined in § 1.35.5 of this subsection utilizing e-mail, facsimile or other electronic means if authorized by the Procurement Officer or Contract Administrator .

1.35.5 The following transactions related to this procurement and any Contract awarded pursuant to it are *not authorized* to be conducted by electronic means:

- a. submission of initial bids or proposals;
- b. filing of protests;
- c. filing of Contract claims;
- d. submission of documents determined by DPSCS to require original signatures (e.g. Contract execution, Contract modifications, etc); or
- e. any transaction, submission, or communication where the Procurement Officer has specifically directed that a response from the Contractor, Bidder or Offeror be provided in writing or hard copy.

1.35.6 Any facsimile or electronic mail transmission is only authorized to the facsimile numbers or electronic mail addresses for the identified person as provided in the RFP or IFB, the Contract, or in the direction from the Procurement Officer or Contract Administrator.

1.36 Non-Compete Clause Prohibition

The Department seeks to maximize the retention of personnel working under this Contract whenever there is a transition of the Contract from one contractor to another so as to minimize disruption due to a change in contractor and maximize maintenance of institutional knowledge accumulated by such personnel.

To help achieve this objective of Staff retention, each Offeror shall agree that if awarded the Contract, the Offeror's employees and agents below the Contractor's Contract Manager and Contractor's Statewide Dental Director working on the State Contract shall be free to work for the contractor awarded the State contract notwithstanding any non-compete clauses to which the employee may be subject. The Offeror



agrees not to enforce any non-compete restrictions against the State with regard to the Offeror's employees and agents below the Contract Manager and Contractor's Statewide Dental Director level if a different vendor succeeds it in the performance of the Contract.

To evidence compliance with this Non-Compete clause prohibition each Offeror must include an affirmative statement in its Technical Proposal (See Section 4.4.2 D #20) that the Contractor agrees that its employees and agents below the Statewide level shall not be restricted from working with any successor contractor that is awarded the State contract.

In the event the Department determines that the Contractor or its agent has invoked a non-compete clause to discourage an employee below the Contractor's Contract Manager and Contractor's Statewide Dental Director level from agreeing to work for a successor contractor in violation of RFP requirements, the Department as liquidated damages shall deduct the equivalent of three month's salary for such employee from the final payment due the Contractor to compensate the Department for the value of lost Contract-specific knowledge. To ascertain the value of six month's salary the Department will use the hourly rate provided for the respective position in Attachment N of Contractor's Technical Proposal. (Also see Liquidated Damages Table, Attachment P).

1.37 Veterans Small Business Enterprise Goals

A VSBE subcontract participation goal of 0% of the total contract dollar amount has been established for this procurement.

1.38 Conflict Minerals Notice

Offerors are advised that Md. Ann. Code, State Finance and Procurement Article, § 14-413 provides as follows:

- (a)
 - (1) In this section the following words have the meanings indicated.
 - (2)
 - (i) "Conflict mineral" means a mineral or mineral derivative determined under federal law to be financing human conflict.
 - (ii) "Conflict mineral" includes columbite-tantalite (coltan), cassiterite, gold, wolframite, or derivatives of these minerals.
 - (3) "Noncompliant person" means a person:
 - (i) that is required to disclose under federal law information relating to conflict minerals that originated in the Democratic Republic of the Congo or its neighboring countries; and
 - (ii) for which the disclosure is not filed, is considered under federal law to be an unreliable determination, or contains false information.
- (b) A unit may not knowingly procure supplies or services from a noncompliant person.



By submitting a response to this solicitation, the Offeror represents that it is in compliance with the disclosure requirements related to conflict minerals, as set forth in § 14-413 of the State Finance and Procurement Article.

1.39 Location of the Performances of Services Disclosure

(This section applies to a procurement contract with an estimated value of \$2,000,000 or more).

An offer submitted by an Offeror must be accompanied by a completed Location of the Performance of Services Disclosure (See § 4.4.2 TAB S). A copy of this Disclosure is included as Attachment Y of this RFP.

1.40 Investment Activities in Iran Certification

The Offeror is required to complete the Investment Activities in Iran Certification. A copy of this Certification is included as Attachment Z. The Certification must be provided along with the Technical Proposal (See §4.4.2 TAB S).

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Section 2 MINIMUM QUALIFICATIONS

Each Offeror shall clearly demonstrate and document within the Executive Summary (See §4.4.2 Tab C) of its Technical Proposal that, as of the Proposal due date, the Offeror meets the following Minimum Qualifications. The Executive Summary shall include reference to the page number(s) in the Proposal where such evidence can be found.

2.1 Minimum Offeror Qualifications

An Offeror (See § 1.2.56) shall for the three (3) years prior to proposal submission, either directly or via its parent organization if that organization will guarantee the performance of the Offeror have simultaneously and continuously provided Comprehensive Dental Services* under all three (3) of following circumstances:

1. Within at least one (1) Correctional System. A “Correctional System” means a single unified organization for the incarceration of individuals charged or convicted of a criminal act comprised of a minimum of six (6) geographically separate prison, jail, or criminal detention center locations (facilities, institutions, etc.) that is operated by or for a single government entity in the United States or Canada, such as a city, township, county, parish, state, province, etc. with a population of at least 50,000 residents, or by or for the federal government of the United States and/or Canada.
2. For a cumulative total of at least 10,000 prisoners at least eighteen (18) years of age, without regard to how many of these prisoners actually require dental care. This total of 10,000 prisoners can be achieved through any combination of the population of prisons, jails, or criminal detention centers in the United States or Canada, whether through providing such services to one or more Correctional Systems as defined above, and/or aggregating the populations of one or more Correctional Systems and/or the prison, jail, or criminal detention center populations of any number of governments in the United States or Canada with less than six (6) prison/jail/criminal detention center locations, including a single location.
3. To a single prison/jail/criminal detention center location (facility, institution, etc.) housing a minimum population of 1,500 prisoners at least eighteen (18) years of age without regard to how many of these prisoners actually require dental care.

*Comprehensive Dental Services means the Offeror has provided chronic (ongoing) on-site or outpatient dental care of prisoners that includes preventative care, periodontal care, restorative care, oral surgery, prosthetics (dentures), limited endodontic and dental x-ray services .



NOTE: An Offeror meeting these minimum requirements does not guarantee that the Offeror will be deemed responsible or have its Proposal deemed reasonably susceptible of being selected for award.

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Section 3 SCOPE OF WORK

3.1 Introduction

- 3.1.1 This dental care Contract is one component of the overall Inmate health services program within the Department. The Contractor shall provide Comprehensive Dental Services, Staff, equipment, except as excluded in §§ 3.21.1.1.1, 3.21.1.2.4, 3.21.2 and §3.21.5.3.1., and supplies (other than On-site medications).
- 3.1.2 The Department has separate contracts for medical, mental health and pharmacy services (See § 3.4). Notwithstanding the separate contract awards, this RFP includes limited obligations for the Contractor in these subject areas.
- 3.1.3 By providing numbers or estimates from the current contract in some of the sections that follow, the Department makes no representation that the number during the term of the Contract will approximate these numbers. The Contractor must abide by its Financial Proposal, regardless of the number actually required/provided during the Contract term.

3.2 General Provisions

- 3.2.1 The Department has delegated responsibility for the management of the delivery of Inmate dental care to the DPSCS CEO Office of Inmate Health Services and, concomitantly, to the Chief Medical Officer (CMO) of DPSCS.
- 3.2.2 The requirements of the RFP are incorporated by reference into the Contract.
- 3.2.3 The Department Contract Manager has the sole authority to order the Contractor to take specific actions that the Department deems administratively appropriate that are consistent with the terms of the Contract, and the Department CMO may order the Contractor to take specific actions that the Department deems clinically appropriate that are consistent with the terms of the Contract.
- 3.2.3.1 The Department CMO, in partnership with the DPSCS Dental Consultant, shall have full authority to direct any clinical action under the Contract including Peer Review, CQI and Infection Control.
- 3.2.3.2 The Department Contract Manager and/or CMO, at their discretion, may designate the DPSCS Deputy Secretary or other designee to utilize such authority as described above (See also § 3.2.9.1).



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- 3.2.4 Success in the provision of Inmate Dental Services in a multi-Contractor model (See § 3.1 and § 3.4) in partnership with the Department is dependent on communication. As described within this RFP, the Department depends on regular meetings on an array of substantive issues to address Inmate health needs. The Contractor shall provide appropriate representatives to serve on and attend all committee meetings as required by the Department. (See § 3.4.3, §3.28.2, § 3.32.1, §3.35.8 and §3.40.2).
- 3.2.5 The Contractor shall ensure that only qualified Dental Professionals will provide required services, as set forth in any federal or State laws, statutes, or regulations as presently enacted, or which may hereafter be enacted and which are applicable to the Department's facilities and Comprehensive Dental Services to be provided under the Contract that results from this RFP.
- 3.2.6 Generally, the Contractor is not responsible for paying for Off-site dental care or medical testing. However, the Contractor is responsible for the payment of all claims by those providing specialty care to State Inmates pursuant to referral by the Dental Professional, if the requirement to obtain the approval of Utilization Management (UM) Staff of the Medical Contractor for Off-site care or tests as per RFP Sections 3.22.5.7.1 and 3.22.10, respectively has not been obtained. Any legal action, late fees, interest, etc. for unpaid claims or partial claim payment shall be the exclusive responsibility of the Contractor. In addition, the Contractor may be required to pay for the cost of Off-site hospitalizations or services if it performs a dental procedure without consulting with the Medical Contractor concerning abnormal test results from tests ordered by Dental Professionals (See § 3.22.10.1), and is responsible for any claims in these circumstances. This responsibility survives the term of this Contract for any services that were performed at any time while the Contract was in effect. (See also §1.4.5 concerning the Contract term and § 3.3.2.5 concerning billing).
- 3.2.7 At the request of the Department Contract Manager, the Contractor shall participate in the development and transition plan for any new facility and/or mission change at any existing facility and shall send a representative to related meetings. The Contractor shall provide consultation to the Department on matters of Inmate movement within Departmental facilities to ensure that the needs of the Inmate patients are met in conjunction with space and resource requirements for certain geographic areas.
- 3.2.8 Litigation:
- 3.2.8.1 For any incidence where litigation involving any activity under this Contract is filed directly with the Contractor, the Contractor shall promptly notify the Department Contract Manager and CMO. The notification shall include:
1. Name of court,
 2. Case number,
 3. Whether counsel filed or pro se, and
 4. Amount of claim.



3.2.8.1.1 Whenever there is any progress or activity involving the case, the Contractor shall notify the DPSCS Contract Manager and DPSCS CMO to delineate:

1. Whether dispositive motions are pending,
2. Discovery proceeding,
3. Trial set (date),
4. Trial held,
5. Judgment rendered,
6. And/or appeal noted.

All rulings on dispositive motions, judgments and settlements, and the terms of any judgment or settlement shall also be reported, regardless of whether the named defendant is the corporate defendant, a corporate subcontractor, or an individual employed by the Contractor or a subcontractor if the suit arises from performance of the services under this RFP. For any claim filed with the Contractor, the Contractor shall cooperate with the Department with the defense of such claim. For any claim filed with the Department, the Department will notify the Contractor and will coordinate with the Contractor for any necessary information needed in the suit.

3.2.8.1.2 The Contractor shall participate in providing expert testimony for any litigation filed during the Contract period stemming from a dental claim.

3.2.8.2 The Contractor is advised that the Department is subject to a consent decree in *Carter v. Kamka*, 515 F. Supp. 825 (D. Md. 1980) under which the Department contracts with an independent Legal Services Provider (“Legal Services Provider”) to provide legal assistance to Inmates. The current Legal Services Provider is the Prisoner Rights Information System of Maryland, Inc. (“PRISM”).

3.2.8.2.1 The Department has designated the Medical Contractor as the custodian of all Inmate health records, including medical, dental, pharmacy and mental health records (See §3.35.4). Accordingly, prior to the Go Live Date the Contractor will contact the Medical Contractor to obtain contact information for the Medical Contractor’s Statewide Director of Medical Records or his/her designee. In the event that the Legal Services Provider makes a direct request to the Dental Contractor for the dental records of the Inmate, the Contractor shall refer the requestor to the Medical Contractor’s Statewide Director of Medical Records or his/her designee. The custodian of the medical records will provide copies of the records to the Legal Services Provider.

3.2.9 Throughout this RFP the Contractor and various Staff of the Contractor are identified as being required to do or not do various actions, meet various requirements, etc. Unless clearly not applicable, specified requirements of the Contractor shall be construed to apply to its Staff, and specified requirements of various Staff shall be interchangeably construed to apply to the Contractor.



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- 3.2.9.1 Any time a specific Department position is listed throughout the RFP (e.g. Contract Manager, CMO, etc.) such identification shall be construed to include a designee, who shall be identified in writing to the Contractor by the person holding the position. Such written identification will typically occur via email.
- 3.2.10 Included as Attachment W is a **Contract Compliance Checklist (CCC)**. The CCC does not contain any new requirement or information. Rather, it seeks to highlight many of the requirements of the RFP in a streamlined, summary format for use by both the Contractor and Department personnel to ensure that such RFP requirements are not overlooked throughout the duration of the Contract. In addition, Offerors may use the CCC to help ensure that the included requirements are appropriately addressed in their Proposals.
- 3.2.11 The Contractor must fully cooperate with the Department to implement the requirements of any Memorandum of Understanding (MOU) or Agreement entered into between the Department and any entity concerning the delivery of Inmate Dental Care services. (See also § 3.16.3(1)).
- For instance, the Department has entered into an MOU with the Federal Bureau of Prisons regarding the management of federal Inmates at the Chesapeake Detention Facility, formerly MCAC, under which the Department has agreed to obtain and maintain compliance with the standards for jails propagated by NCCHC within 36 months of the signed MOU dated September 1, 2010. The current 36 month NCCHC accreditation deadline is August 31, 2013. If for any reason as of the Go Live Date NCCHC accreditation has not been obtained, the Contractor must fully cooperate with the Department and the NCCHC concerning the Department's commitment to obtain NCCHC accreditation for the Chesapeake Detention Facility (CDF). In this regard the Contractor must provide appropriate personnel to attend any meetings pertaining to the effort to obtain accreditation, provide all pertinent information, and take any actions reasonably necessary to help achieve the goal of NCCHC accreditation, including correcting identified deficiencies in the manner in which it operates if an audit re-inspection(s) is needed. The Department will pay NCCHC all costs associated with obtaining accreditation including the initial audit and any subsequent re-audits due to failure to pass an initial audit. See Attachment BB (CDF (formerly MCAC) MOU).
- 3.2.12 All Contractor Staff who work in a facility must, at a minimum, have CPR training.
- 3.2.13 The Contractor shall at all times perform under the Contract in full compliance with the requirements of State and DPSCS guidelines concerning the security of DPSCS information technology (IT) hardware, software, mid-ware, systems, databases, etc. State IT security guidelines can be found on the website <http://doit.maryland.gov/policies/Pages/default.aspx>.



3.3 Billing

3.3.1 Billing Frequency and Contract Periods

The Contractor may submit invoices for properly performed Contract services once a month as described hereafter in this section.

3.3.1.1 The monthly billing invoice shall be submitted by the 5th of the month for the preceding monthly services provided.

3.3.1.1.1 By the last day of the following month the Contractor shall submit a Fill Rate Report to the DPSCS Contract Manager in the form and format as required that summarizes the Dental Professional position hours required versus the actual Dental Professional position hours provided during the preceding month. (See § 3.6.1.2 and §3.11.1) This Report will be used by the Department to calculate any liquidated damages due the Department for the preceding month (See Attachment P, Item 2).

3.3.1.1.2 By the 10th of each month, the Contractor shall ensure its web-based staff scheduling software is updated to reflect all current required Dental Professional position vacancies (i.e., vacancies existing as of the first day of that month) for the Department CMO to review.

3.3.1.2 Except as noted in Section 3.3.2, for the first three Contract Periods the Contractor shall bill the Department for the calculated Monthly Price for each respective Contract Period as quoted in its final Financial Proposal. For the last two Contract Periods (Periods 4 and 5) the Contractor shall bill the Department at the same calculated Monthly Price as quoted or calculated for the preceding Contract Period, subject to a CPI adjustment as described in § 1.34. (Also see § 4.5 and Attachments F-1, A 1 and F-2).

3.3.2 Billing Adjustment for Inmate Census Changes

For the Second through Fifth Contract Periods the Contractor's calculated Monthly Price is subject to an adjustment for variations in the Inmate Population as of June 30, 2015, 2016, 2017 and 2018. The DPSCS Contract Manager shall forward the documented adjustment of the Inmate Population as well as the exact figure which will represent the monthly billing amount for the upcoming year within 20 days after the end of each Contract Period (i.e. by July 20, 2015, 2016, 2017, and 2018). In calculating any possible adjustment, the Department will compare the Inmate Population as maintained by the CMO as of June 30 of 2015, 2016, 2017, and 2018 with the Inmate census of the prior year (as of January 1, 2014 for the first Contract Period). If there is more than a 1000 Inmate difference, the calculated Monthly Price will be adjusted by the number of Inmates (See 1.2.42), either more or less than as calculated on the price form.



In Attachment F-1, A 2, it is explained that based upon the Estimated Annual Inmate Population a per-Inmate monthly rate will be established. If as of 6/30/2015, 2016, 2017, or 2018 the Inmate Annual Population differs by more than 1000 Inmates, either more or less, from the Estimated Annual Inmate Population listed in Attachment F-2, the Contractor shall either increase or decrease, as appropriate, its calculated Monthly Price by the Monthly Price Per Inmate times the number of Inmates in excess of the 1000 variation limit, plus or minus.

For example: Per Attachment F-2 the Inmate Average Daily Population is estimated to be 24,100 for the first Contract Period. 1,000 Inmates above or below this level is 25,100 or 23,100. If as of 7/15/2015 (for June 2015 – See Section 3.3.2.2) the Inmate Average Daily Population is 25,325, the Contractor may bill its Monthly Price Per Inmate as taken from Attachment F-2 times 225 (25,325 less 25,100 = 225). The Contractor would then add the resulting total to its calculated Monthly Price for the second Contract Period to produce the amount to be billed for all months of the second Contract Period.

Conversely, if the Average Daily Population is as of 7/15/2015 (for June 2015 – See Section 3.3.2.2) 22,825, the Contractor must deduct from its Monthly Price invoice for the second Contract Period its Monthly Price Per Inmate for the second Contract Period as taken from Attachment F-2 times 275 (23,100 less 22,825 = 275) to produce the amount to be billed for all months of the second Contract Period.

3.3.2.1 To calculate the appropriate census adjustment for the 4th and 5th Contract Periods the Estimated Average Inmate Population listed on Attachment F-2 for the third Contract Period (24,100) shall be used.

3.3.2.2 The Inmate Average Daily Population is calculated by the Department on the 15th of each calendar month, for the ADP of the previous month, as reported to the Secretary of the Department in the ordinary course of business. This means that the ADP for June 2015, 2016, 2017 and 2018 will be calculated on July 15, 2015, 2016, 2017 and 2018. This Inmate Average Daily Population level for June 2015, 2016, 2017 and 2018 shall be used by the Contractor to produce the calculated Monthly Price that it will bill for each month of the following Contract Period. (June 2015 for the second Contract Period; June 2016 for the third Contract Period; June 2017 for the fourth Contract Period; and June 2018 for the fifth Contract Period).

3.3.2.3 If the 15th of July falls on a weekend, the population for the preceding June shall be the population reported on the next following Monday, or next regular workday if that Monday is a **Holiday; e.g. State Holiday, which can be found at: www.dbm.maryland.gov – keyword: State Holidays.**

3.3.2.4 The population at the Baltimore Central Booking and Intake Center that has not been committed shall not be included in the Inmate population count. For



clarification purposes, the population at BCBIC is included as a population that must be provided full dental services as defined throughout this RFP (also reference §3.5.1). Based on the rapid turnover of this population, those not committed will not be included in the Inmate population count as specified in the price sheet instructions and reimbursement. However, all dental services must be provided to this population, and this population is to be covered by the Contractor's proposed price and submitted staffing matrix; no additional reimbursement shall be made for dental services provided to this population. The cost of the Staff to provide services at BCBIC is to be part of the Contractor's submitted price.

3.3.2.5 The Contractor's calculated Monthly Price from its Financial Proposal (Attachment F-2) shall cover all Staff services, On-site specialist care, supplies and equipment except as excluded in §§ 3.21.1.1.1, 3.21.1.2.4, 3.21.2 and 3.21.5.3.1 all overhead and administrative costs, and any other costs associated with the full provision of care such as those described in §3.2.6, including any fees associated with licenses, required by entities such as, but not limited to, the Board of Dental Examiners and the Maryland Department of Health and Mental Hygiene as set forth within this RFP, regardless of whether any adjustment of this Price occurs due to the above described variation in the Inmate Average Daily Population. The cost of medications is not to be included in the calculated Monthly Price.

3.3.3 **Billing Not Effected by Living Wage Adjustment**

An employer subject to the Living Wage Law must comply with the rate requirements during the term of the Contract without any adjustment to the Contract price. Automatic increases in the wage rate are effective upon the effective date of the revised wage rate.

3.3.4 Billing for JCI Dental Suite

As described in §3.21.6.1 the Contractor is required to install a fully functioning dental suite at the JCI no later than 60 days after the Go Live Date. In order to minimize the financial burden of incurring the substantial expense of this installation the Contractor may submit invoices as follows:

3.3.4.1 Upon Contract Commencement (See §1.4.1), 25% of the fixed price JCI Dental Suite listed on the Contractor's Financial Proposal (Form F-2) may be invoiced.

3.3.4.2 As of the Go Live Date 50% of the fixed price JCI Dental Suite listed on the Contractor's Financial Proposal (Form F-2) may be invoiced.

3.3.4.3 Once the JCI dental suite is equipped and installed in accordance with the Contractor's response to §4.4.2 Tab D. 11 D and fully operational in conformance with professional standards, the Contractor may invoice for the final 25% of the fixed price JCI Dental Suite listed on its Financial Proposal (Form F-2).

3.3.5 Pricing for Optional Services



3.3.5.1 In the event the Department directs the Contractor to implement the optional Digital X-ray (See §3.21.6.2.3) or Digitized Conversion System (See §3.21.6.2.3.1) for which separate fixed prices have been quoted in parts A and B, respectively on Attachment F-3, the Contractor shall implement the system as described in its final Technical Proposal response to §4.4.2 TAB K for the quoted firm fixed prices per Form F-3 for the pricing scenario (A or B), as per the Contract Period during which the optional service is to be installed/implemented.

3.3.5.2 The Department will only provide a Notice to Proceed (NTP) for the optional Digital X-ray or Digitized Conversion system to be installed/implemented as of July 1 of any Contract Period (one year prior to the end of the first Contract Period and as of the beginning of the 2nd through 5th Contract Periods. e.g., if a NTP is issued on January 31, 2014, the installation/implementation of the optional service will start as of July 1, 2014 and the quoted prices for the 1st installation/implementation Scenario will apply. For a NTP issued June 29, 2016, installation/implementation will start as of July 1, 2016 and the installation/implementation Scenario 3 prices will apply.

3.3.5.3 If the Department exercises the option to implement the Digital X-ray or Digitized Conversion system, the Department will pay the Contractor as follows:

3.3.5.3.1 For the Contract Period when an optional service is first installed/implemented the Contractor will be paid up to 20% of its firm, fixed price for acquisition/implementation on price form F-3 in accordance with the milestone pay out points described in its Technical Proposal (See § 4.4.2 Tab K). Upon installation/implementation and Acceptance (Acceptance is explained in § 3.3.5.3.1.1) the Contractor will be paid the balance of its acquisition/implementation price evenly amortized on a monthly basis over the remainder of the Contract term.

3.3.5.3.1.1 In its final Technical Proposal the Contractor will have provided an expected timeframe for implementation, including acceptance by the DPSCS Contract Manager as being fully compliant with the Technical Proposal offering (See § 4.4.2 TAB K A and B) for either the Digital X-ray or Digitized Conversion system, under 5 different Implementation Scenarios (Acceptance). For other than the fixed acquisition/implementation price discussed in 3.3.5.3.1, if complete implementation and Acceptance occurs within the timeframe proposed by the Contractor in its Technical Proposal, the Contractor may bill and be paid in equal monthly increments the full prices entered on the optional service price form F-3 for the Contract Period during which the optional service is to be implemented/Accepted (i.e., Contract Period 1 for Scenario 1, Contract Period 2 for Scenario 2, Contract Period 3 for Scenario 3, and so forth).

For example, if implementation Scenario 1 is selected by DPSCS, if the Contractor anticipates taking 3 months to implement the optional service, the Contractor can anticipate being paid the Contract Period 1 prices (other than acquisition/implementation price) in 9 equal monthly amounts (12 months minus 3 months). Should implementation and Acceptance actually take 2 months, the Contractor would be paid the full Contract Period 1 prices (other than acquisition/implementation prices) in 10



equal monthly amounts (12 months minus 2 months). In each case, payments for Contract Periods 2 through 5 prices (other than acquisition/implementation prices) will be paid in 12 equal monthly payments during each respective Contract Period.

Also by way of example, if, on the other hand, implementation Scenario 3 is selected by DPSCS, rather than Implementation Scenario 1, and the Contractor anticipates taking 3 months to implement the optional service, the Contractor can anticipate being paid the Contract Period 3 prices (other than acquisition/implementation prices) in 9 equal monthly amounts. Should implementation and Acceptance actually take 2 months, the Contractor would be paid the full Contract Period 3 prices (other than acquisition/implementation price) in 10 equal monthly amounts. In each case, payments for Contract Periods 4 and 5 prices (other than acquisition/implementation costs) will be paid in 12 equal monthly payments during each respective Contract Period.

Irrespective of the implementation Scenario selected, if actual implementation/Acceptance takes longer than projected by the Contractor, for each month, or portion thereof, past or in excess of the Contractor's projected implementation/Acceptance timeframe, the Contractor's payment of implementation Contract Period prices (other than acquisition/implementation price) will be reduced proportionally. For example if the Contractor projects and achieves an implementation/Acceptance period of 4 months, this means implementation Contract Period prices (other than acquisition/implementation price) would be for 8 months of full service. If actual implementation took 6 months rather than 4 months, the Contractor's payment for implementation Contract Period prices (other than acquisition/implementation price) would be reduced by 25% (i.e., reduced by two-eighths). If actual implementation took 7 months rather than 4 months, the Contractor's payment for implementation Contract Period prices (other than acquisition/implementation price) would be reduced by 37.5% (i.e., reduced by three-eighths).

If implementation/Acceptance took more than 11 months the Contractor would not receive any payments for the Contract Period during which installation/implementation was originally expected to occur. In this event, the pricing for the following Contract Period would then apply, still on a prorated basis, illustrated as follows:

A NTP for either the optional Digital X-ray (See § 3.21.6.2.3) or Digitalized Conversion Service (See §3.21.6.2.3.1) was provided in the second Contract Period with installation/implementation to commence as of the beginning of the 3rd Contract Period, but during the 3rd Contract Period the implementation/Acceptance did not occur. If in the 13th month of installation/implementation activity (the first month of Contract Period 4) the optional service is implemented/Accepted, the Contractor would invoice and be paid 1/11th of its 4th Contract Period prices (other than for acquisition/implementation which will be paid as described in § 3.3.5.3.1.1) each month during the 4th Contract Period. There would be no payment for 3rd Contract Period prices (other than acquisition implementation).

3.3.6 Final Contract Invoice

The final invoice for all services performed under this Contract shall be submitted no more than 31 days after the Contract end date, or by July 31, 2019.



3.3.7 Pro-Ration (if the Contract does not start on the first day of a month)

In the event the Contract does not start on the first day of a month, the monthly payment due to the Contractor as taken from the Price Form F-2 will be prorated. The method to determine the appropriate prorated amount will be: divide the monthly amount by the number of days in the month in which the Contact starts to obtain a daily rate, rounded to the nearest cent. Multiply the resulting daily rate times the number of days in the month during which services will be provided.

As an example: If the Contract starts on January 5, 2014 instead of January 1, 2014, as anticipated, the payment to the Contractor for January would be calculated by dividing the Contractor's monthly rate by 31 to obtain a daily rate, and then multiplying this daily rate times 26. If the Contractor's monthly fixed fee to provide dental services is \$200,000, this amount would be divided by 31 to yield a daily rate of \$6,451.6129 which rounds to \$6,451.61. This daily rate is then multiplied times 26 to yield a January fixed fee amount of \$167,741.86.

3.4 Multi-Contractor Model for the Delivery of Inmate Health Care

- 3.4.1 The multi-disciplinary services system for the delivery of Inmate dental care represented by this RFP, together with the other contracts identified in § 3.1.2 requires collaboration between Other Healthcare Contractors, sub-contractors, Custody, and the Department overseeing the Contract. In order to meet the total health care needs of the individual Inmate in a timely, safe, and holistic manner, collegial relationships are to be fostered and maintained throughout the duration of the Contract.
- 3.4.2 Full integration of a health care system requires that there be collegial relationships between disciplines regardless of employer or contract holder. That integration extends to the Department and it is expected that the Contractor shall share information openly with the Department health care management to ensure the Department is aware of any and all positive progress, as well as any adverse situations that may arise throughout the term of the Contract. Accordingly, Contractor Staff should be able to speak openly with Department representatives without filter or fear of retribution.
- 3.4.3 The Contractor shall participate no less than quarterly in regional meetings with Other Healthcare Contractors to identify trends and promote cost effective practices for the delivery of dental health services. This meeting is listed in Attachment X as the Quarterly Regional Multi-Disciplinary Trends/Cost Effective Practices Meeting.

3.5 Geographical & Inmate Status Scope of Responsibility



3.5.1 The dental health services requested under this RFP are to be delivered for all persons incarcerated or otherwise held in any institution (are in the Custody - See §1.2.22 (2)) of the DPSCS as set forth more fully below and in Attachment G. Attachment G-1 dates from 2009 and should be used primarily for the descriptions of Department facilities and general information. The census information in G-1 is outdated projections and should not be relied upon for planning purposes. However, G-2 contains detailed actual census numbers through January 2013. Throughout the Contract term, the Contractor shall conform its delivery of services, staffing and statistical and/or other types of reporting to the SDA and Region configuration in existence as of any given point in time. The Department Contract Manager will apprise the Contractor of any changes in Department Regions and SDAs.

DOC	Facility Name	SDA	Region
BCBIC	Baltimore Central Booking and Intake Center	Baltimore	Central
BCCC	Baltimore City Correctional Center	Baltimore	Central
BCDC	Baltimore City Detention Center	Baltimore	Central
BPRU	Baltimore Pre-Release Unit	Baltimore	Central
CHDU	Central Home Detention Unit	Baltimore	Central
CMCF	Central Maryland Correctional Facility (Formerly CLF)	Baltimore	Central
JI	JI Building	Baltimore	Central
CDF	Chesapeake Detention Facility	Baltimore	Central
MRDCC	Maryland Reception, Diagnostic and Classification Center	Baltimore	Central
MTC	Metropolitan Transition Center	Baltimore	Central
SMPRU	Southern Maryland Pre-Release Unit	South	South
NBCI	North Branch Correctional Institution	Western	North
WCI	Western Correctional Institution	Western	North
ECI	Eastern Correctional Institution	Eastern	South
ECI-A	Eastern Correctional Institution Annex	Eastern	South
EPRU	Eastern Pre-Release Unit	Eastern	South
PHPRU	Poplar Hill Pre-Release Unit	Eastern	South
MCI-H	Maryland Correctional Institution - Hagerstown	Western	North
MCTC	Maryland Correctional Training Center	Western	North
RCI	Roxbury Correctional Institution	Western	North
BCF	Brockbridge Correctional Facility	Jessup	South
JCI	Jessup Correctional Institution	Jessup	South
JPRU	Jessup Pre-Release Unit	Jessup	South
JRI	Jessup Regional Hospital	Jessup	South
MCI-J	Maryland Correctional Institution - Jessup	Jessup	South
MCI-W	Maryland Correctional institution for Women	Jessup	South
PATUXENT			North



CMHC-J	Correctional Mental Health Center - Patuxent	Jessup	North
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3.5.1.2 DPSCS operates the local jail in Baltimore City as a Pre-Trial facility primarily for non-sentenced Detainees. It is comprised of the Baltimore Central Booking and Intake Center (BCBIC), BCDC, comprised of a women’s detention center (WDC), and a men’s detention center (MDC) and the dormitories in the Jail Industries building (JI).

3.5.1.3 The Medical Contractor will screen all Arrestees delivered to the BCBIC. Included as part of this screening is an oral screening to identify Urgent or Emergent dental conditions.

3.5.2 Maryland hosts a number of federal Inmates throughout its system. A concentration of federal Inmates (up to 500 beds) currently occupies the Chesapeake Detention Facility (CDF) in Baltimore. All of these Inmates are present in short term status in conjunction with a court appearance at the Federal Court in Baltimore. This unit functions as a reception center for federal Inmates.

3.5.2.1 All federal Inmates shall be treated in a manner consistent with that required for the entire DPSCS population.

3.6 Contractor Staffing and Management

3.6.1 The Final staffing plan submitted in response to 4.4.2 Tab D #6 shall be formalized as the Contractor’s Initial Staffing Plan. The Contractor’s staffing plan shall primarily focus on the total number of Staff to be provided and the number of Staff in each position category (e.g., Dentist, Dental Hygienist, and Dental Assistant). Although the staffing plan will indicate the projected work site and working hours for each included position, unless directed otherwise in writing by the DPSCS Manager/Director (See §3.6.1.1.2) the Contractor may alter Staff work sites or work times without revising its current staffing plan. However, annually the Contractor must submit a staffing plan as described in 3.6.1.1.1.

3.6.1.1 If at any time during the Contract term the Contractor determines that more staffing is necessary to deliver the services required than contained in its current staffing plan, the Contractor shall institute that staffing increase at its own expense, absent a material change in circumstances stemming from a Contact modification executed by the Procurement Officer.

3.6.1.1.1 As of July 10, 2014 and beginning with the second Contract Period thereafter, within 10 days after the start of each Contract Period the Contractor shall submit a staffing plan, to be known as the Annual Staffing Plan, which reflects its then current staffing arrangement. This Annual Staffing Plan shall indicate all positions working under this Contract, either On-Site or at a Contractor Off-site location in Maryland such as an administrative office, including the typical work hours and location for each position. Each Annual Staffing Plan shall highlight staff additions or deletions, by location,



since the Initial Staffing Plan, or a prior Annual Staffing Plan, as applicable. Any overall increase in the number of Staff working under the Contract shall also be specifically described.

3.6.1.1.2 The DPSCS Manager/Director, ACOMs and other designated DPSCS personnel will have the ability to monitor the Contractor's staffing real time via access to the Contractor's monthly staffing schedules as described in §3.6.4. As long as in the opinion of the DPSCS Contract Manager there are not an excessive number and amount of liquidated or direct damages being assessed due to the failure of the Contractor to comply with various Contract requirements, the Contractor shall be afforded the flexibility to use its Staff in the manner it deems most appropriate to satisfy the services requirements of the Contract. However, if in the opinion of the DPSCS Contract Manager there are an excessive number and amount of liquidated or direct damages being assessed due to the failure of the Contractor to comply with various Contract requirements, for as long as deemed appropriate the DPSCS Contract Manager may require the Contractor to obtain his/her advanced, written approval for any proposed staffing changes.

3.6.1.2 The Contractor shall maintain a minimum 96% Fill Rate for each type of Dental Professional (See §1.2.23) position listed in accordance with its current DPSCS approved staffing plan. The 96% Fill Rate will be calculated Department-wide and by Dental Professional positions based on the total number of hours provided per month versus the aggregate number of hours contained in the current staffing plan. As described in §1.33 and Attachment P Item 2, Liquidated Damages will be assessed for the failure to maintain a 96% staffing level for Dental Professional positions listed in the DPSCS approved staffing plan Department-wide.

3.6.1.2.1 In accordance with §1.33.3, if the Contractor believes that any occasion of liquidated damages should not be assessed concerning the requirements of Section 3.6.1.2, the justification for not assessing the damages should be contained in the report described in Section 3.3.1.1.1.

3.6.1.2.2 Any administrative (non-Dental Professional) position occupied by an individual licensed in any of the disciplines identified in Section 1.2.23 is not subject to the 96% Fill Rate.

3.6.1.3 If a Dental Professional vacancy exists for more than 30 days and the Contractor fails to engage Per Diem personnel (individuals with appropriate professional credentials provided by a temporary staffing firm for a single or multiple shifts), the DPSCS Contract Manager may engage Per Diem personnel and charge back the Contractor for such cost(s) until such time that the position is filled. As outlined in § 3.10.3.1, 40 hours of security training for non-permanent employees of the Contractor or subcontractor(s) is not required. However, as per §3.10.5, any such Per Diem personnel must have at least 30 minutes of Orientation Training when reporting for an On-site assignment, unless, he/she has previously had such instruction.



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- 3.6.2 The Contractor shall provide professional management services to support the Inmate dental health care program under the guidance of the DPSCS Contract Manager.
- 3.6.3 In addition to a staffing plan, the Contractor shall provide an organization chart. The Final organization chart submitted in response to RFP § 4.4.2 Tab D #6 F shall be formalized as the Contractor's initial organization chart. The management structure indicated on the organization chart shall constitute a critical component of the staffing pattern for which the Contractor is obligated. (See Attachment N for suggested, but not mandatory, Staffing).
- 3.6.3.1 The Contractor shall have a Statewide Dental Director, which shall be separate and distinct from the Contractor's Contract Manager (See 1.2.20). The Contractor's Statewide Dental Director (See 1.2.21) must be a Dentist (DDS) licensed in Maryland and will perform under the guidance of the DPSCS CMO and the DPSCS Dental Consultant.
- 3.6.3.2 Consistent with § 3.2.3, clinical management shall be in place to determine dental clinical issues. Administrative management shall not make dental clinical determinations. Dental clinical determinations shall be made by the dental clinical management Staff in consultation with and support of the Contractor's Statewide Dental Director. The Contractor shall provide strategic operational planning as well as dental clinical and administrative consultation at the Department's request. (See § 3.2.7).
- 3.6.3.3 There shall be policies that clearly communicate the responsibility, accountability, and consequences of Staff's failure to perform tasks related to specified duties. (See § 3.15)
- 3.6.4 The Contractor shall utilize the scheduling component of the Biometric Time Keeping System (Time System) being supplied by the Medical Contractor, currently Kronos, to generate employee schedules online to communicate staffing schedules, in the form and format as required by the Department Contract Manager, to Contractor Staff and State employees (i.e., allows for ACOMs to enter in schedule change approvals, DPSCS Internal Auditors to access information, etc.). The Contractor shall configure its portion of the Time System to automatically generate a Monthly Facility Staffing Schedule (MFSS) for every facility, for every month, 10 days prior to the start of the next service month, or the closest workday thereto. Appropriate State personnel shall be afforded searchable, secure (password protected) read-only access to all data by internet or LAN connection. However, ACOMs shall be able to directly make entries into the system for approval or disapproval of schedule changes.
- 3.6.5 Although it is recognized by DPSCS that the recruitment and retention of qualified staff helps the Contractor fulfill its obligations under the Contract, DPSCS and Inmates also benefit from the stability of the Contractor's workforce, **including subcontractor Staff**. Accordingly, the Contractor should take all reasonable actions to minimize both the number and duration of Staff vacancies. To this end the Contractor should try to hold annual Staff turnover, **including subcontractor Staff**, to less than 10% (See § 4.4.2 Tab D, #8[A]).



3.6.5.1 Among the important means to achieve a stable workforce is the payment of adequate salaries and wages, along with attractive employee benefits. To help assure the adequacy of wages, salaries and benefits, in § 4.4.2 Tab D, #6[E] and § 4.4.2 Tab D, #8, Offerors are to identify **Minimum** and **Average** Staff payment rates (wages and salaries) and other means of recruiting and retaining Staff (See 1.2.76), **including subcontractor Staff**, which shall include the benefits available to its personnel. The *Minimum* and *Average* payment rates and benefits listed in response to § 4.4.2 Tab D, #6[E] and § 4.4.2 Tab D, #8 will be among the factors evaluated among Offerors to help determine the Offeror selected for Contract award. However, in no instance may the minimum payment rate to Staff be less than permitted under the State's Living Wage law as described in § 1.29 and Attachment K.

3.6.5.2 No more than 30 days after the Go Live Date (See § 1.4.3) the Contractor shall submit an affidavit to the DPSCS Contract Manager certifying that:

3.6.5.2.1 The benefits available to and wages and salaries being paid to all Staff, **including subcontractor Staff**, are at least the benefits and **Minimum** level of the payment rates per position contained in its response to § 4.4.2 Tab D, #6[E] and § 4.4.2 Tab D, #8. In addition, also no more than 30 days after the Go Live Date, the Contractor shall submit to the DPSCS Contract Manager signed statements from no less than 10% of Staff in each different type of employed position (e.g. Dentist, Dental Assistant and Dental Hygienist), **including subcontractor Staff**, that the Staff are receiving at least the benefits and Minimum payment rate for his/her position as was contained in the Contractor's response to § 4.4.2 Tab D, #6[E] and § 4.4.2 Tab D, #8. In instances when there are fewer than ten Staff occupying a given position, a signed statement shall be submitted for at least one person occupying that position.

3.6.5.2.1.1 These signed statements shall identify the:

- Name of the person making the statement;
- Position title occupied by this person;
- Person's assigned work location;
- The person's employer (the Contractor or a subcontractor)
- Minimum Payment Rate for the position as per the response to § 4.4.2 Tab D, #6[E] and § 4.4.2 Tab D, #8;
- Benefits received;
- Signature of the person; And
- Date of the signature, which cannot be earlier than the Go Live Date, nor later than 30 days after the Go Live Date.

3.6.5.2.1.2 No more than 30 days after the start of the 2nd, 3rd, 4th and 5th Contract Periods the same affidavit for all Staff and certifications of at least 10% of Staff as described in § 3.6.5.2.1 shall be submitted to the DPSCS Contract Manager. Each Contract Period the submitted Staff certifications shall be from different persons than have been submitted previously, unless there are too few persons occupying a given position for this to occur, in which case the certification may be submitted from a person who has previously submitted one.



3.6.5.2.1.3 If it is determined that any Staff, whether employed directly by the Contractor or by a subcontractor, are receiving less than the *Minimum* payment rate and/or benefits contained in the Contractor's response to § 4.4.2 Tab D, #6[E] and § 4.4.2 Tab D, #8, the Contractor must promptly adjust, or have the involved subcontractor promptly adjust, the payment rate and/or benefits for such Staff to the *Minimum* rate and/or benefits contained in the Contractor's response to § 4.4.2 Tab D, #6[E] and § 4.4.2 Tab D, #8, and make restitution to each such Staff for the difference between the person's actual payment rate and/or benefits and the *Minimum* rate and/or benefits contained in the Contractor's response to § 4.4.2 Tab D, #6[E] and § 4.4.2 Tab D, #8, plus 5% of this difference as a liquidated damage. (See Attachment P, item 3)

3.6.5.2.2 The wages and salaries being paid to all Staff, **including subcontractor Staff**, are at least the *Average* level of the payment rates per position contained in its response to § 4.4.2 Tab D, #6[E] and § 4.4.2 Tab D, #8.

3.6.5.2.2.1 To evidence the Average wage/salary paid per position the Contractor shall submit a list of each Staff working under the Contract, **including subcontractor Staff**, each person's personnel category (position), the number of hours each is projected to work annually and the wage/salary for each. The Contractor shall then use this information to calculate the per position *Average* wage/salary, showing such calculation in sufficient detail that its accuracy can be confirmed.

3.6.5.2.2.2 No more than 30 days after the start of the 2nd, 3rd, 4th and 5th Contract Periods the same affidavit for all Staff as described in § 3.6.5.2.2.1 shall be submitted to the DPSCS Contract Manager.

3.6.5.2.2.3 The Department may audit the Contractor's and subcontractors' actual payment records directly or via an audit contractor no later than 30 days after each Contract Period to verify the *Average* wage/salary rate per personnel category for that Contract Period. The Contractor must fully cooperate with any such audit by making all required payroll records available either physically at an office in central Maryland, or electronically. The Department will deduct \$5,000 from payments due the Contractor to offset the cost of such audit per Contract Period.

3.6.5.2.2.3.1 If it is determined for any personnel category working under the Contract that the Contractor, directly or through its subcontractors, cumulatively paid less than 90% of the *Average* wage/salary for that personnel category in the Contractor's response to § 4.4.2 Tab D, #6[E] and § 4.4.2 Tab D, #8, the Contractor will be assessed a liquidated damage of 10% of the difference between the *Average* wage/salary calculated by the Department or its contracted auditor and the Contractor's response to § 4.4.2 Tab D,



#6[E] and § 4.4.2 Tab D, #8 as a liquidated damage. (See Attachment P, item 4)

3.6.5.2.2.3.2 If the Contractor is unable, or declines to make all required payroll records readily available for audit by the Department or its audit contractor such that the audit cannot reliably be conducted, the Department will deduct \$20,000 as a liquidated damage in lieu of the liquidated damage described in 3.6.5.2.2.3.1. (See Attachment P, Item 5). This \$20,000 liquidated damage will also be in lieu of the \$5,000 deduction described in §3.6.5.2.2.3.

3.7 Contractor Hiring Process and Retention

- 3.7.1 The DPSCS Contract Manager and the DPSCS CMO, (hereinafter collectively referred to as DPSCS Manager/Director) and the DPSCS Dental Consultant, shall be provided the opportunity to review the credentials and meet with the Contractor's designated Contract Manager, and candidates for all statewide and, if the Contractor proposes to use such positions, regional managers, prior to the completion of the hiring process.
- 3.7.2 The Contractor may **not** hire the Statewide Dental Director and, if the Contractor proposes to use such positions, regional Dentists without the prior approval of the DPSCS CMO.
- 3.7.3 The Department reserves the right to exclude Staff from the institution and to consider the absence a failure to provide Staff in accordance with the core staffing schedule and/or the staffing proposed by the Contractor if it is determined that an individual's performance is less than what is considered to be necessary to meet the job requirements and position description for that job, regardless of Staff level or length of service.
- 3.7.3.1 In the event the Contractor is directed by the DPSCS Manager/Director (See § 3.7.1) to replace Staff originally hired as a Key Personnel (See § 1.2.44) under the Contract, the Contractor may request approval from the appropriate DPSCS Manager/Director to keep that Staff person employed under the Contract, but placed in a lower level position. The DPSCS Manager/Director will provide approval/disapproval of said request within 5 days.
- 3.7.4 The Contractor will provide a regular monthly report to the Department Contract Manager of all vacancies, recruitment efforts, and proposed new hires by position and vacancy/start date, as applicable. Additionally, the Contractor shall submit any and all materials requested by the DPSCS Manager/Director and/or ACOM for review when making qualification decisions, including a signed application for employment.

3.8 Contractor Staff Credentials



- 3.8.1 The Contractor and any subcontractor shall employ only those persons who maintain the proper training, licenses, certificates, cooperative agreements and registrations required by the various Health Occupations Boards relating to the performance discipline contained in the Code of Maryland Regulations and the Health Occupations Article of the Maryland Annotated Code to provide those services in Maryland.
- 3.8.2 The Contractor shall use a web-based document management solution (see Sections 3.10.1.1.2, 3.36.1 and 4.4.2 Tab F) that provides storage, retrieval, reporting and auditing capabilities for all of the Contractor's staff credentials and in the form and format as required by the Department Contract Manager and with searchable, secure (password protected) read-only access by internet or LAN connection by ACOMs and other appropriate Department personnel. At a minimum, the document management system shall:
- (1) Maintain current policies and procedures that define the credentialing;
 - (2) Maintain all credentialing related documents electronically and submit these via email or facsimile to the Department as directed;
 - (3) Provide all federal, state and local licenses, certificates, registrations, cooperative agreements and specialty board certifications or notices of eligibility for certification, that are legally required for an employee or subcontractor:
 - (a) Prior to the performance of any services under the Contract, and
 - (b) Within one month after the renewal date of the credential.
- 3.8.3 The Contractor shall assemble, if applicable, by licensure requirements and have accessible On-site and available for review by the Department Dental Consultant and ACOMs, credentialing information that includes, at a minimum, for the Dental Professionals identified in Section 1.2.23:
- (1) Signed application and required background check (criminal history check);
 - (2) Verification of education, training, and work history;
 - (3) Verified professional references;
 - (4) Malpractice claims history (if applicable);
 - (5) Current license to practice (if applicable);
 - (6) Board or specialty certification (if applicable);
 - (7) DEA and Controlled Dangerous Substances certificate(s) (if applicable);
 - (8) Evidence of review of health status and present illicit drug non-use; and,
 - (9) CPR/AED certification which may include electronic certification.

3.9 Contractor Staff Screening Process

- 3.9.1 The Department will conduct a criminal history check on all prospective On-site employees of the Contractor and subcontractors. To facilitate this process, the Contractor shall obtain and retain documentation regarding the employment screening of all potential employees, including those of subcontractors. For each prospective employee, the Contractor shall provide the information noted below to the Warden or designee of the facility at which the employee is expected to be assigned. The Contractor shall obtain where applicable by licensure or Departmental requirement, at a minimum:



- (1) The employee's social security number, date of birth, fingerprints and any other data which the Department requires to conduct a criminal history check.
- (2) All medical information required for employees that meet minimal standards of health such as (tuberculosis) TB and Hepatitis B screening.
- (3) Any screening deemed necessary to assure safety and for the prevention of disease or for cause that relates to drug and alcohol tests in accordance with DPSCS policies.

3.10 Staff Orientation and Training

3.10.1 The Contractor shall:

- 3.10.1.1 Within no more than thirty (30) days after Contract Commencement, develop and maintain a present/past Contractor and subcontractors' employee(s) training database made accessible via secure (password protected) internet or LAN connection with searchable, read-only access. The Department's preference for this training database is NetDocuments™ as described in Section 4.4.2 Tab G .The Contractor must obtain written permission from the DPSCS Contract Manager to use other than NetDocuments™.

Access to this training database shall be given to the DPSCS Contract Manager, CMO and ACOMs, internal and external auditors, and other Department personnel designated by the DPSCS Contract Manager. The contents of this database are to include the following:

3.10.1.1.1 Logs of Staff attendance at Contractor orientation, training and refresher training sessions.

3.10.1.1.2 Logs of Staff credentialing/license renewals.

3.10.1.1.3 In-Service Training Schedules

- 3.10.1.1.3.1 For any in-service training that does not exclusively apply to dental services, the Contractor shall reserve 10% of the training spaces for personnel of the Other Healthcare Contractors (See 3.10.1.5). The Contractor shall enter all in-service training information for both its Staff and Staff of Other Healthcare Contractors into the Contractor's In-Service Training database.

3.10.1.1.4 Date of peer review completion.

- 3.10.1.2 Develop and maintain a comprehensive competency based orientation plan/program for new Staff. The orientation program shall include a review of Departmental Policies and Procedures (P & P) and how to access Department P & P manuals, EHR training (See §3.35),



HIPAA and Confidentiality training, CPR training, basics of working in a prison setting and a review of the limits of the scope of responsibility, which at a minimum will include the topics listed in Sections 3.10.1.2.3.

3.10.1.2.1 The complete plan and schedule shall be provided to the DPSCS Contract Manager by the “Go Live Date – (See § 1.4.3 and 1.2.38), and it shall be updated no less than annually. The plan shall provide competency check lists evidencing successful completion of competency training, which shall be accessible in the credentialing files of all licensed personnel and of all personnel working under the license of professional personnel. (See §§ 3.8.2 and 3.10.1.1)

3.10.1.2.2 Logs of attendance shall be maintained for these programs and be available to the DPSCS Manager/Director (See 3.7.1), or the ACOM for review.

3.10.1.2.3 At a minimum within 30 day of new hire and within 30 days before or after the anniversary date of the initial training, refresher competency training shall be held in each of the following areas:

- (1). Correctional dental practice
- (2). Terms of this RFP, and interrelationships with Department non-Custody and Custody staff, and the staff of Other Healthcare Contractors
- (3). Working with the Inmate population, boundaries, and potential manipulation
- (4). Working with individuals with serious mental illness
- (5). Suicide prevention
- (6). OIHS Policy and Procedure Manuals
- (7). Department Directives
- (8). Contractor Policies & Procedures
- (9). Prescribing practices
- (10). Best practices in provision of dental care
- (11). Scope of practice
- (12). At DPDS, obligations under the DOJ Memorandum of Understanding and the Partial Settlement of Duvall v O’Malley (See Attachment H)
- (13). EHR training as outlined in Section 3.35 of this RFP
- (14). Prison Rape Elimination Act (PREA)
- (15). HIPPA compliance and confidentiality
- (16). Emergency Medication

3.10.1.3 Develop and implement orientation training for its Staff covering subjects related to this RFP. Training shall be in compliance and consistent with MCCS, NCCHC and ACA standards, and the applicable practice requirements of any regulatory body with jurisdiction over the provision of these health care services.

3.10.1.4 Implement refresher training on any revisions to directives, manuals, policies, protocols, and procedures and institute a program of annual refresher training. Logs of attendance shall be



available for the DPSCS Contract Manager to review within thirty (30) days of the event occurrence. (See 3.10.1.1)

3.10.1.4.1 No later than thirty (30) days after having been informed by the DPSCS Manager/Director (See 3.7.1) of any new Department directives, manuals, policies, protocols, and/or procedures, or within thirty (30) days of adopting modifications to its own policies, procedures, etc., the Contractor shall implement training on the issue for those Staff that may be required to apply the processes and those supervisors that may enforce the processes.

3.10.1.5 Permit Department Staff and Other Healthcare Contractors' Staff to attend its non-Contractor specific or non-confidential Orientation and In-Service training that does not exclusively deal with dental services as space allows.

3.10.1.6 Ensure that trainers possess the credentials, licenses and/or certificates required by law and regulation to provide the training services as mandated by law and regulation and as required to provide continuing professional orientation.

3.10.1.7 Populate the database (See § 3.10.1.1) and maintain On-site for each of its employees and those of its On-site sub-contractors, documentation that those persons have received the Orientation and in-service training required by the RFP.

3.10.2 To attend in-service training in lieu of working their normal hours, the following process shall apply:

(a) The Contractor's Staff must submit a written request to the DPSCS Contract Manager/Director (See 3.7.1).

(b) The written request shall include:

- The title or subject, date, time and approximate duration of the training;
- The position(s) covered by the authorization;
- The amount of time authorized for the training, including reasonable travel time if the training is less than 8 hours; and
- A plan for service delivery that addresses, to the satisfaction of the DPSCS Manager/Director (see 3.7.1) (See (c), below), how services will continue to be provided during the absence of the personnel attending the training.

(c) Submit the request to the Department's Manager/Director (See Section 3.7.1) at least thirty (30) days in advance of the proposed training date. However, special requests submitted with less than thirty (30) days advance notice will be considered for approval.

As appropriate, the DPSCS Manager/Director (See 3.7.1) may approve the substitution of training for work duties in writing prior to finalizing scheduling arrangements. No authorization will be granted until the Department is assured that all posts will be staffed or covered in a manner that will not interrupt services.



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- 3.10.3 Within any individual Service Delivery Area or institution to meet the standards of any certification, including but not limited to ACA, maintained in that SDA or institution, the Contractor shall require all Staff, including On-site subcontractor Staff, to participate in mandatory Department:
- 3.10.3.1 Security orientation and training for up to forty (40) hours within no more than forty (40) days after Contract Commencement for Permanent Employees of the Contractor or subcontractor(s).
- On average there are 8–10 slots for training per month; however, if a need arises for an expedited clearance, DPSCS will facilitate the training. If the Contractor has personnel recruited and ready for training, but DPSCS has no training slots available, liquidated damages as described in Attachment P, Item #2 will not be assessed as permitted by § 1.33.3 because the failure to staff a position is not caused by the Contractor.
- 3.10.3.1.1 Existing staff of the current contractor that will continue employment with the Contractor do not need to repeat the security orientation and training if there is documentation of the person's previous attendance at this training.
- 3.10.3.1.1.1 For any individual re-hired by the Contractor as a Permanent Employee (See §1.2.62) after a greater than 40 day break in service, the individual may not enter a Department facility and perform any Contract related duty until the individual has retaken the required security orientation and training.
- 3.10.3.1.2 For any individual hired by the Contractor as a Permanent Employee, re-assigned from a Contractor location other than one that is part of the Department, etc., more than 40 days after Contract Commencement, including after the full delivery of Dental Care Services commences as of the Go-Live Date (See §1.4.3), the individual may not enter a Department facility and perform any Contract related duty until the individual has attended the required security orientation and training.
- 3.10.3.2 Refresher training each year within 30 days before or after the anniversary date of the initial training.
- 3.10.4 As part of the EHR training of Contractor Staff (and subcontractor Staff) who deliver Inmate dental services or have access to the EHR, provide documentation of the completion of HIPAA compliance training to the Department Contract Manager upon request, within 5 working days. (See §§3.10.1.1, 3.10.1.2 and 3.10.1.7)
- 3.10.5 Before being permitted to work at any Department facility, any Non- Permanent Employee (see 1.2.72) that has not previously received any formal orientation instruction must have a minimum of 30 minutes of basic orientation, which consists of security (e.g., emergency plans, Inmate movement, basic rules of the Institution) time keeping, etc. requirements. Any



facility specific regulations may also be provided by the Institution's Administration as applicable. This requirement specifically applies to any Staff that is a Non-Permanent Employee (See §1.2.62), including Per Diem personnel (See §3.6.1.3), personnel that are employed by the Contractor or a subcontractor, or an individual that acts as a subcontractor, consultant or specialist which have not previously worked On-site, that the Contractor seeks to use to maintain required staffing levels due to Staff absences or vacancies, or for any other On-site purpose.

3.10.5.1 The basic orientation training described in §3.10.5 must be taken by Non-Permanent Employees within the first hour of commencement of work activity. Documentation that Non-Permanent Employees have received such training shall be recorded within 5 days of attendance in the database described in §3.10.1.1.

3.10.5.2 Any Non-Permanent Employee who has not entered a Department facility for more than 40 days, must repeat the required basic orientation training. In addition, a Non-Permanent Employee entering a facility where he/she has not worked in the past 40 days, will be required to be oriented on the specific regulations of that facility, if any.

3.10.5.3 No less than 20 days prior to the Go Live Date, the Contractor must provide a finalized version of this Non-Permanent Employee basic orientation training to the DPSCS Manager/Director for review and approval and will make any required revisions.

3.11 Contractor Staff Time Reporting

3.11.1 The Contractor shall utilize the Biometric Time Keeping System (System) being supplied by the Medical Contractor (currently Kronos) to keep track of the time worked of all On-site personnel. This System will be used to generate various staffing and cost reports, including a report that, for each month, provides hours provided versus hours required (the Fill Rate) for every Dental Professional position, by SDA, by the last day of the following month. Via this System, the Contractor shall record any changes made to Staff schedules or any changes made to employees' time and attendance records to determine abnormal behavior or potential liability issues. Department Managers/Directors (See 3.7.1), ACOMs, the OIHS' Chief Financial Officer, internal and external auditors and other Department personnel as directed by the DPSCS Contract Manager shall have searchable read-only access to the database via secure (password protected) internet or LAN connection (See §3.11.3)

3.11.2 The Contractor shall make available all Staff for training on utilizing the Biometric time keeping system.

3.11.3 The DPSCS Manager/Director (See 3.7.1) and Office of Inmate Health Services' Chief Financial Officer shall:



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- 3.11.3.1 Be granted unencumbered secure (password protected) read-only access to the Contractor's portion of the Medical Contractor's electronic timekeeping System for verification purposes; *and*
- 3.11.3.2 Have the capability to conduct extensive searches on specific individuals listed within the System.
- 3.11.4 The System shall be used to generate monthly reports to be sorted by SDA and profession to obtain the hours required versus the hours provided (the Fill Rate).
- 3.11.5 All Contractor Staff shall sign in and sign out on forms provided by the Department whenever such Staff enters or leaves an On-site work site. This sign in and sign out procedure is for the site security purposes and shall not be used to verify hours of work performed.

3.12 Contractor Staff Institutional Access/Security

- 3.12.1 The Department CMO, the Department Contract Manager and ACOMs, Wardens or Warden designees may, for just cause, at his/her sole discretion, remove from or refuse admittance to any Department facility any Staff person providing services under this Contract without incurring penalty or cost for exercising this right. The Contractor shall be responsible for assuring that all services are delivered for which the Staff person so removed or denied access was responsible.
- 3.12.2 The Contractor shall abide with Departmental processes for obtaining security clearance for access for each of its Staff.
- 3.12.3 The Contractor's Staff shall know and follow all of the security regulations of the Department and the facilities within each SDA.
- Violation of the security regulations by the Contractor or any of its subcontractors is sufficient cause of:
1. Replacement of employee(s) from working under this Contract,
 2. Replacement of a sub-contractor from working under this Contract and,
 3. Under egregious circumstances, replacement of the Contractor.

3.13 Contractor Staff Disciplinary Actions

- 3.13.1 The Contractor is responsible for the actions and/or inactions of all its Staff providing services under this Contract, including Staff of sub-contractors.



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- 3.13.2 The Contractor shall simultaneously inform the DPSCS Contract Manager and DPSCS CMO of all disciplinary actions, within 24 hours of the action, including counseling and legal action, taken against any member of the Contractor's Staff who provides any services required under this Contract, including Staff of sub-contractors.

In this context, Staff specifically includes non-Dental Professional Staff. The Contractor shall provide any documentation of the incident requested by the Department Manager/Director (See §3.7.1)

3.14 Contractor Use of Telephones and Utilities and Minimizing Waste

- 3.14.1 The Department will provide the Contractor's On-site Staff, as necessary, with such On-site telephone services, utilities service and office space as provided to Department employees.

The Contractor shall provide its Key Personnel with back up cell phones available to use in the event Department phones are not active.

- 3.14.2 The Contractor shall be responsible for the cost of any long distance telephone calls, including those to its own offices. The Contractor shall also encourage its On-site Staff to conserve utilities, and minimize non-biological waste by conserving and recycling.

- 3.14.3 The Contractor shall have its Staff keep a log of all long distance calls made from Department phones and provide it to the Department Contract Manager monthly (See § 3.20.1). The log shall list the date, time, phone number, name of the party called and name of the person making the call. The Department will determine the cost of such calls and, at the option of the Department Contract Manager, either submit a bill to the Contractor for payment, or deduct the cost of long distance phone service from payments made to the Contractor, via an itemized offset against an invoice.

3.15 Contractor Policies and Procedures

- 3.15.1 The Department must approve the policies and procedures of the Contractor pertaining to the delivery of services under the Contract prior to implementation.

- 3.15.1.1 Draft Policies and Procedures manuals that are fully consistent with Department policies and procedures shall be submitted to the DPSCS Director/Managers electronically no less than thirty-five (35) days after Contract Commencement. The DPSCS Director/Manager shall have up to fifteen (15) days to review the manuals and provide comments. The Contractor shall notify the DPSCS Director/Manager, within ten (10) days of receipt of the comments, that the Final Policies and Procedures manuals with the agreed upon corrections are electronically available.



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- 3.15.2 The Contractor shall implement the use of a web-based Document Management System (DM System) that provides storage, retrieval, reporting and auditing capabilities for all of the Contractor's policies and procedures. This DM System shall be as described in the Contractor's Technical Proposal in response to §4.4.2, TAB H. However, as described in § 4.4.2, TAB H, the Contractor may be required to propose to use NetDocuments™ as its DM System. In the event the Department initially accepts a DM System other than NetDocuments™ based on the Offeror's Technical Proposal in response to §4.4.2, TAB H and then later decides that the proposed system does not fit the Department's needs, the Offeror shall implement the use of NetDocuments™. In addition to using its DM System, the Contractor shall also be responsible for posting its policies and procedures on a Department designated internal shared file server (S-drive).
- 3.15.2.1 The approved DM System shall be implemented within forty-five (45) days after Contract Commencement.
- 3.15.2.2 The Department Manager/Director (See §3.7.1) and ACOMs or DPSCS designee shall have secure (password protected) read-only access to the Contractor's non-proprietary, web-based policies and procedures DM System via internet or LAN connection. The Department Manager/Director (See. §3.7.1), must approve, in writing, that a given policy or procedure of the Contractor may be deemed as proprietary. The Contractor shall give access to its non-proprietary policies and procedures to Other Healthcare Contractors.
- 3.15.3 The Contractor shall ensure that its staff abides by all approved Policy and Procedure Manuals. If there is any conflict between the Contractor's policies and those of the Department, the Department's Policy and Procedure Manuals shall prevail.
- 3.15.4 Policies and procedures shall take into account any restrictions or requirements placed on licensure by the respective licensing boards. The Contractor's policies and procedures shall meet ACA, NCCHC, and MCCS standards and applicable Maryland statutes, regulations, policies and guidelines.
- 3.15.5 Policies and procedures shall be reviewed and updated.
- 3.15.5.1 The policy/procedure review and updates shall occur at least once in every twelve (12) month period from the "Go Live Date" (See §1.4.3 and §1.2.38). The policy/procedure review shall occur by the anniversary date of the actual delivery of paid healthcare services to Inmates (within one year from the "Go Live Date" (See §1.4.3 and §1.2.38)).
- 3.15.5.2 A statement signed by the Contractor's Contract Manager confirming that such a review has been conducted, along with any revisions, shall be submitted to the Department's Contract Manager and CMO by the scheduled review date. The statement shall specifically note what changes have been made and where the changes may be found in the document.
- 3.15.6 Policies and Procedures shall include, but are not limited to, direction regarding the following:



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- (1) Administrative Matters
 - (2) Dental Health Care Delivery, including fillings and extractions and oral surgery as necessary
 - (3) Cleanings and Examinations, including hard and soft tissue
 - (4) Cancer Screening
 - (5) Oral Hygiene Education and dental health education, generally
 - (6) Specialist Care, including specialists for periodontics and maxillofacial surgery
 - (7) Preventive Dentistry
 - (8) Medical Records
 - (9) Dental Prosthetics
 - (10) Sick Call
 - (11) Infectious disease
 - (12) Continuous Quality Improvement
 - (13) Emergency Dental Care
 - (14) Emergency Management Plans
 - (15) Equipment and Supply Inventory Control
 - (16) Equipment Inspection and Repair Plans
 - (17) Risk Management
 - (18) Dental Radiology
 - (19) Personnel Policies and Procedures
 - (20) Pharmaceuticals
 - (21) Utilization Management and Peer Review
 - (22) ARP and Grievance Process

3.15.6.1 The Contractor's Policies and Procedures must be consistent with Department Policies and Procedures. Current Department Policies and Procedures may be found at the following website:

<http://www.dpscs.state.md.us/publicservs/procurement/ihs/>.

3.15.7 Disputes about conflicts between Department and Contractor policies and procedures will be considered by the DPSCS Manager/Director (See § 3.7.1). However, the DPSCS Manager/Director's decision on any matters of policy and/or procedure shall be considered final.

3.15.8 No later than thirty (30) days after having been informed by the DPSCS Manager/Director (See § 3.7.1) of any new Department directives, manuals, policies, protocols, and/or procedures the Contractor shall make any necessary changes to its policies and procedures so that they are consistent with the changes made by the Department. Training on the changes to its policies and procedures shall occur as described in §3.10.1.4.1.

3.16 Submission of Inmate Health Care Acknowledgments and Delivery Plans, Procedures and Protocols for Finalization



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- 3.16.1 The services provided in programs developed under this RFP shall be delivered in a manner that demonstrates understanding and respect for the diversity of the populations being served. Cultural Competence is the ongoing practice of integrating knowledge, information and data from and about individuals, families, communities and groups to improve the quality and acceptability of dental care. In addition to cultural considerations such as primary language, ethnicity, age, gender identity, sexual orientation and spiritual practices, Dental Professionals need to consider the cultural health, values and practices of the people receiving dental services in a correctional setting.
- 3.16.2 As of the Go Live Date (See § 1.4.3 and §1.2.38) the Contractor shall be responsible for implementing Comprehensive Dental Services (See §1.2.14) as described in the RFP and the Contractor's Technical Proposal.
- 3.16.2.1 Any aspects of the Contractor's Technical Proposal related to the delivery of Inmate dental health care that were provided in draft, summarized, or incomplete, illustrative form shall be completed, detailed and finalized and submitted to the DPSCS Contract Manager within ninety (90) days after the Go Live Date, unless a different submission timeframe and/or instruction is provided elsewhere in the RFP. The DPSCS Contract Manager shall have up to thirty (30) days to review the Submissions and provide comments. Submission revisions incorporating the DPSCS Contract Manager's comments are due to the DPSCS Contract Manager within ten (10) days of receipt of the comments.
- 3.16.3 The Contractor's Submission shall include an acknowledgement (See §4.4.2 Tab D,1) of the obligation and description of the Contractor's ability to adhere to and maintain compliance, throughout the entire term of the Contract, with the following:
- (1). All Consent Decrees and Memoranda of Agreement in force and effect, including but not limited to the Memorandum of Agreement between the Department and the Department of Justice with respect to DPDS and the partial settlement pending litigation in the Federal District Court for the District of Maryland in the case of DuVal v O'Malley; the Contractor must follow all processes and standard forms as required by any agreement or consent decree entered into by the Department. Currently, the American Civil Liberties Union (ACLU) requirements and associated form as related to disabilities and documentation must be used. (See also §3.2.11)
 - (2). Applicable Federal and State laws and regulations, including but not limited to those relating to the control of pharmaceuticals and those defining certification or licensing requirements and scope of occupational practice;
 - (3). Standards promulgated by the Maryland Commission on Correctional Standards;
 - (4). Departmental protocols and directives, including but not limited to procedural manuals of the Office of Inmate Health Services (OIHS), and directives, regulations, and Post Orders of DPSCS or any of the Custody agencies relating to



security and employee conduct, as currently existing and as modified throughout the term of the contract;

- (5). Health care standards of the National Commission on Correctional Health Care (NCCHC), regardless of whether the institution is accredited; and
- (6). Health care standards of the American Correctional Association (ACA), regardless of whether the institution is accredited.

3.16.4 The Contractor shall obtain and retain all Federal and State licenses and certificates necessary to legally provide the dental services contracted for in the name of the Department, and to provide copies as directed by the Department CMO. The Contractor shall be responsible for the payment of any fees associated with licenses and/or certificates required by the licensing board or bureau and necessary for the Department's programs to be maintained within the required timeframe, and to report all matters regarding licensure promptly to the Department CMO.

3.17 Emergency Response

- 3.17.1 The Contractor shall be responsible for emergency dental services, including responding to a dental emergency through "On call" procedures as directed in section 3.18 of this RFP.
- 3.17.2 Any Inmate who is referred by the Medical Contractor's Staff to a Dental Professional with an Emergent (See §1.2.36) need shall be seen Immediately or Urgent (See §1.2.81) condition shall be seen within 24 hours.
- 3.17.3 All emergencies shall be reported as required in Section 3.20.1.

3.18 Delivery of Dental Services –Dental On Call Coverage

- 3.18.1 The Contractor shall designate an On-call Dentist to deliver On-call coverage whenever a Dentist is not present at an institution. The designated On-call Dentist shall be on call 24 hours per day, seven days per week.
 - 3.18.1.1 The On-call Dentist shall respond by telephone to institution-based calls within fifteen minutes of the telephone call for service and shall provide direction to the caller.
 - 3.18.1.2 If requested to do so or the situation warrants direct Assessment, the On-call Dentist shall report to the institution within one hour after notification. If there is disagreement regarding the need for a face-to-face evaluation, it shall be resolved first by the Contractor's Statewide



Dental Director or a regional Dentist if used. If not resolved, the need for a face-to-face evaluation shall be determined by the Department CMO.

- 3.18.2 Any call to an On-call Dentist shall be documented in the Inmate's EHR. The Dentist shall document all Emergent or Urgent On-call dental services. The documentor shall take precaution in how this conversation is documented to avoid risk management issues; i.e. documentor shall state facts and offer no opinions regarding response. On-call Dentists shall document all encounters, including On-site, remote and after hours consultations in the EHR within 12 hours. If that 12-hour timeframe falls on other than a Business Day the encountered documentation must occur by the close of the next Business Day.
- 3.18.3 The Contractor shall maintain an updated On-call Dentist list to be shared with Other Healthcare Contractors. This list shall identify the On-call Dentist by name, and include the Dentist's contact phone number(s), and, if applicable, text/email address.
- 3.18.3.1 It is recommended that in addition to the On-call Dentist, that a back-up or secondary On-call Dentist also be identified, with the same contact information as above, in case some unforeseen circumstance precludes the primary On-call Dentist from responding within the timeframe contained in § 3.18.2.

3.19 Work Initiation Conference / Contract Kick-Off Meetings

- 3.19.1 Within three (3) Business Days after Contract Commencement, the Contractor shall attend a Work Initiation Conference with the DPSCS Contract Manager at the Reisterstown Road Office Complex to provide a brief overview of the Contractor's Contract implementation actions and status. At a minimum, the Contractor's Contract Manager and Contractor's Statewide Dental Director shall be required to attend. At the sole discretion of the DPSCS Contract Manager, there may be additional follow-up teleconferences up to the Go Live Date (See §1.4.3). The Contractor shall not bill or receive reimbursement for attending or participating in any Work Initiation Conference. This meeting is listed in Attachment X as Start Up Meetings.
- 3.19.2 The Contractor shall also be required to attend up to three Contract Kick-off Meetings, one in the Eastern Shore, one in Western Maryland, and one in Central Maryland, during which invited DPSCS representatives participate in a forum consisting of an introduction of the Contractor and explanation of the new Contract specifications and provisions. At a minimum, the Contractor's Contract Manager and Statewide Dental Director must attend each such meeting. A video conference or webinar may substitute for "in-person" attendance of the Contractor at the discretion of the Department.

Preferably these Contract Kick-off Meetings will be held between 40 and 50 days after Contract Commencement (See § 1.4.1). The specific time, date and location for each Kick-off meeting will be determined by the DPSCS Contract Manager in cooperation with the Contractor. At least ten (10) days notice of each "Kick-Off" meeting will be provided to the Contractor. These meetings are listed in Attachment X as Initial Kick-Off Meetings.



3.20 Reports, Meeting Agendas and Minutes

3.20.1 Report Submission Timeframes

If not otherwise specifically address in this RFP:

Monthly reports shall be submitted by the 10th of the following month. Quarterly reports shall be submitted by the 10th of the month following the end date for the quarter. For either monthly or quarterly reports, if the 10th is not a Business Day, the report shall be submitted on the next available Business Day.

Annual reports shall be submitted by the last day of the month following the end of the year. If the last day is not a Business Day, the report shall be submitted on the next available Business Day.

3.20.2 Meeting Agendas

The Contractor shall be responsible for generating an agenda for all meetings it chairs or conducts regarding dental issues, including but not limited to, committee meetings, statewide multi-Contractor meetings and quarterly statewide CQI meetings.

Proposed meeting agendas shall be submitted to the appropriate DPSCS Manager/Director (See §3.7.1) and all applicable Department Staff at least 10 days prior to each meeting. The Contractor shall make all reasonable efforts to accommodate changes (additions, deletions, substitutions, etc.) requested by Department Staff. (See Attachment X-Reports and Meetings)

3.20.3 Minutes

The Contractor shall be responsible for taking all minutes/notes during any meeting conducted with the DPSCS Manager/Director (See §3.7.1) A written copy of the minutes/notes shall be submitted to the DPSCS Manager/Director (See §3.7.1) within five (5) days of the meeting. The DPSCS Manager/Director (See §3.7.1) shall have up to five (5) days to review the minutes/notes and provide comments. The Final Minutes/Notes of the meeting shall be submitted to the appropriate DPSCS Manager/Director (See §3.7.1) within two (2) Business Days of receipt of the comments. All final approved minutes shall be maintained in an electronic file, with searchable, secure (password protected) read-only access by designated Department personnel to all data.

3.21 Equipment and Supplies

All equipment and supplies purchased under this Contract for the Contractor's On-site use become the property of the State.



3.21.1 Equipment Responsibility

3.21.1.1 IT-related Equipment

3.21.1.1.1 IT-related equipment that is commonly used in an office environment by individuals, such as computers, printers and scanners, loaded with the Department's standardized software provided to State personnel for such equipment are the responsibility of the DPSCS.

3.21.1.1.2 IT-related equipment that is proprietary to, or primarily intended for use with, a Contractor supplied special function activity and/or is not commonly used in an office environment by individuals are the responsibility of the Contractor, as is any software needed to support such functions. Examples of such specialized IT-related equipment that would not be provided by the Department include, but are not limited to, equipment to support digital x-ray capabilities, creation or management of databases, document management, timekeeping and staff scheduling systems.

3.21.1.1.3 The Department Contract Manager shall make the determination as to whether any equipment falls within the provision of §3.21.1.1.1 or §3.21.1.1.2 if there is any doubt concerning whether the Contractor or Department is responsible to provide particular equipment.

3.21.1.2 Non-IT-related Equipment

Other than IT-related equipment as described in §3.21.1.1, the Contractor shall supply all operating equipment, furniture, office supplies, patient supplies, and any other supplies and equipment needed to provide services as necessary, and shall maintain the equipment in proper working order (including recommended preventive maintenance). However, certain equipment and supplies are available for use by the Contractor (See Attachment I). In addition to the scheduled replacement of equipment as described in §3.21.3.1 the DPSCS Contract Manager may direct repair or maintenance of equipment at the Contractor's expense if equipment is found in disrepair or is not properly maintained.

3.21.1.2.1 The current inventory of equipment in place and available is included in Attachment I.

3.21.1.2.2 To the extent the Contractor wishes to augment or not use an available piece of equipment, the Contractor shall supply the desired equipment and maintain its availability. The cost for such equipment shall be absorbed within the price quoted by the Contractor in its Financial Proposal.

3.21.1.2.2.1 Written approval of the DPSCS Contract Manager is required for any equipment the Contractor wishes to purchase if; (a) installation is



required; (b) substantive use of electricity or space is required; or, (c) the equipment is Information Technology (IT)-related.

3.21.1.2.3 The Contractor shall be responsible for the replacement of any equipment, supplies or furniture if such replacement becomes necessary, as directed or approved by the ACOM, or for a single piece of equipment or furniture replacement greater than \$500, the Department Contract Manager. The Contractor will be responsible for the full cost of repair or replacement in the case of misuse, neglect, or loss by the Contractor's employees or subcontractors.

3.21.1.2.4 In the event the Department implements any change in the manner in which dental services are to be delivered necessitating the purchase of additional types or quantities of equipment, upon written approval of the DPSCS Contract Manager, the Contractor may bill the Department for such additional purchases. The Contractor shall submit an actual invoice to the DPSCS Contract Manager as evidence of the actual purchase price of the equipment. No mark-ups shall be allowed beyond the cost of the actual purchase price, including any necessary associated costs, such as delivery, installation, training, etc.

3.21.1.2.4.1 For a single piece of equipment over \$1,000 in cost, or multiple pieces of identical or similar equipment that cumulatively exceed \$1,000 in cost, the procedures described in §3.21.2.3 shall be followed.

3.21.1.2.5 Except as described in §3.21.2, there will be no pass-through costs, reimbursement, or risk sharing with respect to said supplies and equipment under this Contract.

3.21.1.2.6 The Contractor is responsible for equipment for the On-site storage of medications used for dental procedures, such as Novacain.

3.21.2 Except for equipment to install a new dental suite at JCI as per §3.21.6.1, digital x-ray equipment purchased as per §3.21.6.2 and equipment replaced due to misuse, neglect, or loss by the Contractor's employees or subcontractors, the Department will pay 50% of the actual purchase price for any single piece of equipment over \$10,000 in cost, either of outright purchase over a single year, or of lease or lease/purchase over the duration of the lease/purchase, provided such lease or lease/purchase is concluded within the term of the Contract.

3.21.2.1 In determining the applicability of this section: 1. the cost of delivery and installation may be included; 2. the cost of interest or financing must be excluded with reference to the cost to lease or lease/purchase such equipment. For equipment that is leased or lease/purchased the interest or financing costs must be separately itemized so as to easily permit their exclusion from the cost for the equipment itself; 3. the cost of any necessary training on the equipment, warranty, maintenance or licensing costs, or the



cost of supplies shall be excluded from the equipment cost; and 4. pertaining to equipment purchased outright “a single year” shall mean the 12 month period from the time the equipment was first purchased. The DPSCS Contract Manager shall be the sole determiner of equipment value and the DPSCS Contract Manager’s determination is final.

3.21.2.2 No equipment covered by this § 3.21.2 may be purchased or leased without the DPSCS Contract Manager’s written approval. The Contractor shall submit an actual invoice to the DPSCS Contract Manager as evidence of the actual purchase price of the equipment. No mark-ups shall be allowed beyond the cost of the actual purchase price, including any necessary associated costs, such as delivery and installation.

3.21.2.3 The Contractor shall make a concerted effort to obtain at least three (3) bids if the actual or anticipated cost of a single piece of equipment is more than \$10,000, unless it is demonstrated to the satisfaction of the Department Contract Manager, as evidenced by a written statement to that effect, that there are not at least three viable providers of the specific equipment needed. In this circumstance, bids shall be requested from all viable available providers as approved by the Department Contract Manager, including a single provider if the Contractor asserts, and the Department Contract Manager provides a written acceptance of that assertion, that there is only a single provider for a given piece of equipment.

3.21.2.3.1 Subject to the provisions of §3.21.2.3.3 and §3.21.2.3.4, from among all responding bidders the Contractor shall make an award to the lowest bidder, unless justification for selecting a different bidder is provided to and approved in writing by the Department Contract Manager.

3.21.2.3.2 The Contractor shall be reimbursed 50% of the cost of obtaining such equipment in accordance with §3.21.2.1.

3.21.2.3.3 If fewer than three (3) bids are received and the Department Contract Manager determines that a concerted effort was not made to contact and receive responses from a sufficient number of viable providers, and/or if the Department Contract Manager determines that the prices received from the bid are too high or otherwise are unreasonable, the Department Contract Manager may direct the Contractor to repeat or expand its contact efforts and obtain new or additional bids.

3.21.2.3.4 If the Department Contract Manager ultimately determines that despite all appropriate and reasonable efforts that resulting prices are too high or unreasonable, approval to purchase the piece of equipment may be rescinded.

3.21.3 Except as described in §3.21.3.4, the Contractor shall replace any equipment over ten (10) years old and as otherwise noted in §§ 3.21.3.1 through 3.21.3.3 according to the schedule in §3.21.3.1, §3.21.3.2 or §3.21.3.3. Equipment replaced under this section is subject to the \$10,000 cost sharing provision of §3.21.2, if all the conditions of §3.21.2 are satisfied.



3.21.3.1 Equipment Replacement Schedule

Unless sooner replacement is directed by an ACOM or the DPSCS Contract Manager as per §3.21.1.2.3, equipment not excluded under §3.21.3.4 listed in Attachment I that:

3.21.3.1.1 Is over 10 years old as of the Go Live Date must be replaced within 6 months after the Go Live Date.

3.21.3.1.2 Becomes 10 years old after the Go Live Date and within the term of the Contract, must be replaced within 6 months of the month in which each piece of equipment becomes 10 years old

3.21.3.1.2.1 Equipment that becomes 10 years old during the last 6 months of the Contract must be replaced no less than 2 months prior to the end of the Contract.

3.21.3.1.3 Will become 10 years old less than 3 months after the Contract end date must be replaced no less than 2 months prior to the Contract end date.

3.21.3.1.4 The provisions of §3.21.5 must be adhered to for all such replacements.

3.21.3.2 Any equipment not excluded under §3.21.3.4 listed in Attachment I that does not have a purchase date listed shall be replaced as follows:

3.21.3.2.1 Equipment listed as being in Poor condition shall be replaced within 3 months after the Go Live date, or as soon as possible if it becomes unusable.

3.21.3.2.2 Equipment listed as being in Fair condition shall be replaced prior to the end of the second Contract Period.

3.21.3.2.3 As described in §3.21.3.3, equipment listed as being in Fair, Good or Excellent condition shall be replaced within 6 months of being classified as being in Poor or worse condition during any of the inventories which are conducted in accordance with §3.21.5, unless sooner replacement is directed by an ACOM or the DPSCS Contract Manager as per §3.21.1.2.3.

3.21.3.2.3.1 The Contractor is not required to replace equipment classified as being in Poor or worse condition during the final inventory occurring within 20 days of the Contract end date (See §3.21.5.5 (4)) if such equipment was classified as Fair or better in all previous inventories.

3.21.3.3 Any equipment listed in the physical inventories described in §3.21.5.5 (1) or §3.21.5.5 (2) as being in Poor or worse condition shall be repaired or replaced within 6 months of being so designated, unless sooner replacement is directed by an ACOM or the DPSCS Contract



Manager as per §3.21.1.2.3. As described in §3.21.5.5 (3), during the Contract Period 4 physical inventory an expert from the Department will evaluate the inventory equipment to determine the condition of all equipment and instruct the Department as to whether or not such equipment will need to be replaced or repaired by the Contractor before the end of the Contract because the condition of the equipment is worse than has been depicted in inventory records and is judged to be in Poor or worse condition.

3.21.3.4 Exceptions to Scheduled equipment replacement:

- a. IT-related equipment provided by the State as described in §3.21.1.1
- b. Dental X-ray equipment and peripherals, since this equipment may be replaced or updated as per the provisions of §3.21.3.6.2
- c. Office furniture/equipment or ancillary furniture/equipment not directly used in the provision of dental services (e.g., file & storage cabinets, lockers, desks, tables), as long as the furniture/equipment is rated as being Fair, Good or Excellent in the annual inventory described in § 3.21.5.

3.21.3.5 All repairs and replacements must be with parts/items of Equivalent Quality to that of the original. Equivalent Quality means that the equipment must have an expected useful life of at least 10 years or at least equal to the industry norm if available information confirms that the expected useful life is less than 10 years and function at the same level as the equipment being replaced. i.e., if the equipment being replaced was state-of-the-art at the time it was purchased, the replacement equipment shall also be state-of-the-art. The Department Manager/Director (See §3.7.1) will consult with the Department Dental Consultant as to the Equivalent Quality acceptability of any proposed replacement equipment.

3.21.4 The Medical Contractor is responsible for the physical taking and maintenance of a perpetual equipment inventory; however, the Dental Contractor shall fully cooperate with the Medical Contractor concerning inventory conduction and reports.

3.21.4.1 In the event that any equipment that is the responsibility of the Dental Contractor cannot be located at the time an inventory is being conducted, the Dental Contractor will be assessed the replacement cost of the missing items. The Dental and Medical Contractors shall concur on any discrepancies before any final report is made to the Department for any equipment loss assessment.

3.21.4.2 For the purposes of this Contract “equipment” will be defined as any item with an original purchase price of \$50 or more and an expected useful life of more than 1 year.

3.21.5 The Contractor shall report changes in the status of equipment that should be reflected in the Department’s perpetual equipment inventory as described in §§ 3.21.5.1 through 3.21.5.5. Unless specifically stated otherwise in §§ 3.21.5.1 through 3.21.5.5, any such equipment status change, including maintenance and repair actions, is to be reported to the Medical



Contractor within five Business Days of the status change so that the Department's perpetual equipment inventory can be appropriately adjusted.

3.21.5.1 For new equipment purchased by the Contractor the following record information shall be provided when reporting this equipment:

1. Equipment description
2. Name of supplier and purchase order or other acquisition document number.
3. Acquisition cost and date, or equipment value of any lease / purchase determined in accordance with Department policy and date of lease initiation.
4. Physical location of item (Facility code + Room Number or Name)
5. Serial number, if any
6. State tag number, if any
7. Equipment Condition

3.21.5.1.1 For transfers of equipment between any Institutions, the record information listed in §3.21.5.1 (1-7) above, shall be provided. The Contractor and Medical Contractor shall sign off on any transfer of equipment and remove from or add to the physical inventory report as appropriate.

3.21.5.2 The Contractor shall report to Custody (See §1.2.22 (1)), and the ACOM any equipment determined between annual inventories (See § 3.21.5.5), to be missing within 1 day of the missing determination. The Contractor shall also report the missing equipment as described in §3.21.5.

3.21.5.3 The Contractor shall report any equipment that becomes broken and/or unusable and which cannot be repaired, or cannot be repaired economically to the ACOM and request permission for the equipment to be physically removed from a Contractor used location and disposed of. Within five Business Days of receiving written permission from the ACOM for the physical removal and disposal of the broken and/or unusable equipment, the Contractor shall report the disposition to the Medical Contractor as described in §3.21.5.

3.21.5.3.1 If it is determined by the ACOM that any equipment valued over \$500 was damaged beyond economical repair by an Inmate without any contributory action or negligence by Contractor Staff, the Department will share 50% of the cost of replacement. In any such shared-cost situation the Contractor shall follow the procedures described in § 3.21.2.3.

3.21.5.4 The maintenance and repair of all equipment being used by Contractor Staff for the performance of this Contract shall be reported as described in §3.21.5.

3.21.5.5 The Contractor shall fully cooperate with personnel of the Department and the Medical Contractor in the completion of complete equipment physical inventories, as follows:



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1. Within 20 days of the current contract's expiration date. This inventory should contain the signature approval of the Current/Incumbent Contractor, Awarded Contractor, Medical Contractor Inventory Staff and DPSCS Contract Manager.
 2. Within the last thirty (30) days of the end of Contract Periods 1, 2, 3 and 4 (between June 1st and June 30th of each of these Contract Periods). Each of these four annual physical inventory reports shall include a completed and signed DPSCS Property Form by each facility's property officer.
 3. During the Contract Period 4 physical inventory an expert from the Department will evaluate the inventory equipment to determine the condition of the inventory and instruct the Department as to whether or not such equipment will need to be replaced or repaired by the Contractor before the end of the Contract. The DPSCS Contract Manager will coordinate the replacement or repairs of the inventory with the Contractor so that this occurs prior to the end of the Contract.
 4. Within 20 days of the end of the Contract, even if an incumbent is re-awarded the contract, but this time in the capacity of the current Contractor.

3.21.5.6 The Contractor is responsible for replacing or paying damages to the Department for any discrepancies in the inventory report for equipment under its control; i.e. original equipment with a purchase price greater than \$50 and exceeding 1 year beyond its useful life except for equipment approved for removal from the report.

3.21.6 Special Equipment Purchase Aspects

3.21.6.1 New JCI Dental Suite

3.21.6.1.1 DPSCS has designated JCI as a Local Intake Facility (receiving new intake inmates directly from county jails), and a regional hub (receiving Inmates and housing Inmates on a temporary basis that need to appear in court or are scheduled for a hospital appointment and or direct admission.) JCI does not currently have any dental equipment with which to provide dental services for the Inmates who will be housed there. However, a room with available plumbing within JCI will be made available for use as a dental suite.

3.21.6.1.2 No later than 60 days after the Go Live Date the Contractor must install a fully operational dental suite, to include, at a minimum, a dental chair, digital x-ray equipment, compressor, auto-clave and all instruments/utensils typically used to provide Comprehensive Dental Services (see §1.2.14) as required by this RFP.

3.21.6.1.3 A full explanation of all furniture, equipment, instruments/utensils and supplies to be installed/provided in this JCI dental suite is to be provided in Offerors' proposals in response to §4.4.2 Tab D, 11 D. Upon Contract Commencement (see §1.4.1) the Contractor shall undertake all efforts necessary so that the furniture, equipment,



instruments/utensils, supplies, etc. described in its technical proposal in response to §4.4.2 Tab D, 11 D, are installed and fully operational no more than 60 days after the Go Live Date.

3.21.6.1.4 The cost for the provision/installation of furniture, equipment, instruments/utensils, supplies, etc. described in its technical proposal to be provided for this JCI dental suite in response to §4.4.2 Tab D. 11 D is to be separately priced as per section F-2 of the price form (Attachment F.) The amount quoted in section F-2 of the Price Form will be paid to the Contractor in three installments as explained in §3.3.4.

3.21.6.2 Optional Digital X-Ray (DX) Replacement or Digitalized Conversion

3.21.6.2.1 The Department desires to upgrade the exiting On-site dental X-ray equipment, except for the two existing panoramic digital X-ray machines (See Attachment I), to improve the quality of dental services rendered to Inmates and realize the benefits of being able to incorporate digital images into Inmates' medical records in the EHR (See §3.35). However, because of the unknown cost of a 100% statewide digital X-ray system vs. digitizing (converting) analog X-rays to a digital format, in response to § 4.4.2 Tab K, in their Technical Proposals Offerors are required to include the price difference, benefits, etc. between their recommended solution for a 100% statewide digital X-ray system vs. digitizing (converting) analog X-rays to a digital format. In their Financial Proposal (F-3), Offerors are also to provide prices to implement the system described in their Technical Proposals.

3.21.6.2.2 The Department reserves the right to:

- A. Utilize the optional digital dental X-ray system or digitized conversion of analog X-ray to digital format the Contractor has described in its Technical Proposal response to § 4.4.2 Tab K, A or B, respectively, at the price proposed in its final Financial Proposal (Attachment F-3);
- B. Negotiate for a different dental X-ray system as per §3.21.6.2.5. This right to negotiate for a different system applies to either solution provided in response to §§A and B of §4.4.2 TAB K; or,
- C. Make no changes to the existing dental X-ray system and if desired implement changes through the provisions of §3.21.1.2.3.

3.21.6.2.2.1 If elected for implementation by the Department, upon receipt of a NTP the Contractor shall implement its proposed digital dental X-ray system or digitizing (converting) analog X-rays to a digital format solution within the timeframe contained in its Technical Proposal.



3.21.6.2.3 The optional dental digital X-ray system, if selected for implementation, shall be a total outsourced, all-inclusive solution that must include:

- a) A Picture Archiving and Communication System (PACS). PACS is a medical imaging technology which provides economical storage of, and convenient access to, digital images. Electronic images and reports are transmitted digitally via PACS; this eliminates the need to manually file, retrieve, or transport film jackets.
- b) Integration with NextGen, the Department's current EHR, so images can be viewed in NextGen throughout DPSCS.
- c) All hardware, software, and installations thereof, helpdesk support, on-going troubleshooting, and configuration requirements with NextGen.
- d) Configuring the existing 1 Panoramic Machine digital pan X-ray device located at MRDCC to communicate with the PACS (below is a description of the current IT setup that is **not** working).

MRDCC PC attached to Sirona Digital X-Ray Scheduled Task Information

The Sirona application on the PC (DPSCSGX6-3047C5, IP 10.22.110.126) located at MRDCC exports data from the Sirona X-ray machine onto the EPHR servers nightly at 8 pm EST. This export is performed by a windows scheduled task and a domain generic/system account (MRDCCden) with administrative access to c:\export and all subdirectories on the PC. The users logged into this PC have the same rights to folder c:\export because user's work will add and change files to this folder. This account also has access to \\ephrshares\sidxis\pdata and all subdirectories. This is where the images reside and where the database uploads occur from/to.

- e) All necessary communication lines needed to implement a 100% statewide digital X-ray system. However, the Department reserves the right to obtain needed communication lines on its own rather than have the Contractor do so.

3.21.6.2.3.1 If deemed preferable by the Department, the Contractor shall digitize (convert) analog X-rays to a digital format in accordance with its Technical Proposal response to §B of §4.4.2 TAB K. If this solution is accepted the requirements of §3.21.6.2.3 a-e must still be satisfied.

3.21.6.2.3.2 If either of the solutions described in §3.21.6.2.3 or §3.21.6.2.3.1 is accepted by the Department for implementation, the prices for the items listed in §3.21.6.2.3 (a-d) and §3.21.6.2.3 (e) shall be included as separate line item prices on Price Form F-3.

3.21.6.2.4 Equipment to be replaced and their current locations, broken down by Service Delivery Area and facility are as follows:

WSDA

- WCI



-
- 2 Periapical Machines (Analog)
 - 1 Panorol Machine (Analog)
 - NBCI
 - 1 Periapical Machine (Analog)
 - 1 Panorol Machine (Analog)
 - MCI-H
 - 1 Periapical Machine (Analog)
 - 1 Panorol Machine (Analog)
 - MCTC
 - 1 Periapical Machine (Analog)
 - 1 Panorol Machine (Analog)
 - RCI
 - 2 Periapical Machines (Analog)

JSDA

- BCF
 - 1 Periapical Machine (Analog)
- JCI
 - 2 Periapical Machines (Analog)
 - 1 Panorol Machine (Analog)
- JRH
 - 1 Periapical Machine (Analog)
 - 1 Panorol Machine (Analog)
- MCIJ
 - 1 Periapical Machine (Analog)
- MCIW
 - 1 Periapical Machine (Analog)
 - 1 Panorol Machine (Analog)
- Patuxent
 - 1 Periapical Machine (Analog)

BSDA

- BCDC
 - 1 Periapical Machine (Analog)
- CFDC
 - 1 Periapical Machine (Analog)
- WDC
 - 1 Periapical Machine (Analog)
- MTC
 - 3 Periapical Machines (Analog)
 - 1 Panorol Machine (Analog)
- MRDCC
 - 1 Periapical Machine (Analog)
 - 1 Panorol Machine (Digital)



ESDA

- ECI W
1 Periapical Machine (Analog)
- ECI E
2 Periapical Machine (Analog)
1 Panoramic Machine (Analog)

3.21.6.2.5 In the event the Department desires to replace the current dental radiology system but decides not to accept the optional system proposed by the Contractor in its Technical and Financial Proposals, the Department may negotiate with the Contractor for a different dental radiology system.

3.22 Delivery of Dental Services - General

3.22.1 The Contractor shall be responsible for examinations, treatment, prosthetics (dentures) and lab services.

3.22.1.1 A dental examination must be given within 90 days of Admission (the Admission Examination) to any facility and thereafter as indicated in the Inmate's dental treatment plan. (See §3.22.1.2). All Admission Examinations must be completed by a Dentist.

3.22.1.1.1 Dental examinations shall be in accordance with community standards and will include a full review of both hard and soft tissue of the oral cavity, and oral cancer screening.

3.22.1.2 A comprehensive dental treatment plan shall be developed following an initial screening and examination and in accordance with the Medical Evaluations Manual – Chapter 11 (Oral Health Program).

3.22.1.2.1 Dental treatment shall include:

- (a) Fillings, limited endodontics, full and partial dentures, limited periodontal therapy and extractions;
- (b) On-site oral surgery upon clinical indication;
- (c) Referrals for a periodontal specialist and/or maxillofacial surgery services when indicated and approved through the Medical Contractor's UM Precertification Process (See §1.2.80).

3.22.2 The Contractor's Administrative management shall not direct clinical decisions or determinations. Clinical determinations and decisions shall be made by clinical staff with consultation with and support from the Contractor's Statewide Dental Director.



3.22.3 The Contractor shall be committed to working with Other Healthcare Contractors (Medical, Pharmacy and Mental Health), as well as the Department's Custody, social work, substance abuse and case management to obtain the best possible outcomes for Inmates with dental needs.

3.22.4 The Contractor shall provide dental services at the following locations:

Baltimore Service Delivery Area

MTC – 3 Chairs

MRDCC – 2 Chairs

BCDC – 2 Chairs Men's, 1 Chair Women's

CDF – 1 Chair

Jessup Service Delivery Area

MCIW – 2 Chairs

JCI – 2 Chairs

JRI – 3 Chairs

BCF – 1 Chair

MCIJ – 1 Chair

PATX – 1 Chair

Dorsey Run – 2 Chairs

Western Service Delivery Area

WCI – 2 Chairs

NBCI – 2 Chairs

MCIH – 2 Chairs

MCTC – 2 Chairs

RCI – 2 Chairs

Eastern Service Delivery Area

ECIW – 2 Chairs

ECIE – 2 Chairs

3.22.5 The Contractor shall deliver dental services in accordance with the schedule of services set forth below:

3.22.5.1 Provide Comprehensive Dental Services based upon a five (5) day workweek for fifty-two (52) weeks per calendar year. Based upon the needs of the institution and availability of treatment space, this schedule may or may not correspond to Monday through Friday and daytime hours.

3.22.5.4 Provide "On-Call" services seven (7) days per week and twenty-four (24) hours per day including State observed Holidays. See §§ 1.2.58 and 3.18.



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- 3.22.5.5 Provide dental consultation services to Inmates on referral from the Medical Contractor, including Inmates admitted to the institutional infirmaries.
- 3.22.5.6 Assist in the Inmate's transition to the community (See §3.26).
- 3.22.5.7 Make referrals to the Medical Contractor for any somatic or certain dental problems. These referrals will be consistent with the Department's Medical Evaluations Manual – Chapter 11 – Attachment S.
- 3.22.5.7.1 Off-site care including periodontal, maxiofacial, acute hospitalization and/or emergency room treatment and associated costs are the responsibility of the Medical Contractor. However, in the event that Dental Professionals fail to obtain Medical UM (See §1.2.80) concurrence, but refer any Inmate Off-site anyway, the Dental Contractor will be responsible for the cost of any Off-site care.
- 3.22.5.7.2 The Contractor shall implement a system of internal utilization management to monitor the Referral to specialty care and Off-site dental hospital utilization when the need for services is generated by the Contractor's Staff.
- 3.22.6 Appropriate records shall be maintained in the patient's EHR of all patient interaction and events.
- 3.22.7 The Contractor shall be responsible for the following dental studies:
- 3.22.7.1 All specimens and dental data collection and all transportation of specimens, data, and documents;
- 3.22.7.2 Dental laboratory services, which includes all prosthetics and biopsy kits. The biopsy kit specimens shall have a mechanism for daily pick up and/or delivery. The Contractor shall ensure that the contracted dental laboratory has a quality improvement plan, which includes equipment calibration and check of reagents; and,
- 3.22.7.3 All routine dental X-rays shall be provided in the Service Delivery Area with On-site X-ray machines.
- 3.22.8 The Contractor shall provide Preventive Care (See §1.2.67) that includes but is not limited to:
- (1). Oral hygiene education on the prevention of dental disease;
 - (2). Periodontal care when determined to be clinically necessary; and,
 - (3). Repeat examinations (non-Admission Examination { See §3.22.1.1 }) by a Dentist in accordance with the Inmate's treatment plan. (See §3.22.1.2)



- 3.22.9 Cleaning shall be based on referrals as a result of initial dental examination and subsequent treatment.
- 3.22.10 The Medical Contractor shall be responsible for all costs related to laboratory blood tests ordered by Dental Professionals, including blood draws, lab tests and lab results consistent with the Medical UM Policy completed for dental reasons. In the event that Dental Professionals fail to obtain Medical UM (See §1.2.80) concurrence, but order a test anyway, the Contractor will be responsible for the cost of the test(s).
- 3.22.10.1 A Dental Professional shall review all dental related laboratory results prior to any dental related procedure related to the test being performed. A Dental Professional will not perform a dental procedure for which the results of a dental related test was abnormal until the test results have been reviewed with the Medical Contractor. In the event the Dental Professional performs a dental procedure without obtaining a review of an abnormal test result with the Medical Contractor and the Inmate has an adverse outcome precipitating Off-site treatment or care, the DPSCS CMO may review this occurrence and make a determination as to whether the Dental Contractor shall bear any such cost. Documentation of the review of the tests will be done in the EHR. The Medical Contractor will review the results of the tests with the Detainee/Arrestee.

3.23 Delivery of Dental Services – Sick Call

- 3.23.1 Sick call clinics are to be held on regular dates and schedules through the sick call sign in procedure as per Department Policy (i.e. the Medical Contractor will triage all Sick Call Slips submitted by Inmates and Immediately deliver to the Contractor those slips requesting dental services). The Contractor shall provide sick call clinics five days a week in compliance with ACA and NCHCC standards in each facility and each sick call clinic shall continue until it is completed (i.e., when each Inmate scheduled to be seen during that sick call and who shows up for the appointment has been seen).
- 3.23.1.1 Fixed clinic times and locations shall be provided no later than one week prior to the onset of a calendar month to include the staffing schedule (See § 3.6.4) for these clinics to the ACOM assigned to the SDA and to the designated Custody officials (usually transportation) for that SDA as per §3.6.4, monthly staffing schedules shall be provided using a web-based scheduling software application that can be centrally accessed from any browser of appropriate Department personnel.
- 3.23.1.2 Sick call clinics may not be cancelled without the specific written consent of the ACOM. All documentations of sick call clinic encounters shall be made the same day, which should include documentation of missed appointments and refusals. As required by DPSCS Refusal for Treatment Policy, Inmates must sign the refusal, or if the Inmate refuses to sign the refusal, two (2) healthcare Staff (health care related Staff of the Contractor, Other Healthcare Contractors or the Department (but not Custody), must witness and sign the Inmate's refusal. In addition, as per DPSCS Sick Call



Policy, for a missed appointment, documentation of the missed appointment shall be entered in the EHR. Please note, as per this Sick Call Policy, any Inmate that chooses not to keep his/her appointment must be brought to the sick call location to sign the refusal form.

3.23.1.3 Inmates who have submitted a Sick Call Slip (See §1.2.74) shall be seen within 48 hours if submitted Sunday through Thursday, or 72 hours if the Sick Call Slip is submitted on Friday, Saturday or a holiday.

3.23.2 The Contractor shall maintain an electronic log of all Sick Call Slips and Referrals by Staff of the Medical Contractor.

3.23.2.1.1 The Contractor shall maintain such a log using MS Excel if no log is available in the EHR system. This data will be formatted in a summary report and submitted monthly to the ACOM. The sick call log shall contain, at a minimum, the following:

- (1). Inmate name and number
- (2). Date Sick Call Slip was submitted
- (3). Nature of complaint
- (4). Triage decision
- (5). Date and time of triage decision
- (6). Name and credentials (title) of person making the triage decision
- (7). Date scheduled to be seen, or
- (8). Date of referral to the Dental Professional.
- (9). Disposition

3.23.3 An Inmate who is seen by the Medical staff and is referred to the Dental Contractor with an Emergent or Urgent need shall be seen within the timeframes as defined in §§ 1.2.36 and 1.2.81 respectively.

3.23.4 Special Confinement (see Section 1.2.75) Inmates shall be provided scheduled Dental Services and unscheduled Dental Services in all facilities, equivalent to the Dental Services available to the general population.

3.23.4.1 Any Referrals received from the Medical Contractor's Special Confinement rounds regarding dental issues shall be addressed within the time frame identified in Section 3.23.3. Any resulting examination and treatment shall be referred to the Dental Professional for evaluation and treatment consistent with DPSCS sick call policy.

3.23.5 A Dental Professional shall be responsible for emergency dental services while On-site in each Service Delivery Area, and shall be prepared to respond to a dental emergency through the Department's "On Call" procedures as directed in Section 3.18.



3.24 Delivery of Dental Services – Intake and Reception

- 3.24.1 Inmates returning to the Department through an institution other than an Intake facility (as a result of return from escape, parole retake, etc.) during off-hours or on a weekend or holiday shall be evaluated through the use of the “On-call” Dentist (See §3.18).
- 3.24.2 All new Admissions within twenty four (24) hours of entering any DPSCS facility from the community or another correctional system, whether as a new Admission, a parole/probation violator or an escapee, shall be managed consistent with the Department’s Medical Evaluations Manual – Chapter 11 Oral Health Program (Attachment S).

3.25 Medication

- 3.25.1 A Dental Professional shall prescribe medications as medically necessary and appropriate in compliance with the requirements of the Maryland Board of Pharmacy, the Alcohol and Drug Administration of the Department of Health and Mental Hygiene, Federal Drug Enforcement Administration (DEA) and local, State and federal agencies governing their usage. Concerning controlled substances, the Contractor shall use the DEA accepted forms of documentation for receipt and use of controlled substances.
- 3.25.2 The Contractor is responsible for:
- (1). A. Under appropriate circumstances, directly placing a medication order with the Pharmacy Contractor with notification to the Medical Contractor, or
B. In the manner directed by the Department, requesting the Medical Contractor to place a medication order to be filled by the Pharmacy Contractor, which when received is to be administered by the Medical Contractor;
 - (2). Entering all medication orders correctly into the EHR;
 - (3). As a backup procedure to submitting pharmacy orders to the Pharmacy Contractor through the EHR , the Contractor will work with the Medical and Pharmacy Contractors to establish a paper process to ensure orders are processed via fax.
 - (4). Ensuring that only formulary medications are ordered unless proper procedures are followed and approvals obtained for non-formulary medications (See Section 3.25.3.2);
 - (5). Appropriately documenting medication prescribing and monitoring.
- 3.25.3. Specifically in dental suites in facilities the Contractor is responsible for:
- (1) Properly storing all medications upon receipt and thereafter;
 - (2) Maintaining supplies of stock medications in cooperation with the Pharmacy Contractor and as approved by the DPSCS CMO and DPSCS Chief Nursing Officer; (See § 3.25.6);
 - (3) Administering medications as directed and in the appropriate manner in accordance with the Department’s Pharmacy Manual regarding Medication Administration;
 - (4) Appropriately documenting medication administration;



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- (5) Tracking usage of stock medications;
 - (6) Inspecting and auditing for expired drugs. Any expired drug identified through such inspection or audit shall be removed and returned to the Pharmacy Contractor with the resultant report forwarded to the ACOM for that Service Delivery Area and the Pharmacy Contractor;
 - (7) Ensuring that non-narcotic drugs are stored in the Dental Suite in a single locked medication cart/cabinet; and
 - (8) Ensuring that narcotic storage requirements (e.g., double locks, accurate counts with Custody and Contractor, Federal Drug Enforcement Administration (DEA) accepted forms of documentation for receipt and use of narcotics) are met. In addition, that proper logs are maintained and narcotics logs are updated for each dose administered consistent with the requirements of the Maryland Board of Pharmacy and the Alcohol and Drug Administration of the Department of Health and Mental Hygiene, DEA and State and federal agencies governing their usage.

3.25.3.2 Approval for the use of non-formulary medications shall be in consultation with a Doctorate level Clinical Pharmacist (Pharm D) provided by the Pharmacy Contractor. Recommendations of the Pharmacy Contractor regarding an alternative pharmaceutical agent or combination of medications must be followed. Any appeals by the Contractor will first be reviewed by the Contractor's Statewide Dental Director with the Pharmacy Contractor, and if the appeal is supported by the Contractor's Statewide Dental Director, the appeal will proceed to the Department CMO and the Contractor's Statewide Dental Director for final disposition. Decisions of the Department CMO shall be final.

3.25.4 A Dental Professional shall work with the Medical Contractor to ensure the controlled and timely distribution of prescribed dental related medications and timely attention to the dental concerns of Inmates. When the Dental and Medical Contractors are unable to effectively and timely resolve identified issues regarding the provision of medications or the management of health care needs, these issues will be brought to the attention of the Department CMO who will direct a resolution of the issue.

3.25.5 Where available, stock medication may be utilized to fill STAT orders for medication until prescribed medication arrives. Stock medication may only be utilized consistent with Department policies and procedures.

3.25.6 Dental Professionals shall record the actual time of medication(s) administration on a Department approved Medication Administration Record (MAR) (See § 1.2.48), including eMAR when implemented.

3.25.6.1 No change in the format for medication administration will be permitted without the written permission of the DPSCS CMO, DPSCS Chief Nursing Officer and ACOM for the SDA on behalf of the Office of Inmate Health Services. This includes but is not limited to:

- (1). Changes in the location of where medications are dispensed.



(2). Verification processes relating to the EHR ensuring that the right medication is dispensed to the right person.

3.25.6.2 Keep On Person (KOP) medications may not be initiated unless consistent with the Department's KOP Policy, which includes:

- (1). A Dental Professional has determined that KOP was appropriate by evaluation and evidenced that determination in the EHR;
- (2). The medication has been approved as KOP by the DPSCS CMO in collaboration with the Statewide and/or Regional Pharmacy and Therapeutics (P&T) Committees;
- (3). The Inmate has been educated on the process of taking his or her medication and how to get refills and provided a written copy of the signed agreement required to participate in KOP. The original of this agreement shall be placed in the Inmate's medical record;
- (4). The Inmate signs an acknowledgment of receipt of a specific number of pills/ointment/creams on a specific date; and
- (5). A Dental Professional (as permitted by licensure) signs to acknowledge that the medication was administered to the Inmate.

3.25.6.3 The Department reserves the right to implement changes in the medication administration process including, but not limited to, changes in the EHR.

3.26 Release

The Contractor shall:

- 3.26.1 Coordinate with Medical Contractor Staff to ensure that Inmates enrolled in the Diabetic Management Program being released have a dental continuity of care plan.
- 3.26.2 Designate release planning Staff who shall work with the Medical Contractor, Department Case Management and Social Work within their assigned facilities to assure adherence to Department policy regarding release requirements.

3.27 Investigation and Follow-up of Grievances, Administrative Remedy Procedure Complaints and any other Complaints

- 3.27.1 The Contractor shall investigate grievances and Administrative Remedy Procedure (ARP) complaints made by Inmates or any other person of interest (i.e. Inmate advocates such as the ACLU) regarding dental encounters or sick call and respond to the Department's Administrative Unit ARP Coordinator, when indicated, or the Department Inmate Grievance Office (IGO) for DPDS regarding any aspect of the dental service within ten days after receipt of request. The Contractor shall also investigate any other complaint made by Inmates or persons of interest in coordination with the ARP/Grievance Coordinator of the institution that may directly involve the dental Staff. Complaints through the Administrative Remedy



Procedure (ARP) shall fully comply with the ARP directive and policy and its time restrictions (See Attachment M-1). The Contractor shall cooperate with the Inmate Grievance Officer of DPSCS and comply with the policies and directives for the Inmate Grievance Procedure that is part of the detainee process for DPDS (See Attachment M-2).

- 3.27.1.1 The Department shall review and forward to the Contractor any Inmate correspondence or correspondence from any person of interest, relating to grievances, Administrative Remedy Procedure (ARP) complaints and any other complaints. The Contractor shall respond as directed in Section 3.27.1.
- 3.27.1.2 A copy of complaints about service received directly by the Contractor shall be forwarded to the ARP/Grievance Coordinator of the institution upon receipt to determine whether a response is required.
- 3.27.1.4 Any time a Contractor's response is considered unacceptable and/or inadequate by the Department's ARP/Grievance Coordinator, i.e., does not directly answer the question posed, it will be returned to the Contractor by the ARP/Grievance Coordinator for re-investigation and more appropriate response before being sent to the inquirer.
- 3.27.1.5 All correspondence relating to all grievances, ARP complaints or any other complaint as described in Section 3.27.1 shall be tracked in an Excel spreadsheet to include:

- Inmate name and identifying DOC/SID number,
- Institution or facility name where the Inmate is located or housed,
- ARP or Grievance case number,
- Service Delivery Area,
- Subject of complaint
- ARP date of receipt (DOR) from Inmate,
- ARP index date,
- Date ARP received by the Institution's ARP/Grievance Coordinator,
- Date ARP received by the Contractor from the Institution's ARP/Grievance Coordinator,
- ARP due date,
- Date the ARP returned by the Contractor to the Institution's ARP/Grievance Coordinator,
- ARP completion date,
- Notes field,
- Spreadsheet calculated formula (# of days ARP due or overdue)

3.27.1.5.1 The DPSCS Contract Manager and the Department's Dental Consultant shall have searchable, read-only access to the Grievance/Complaint Excel spreadsheet via secure (password protected) internet or LAN connection.

- 3.27.2 The Department CMO, at his/her sole discretion, may direct that the Contractor take specified action with regard to a complaint.



3.28 Continuous Quality Improvement (CQI)

3.28.1 The Contractor shall implement a CQI program and participate, as required by the Department's Manager/Director (See §3.7.1), in all quality improvement programs, peer review, utilization review, risk management and any necessary accreditation activities described in this RFP, including any that arise after Contract Commencement. Although part of CQI, Peer Review, Risk Management, and Utilization Review are described in separate RFP sections - §3.29, §3.30 and § 3.37, respectively

3.28.2 The Contractor shall participate in a program for CQI that includes:

- (1). Quarterly Statewide multi-Contractor Committee meetings, chaired by the Medical Contractor, with all appropriate State and Contractor personnel including, but not limited to, the Department CMO and Chief Nursing Officer and the Contractor's Statewide Dental Director and Contract Manager. In addition, any of the Contractor's sub-contractors may attend.

Such meetings will include updates on dental clinics, dental back logs, clinical review of certain cases (i.e. complicated dental cases, bleeding, recurrent Off-site care management), and other appropriate dental topics that can lead to improved quality of dental care in the Service Delivery Areas. (These meetings are identified in Attachment X as Quarterly Statewide CQI Meeting).

- (2). Quarterly Service Delivery Area multidisciplinary CQI Committee meetings and reviews in each Service Delivery Area to monitor the dental services provided; collect, trend and disseminate data; develop and monitor corrective action plans; and facilitate communication between disciplines.

3.28.3 Although the Medical Contractor is responsible for taking minutes of Quarterly Statewide and SDA CQI meetings, if the Contractor's Statewide Dental Director leads in discussing dental related issues, the Contractor will be given an opportunity to concur with the minutes. Dental related work plans and corrective action plans shall be submitted within the timeframe directed by the Department's Director of CQI or the Department CMO or designees.

3.29 Peer Review

3.29.1 The Contractor's Statewide Dental Director shall manage the process for professional peer review of Dentists and Oral Surgeons as outlined in the Department's Utilization Manual and as required by the DPSCS CMO.



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- 3.29.2 The Contractor shall conduct specific reviews of the work of all Dentists and Oral Surgeons working under the Contract, whether employed directly or through a subcontractor. The reviews will be consistent with the Department's Utilization Manual and must address the productivity of each Dental Professional by SDA and facility.
- These reviews must be conducted by a discipline appropriate, clinically equivalent, Dental Professional as listed in §3.29.1 who shall review the work of the specific Dental Professional. At a minimum, such reviews shall be conducted on an annual basis based upon the anniversary of hire date, with results reported to the Department CMO within 15 days after the completion of a peer review.
- 3.29.3 In addition to an annual peer review initiated by the Contractor (See §3.29.2), an external peer review of Dental Professionals will be conducted by the Medical Contractor on an annual basis based upon the anniversary of hire date, and the results will be reported to the Contractor and the Department CMO.
- 3.29.4 The Contractor will participate in a peer review by the Department's Dental Consultant as requested.
- 3.29.5 A Peer Review report of specific Dental Professionals judged not to meet professional standards (See Section 3.8) based upon any of the peer reviews described in Sections 3.29.2, 3.29.3 or 3.29.4, shall be submitted to the Department CMO as a priority within two (2) Business Days of the determination that a specific Dental Professional fails to meet professional standards.

3.30 Risk Management Program

The Contractor shall:

- 3.30.1 Abide by all Department rules, regulations, policies, and procedures regarding risk management and will work in collaboration with Other Healthcare Contractors to assure that safety and prudence is exercised at all times.
- 3.30.2 Serious Incident Reports
- 3.30.2.1 All incidents/accidents/errors listed below shall be reported to the DPSCS Chief Nursing Officer within 24 hours of the occurrence on the DPSCS Security Incident Report (SIR) form which includes such information as the incident or event, the date it occurred, how it was discovered, and any outcomes as a result of that event (good and/or bad). Incident reports shall not be considered as punitive or threatening and shall be used for education and CQI purposes. The current version of the form is accessible on the DPSCS website.

Reportable incidents/accidents/errors include but are not limited to:



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- (1). Assaults on Contractor Staff,
 - (2). Emergency responses necessary to maintain consciousness or resuscitate the Inmate,
 - (3). Injuries occurring as a part of work accidents,
 - (4). Exposures to infectious diseases,
 - (5). Security Breaches (lost keys, missing sharps containers, medications, contraband, etc.),
 - (6). Treatment/Medication errors or missed treatments, missing documents, etc., and
 - (7). Dental related deaths.

3.30.2.2 The Contractor shall submit a quarterly Serious Incident Report Summary (SIRS) to the DPSCS Chief Nursing Officer of all serious incidents/ accidents/ errors occurring or discovered by its Staff during the preceding three months. Included with this quarterly SIRS shall be all SIR forms submitted as required by § 3.34.2 during the preceding three months. Monthly narratives, summations of audit findings or verbal reports will not be acceptable in lieu of a formal quarterly report.

3.31 Mortality Review Program

- 3.31.1 For any dental related death, the Dentist who most recently treated the Inmate shall participate in a formal mortality review process.
- 3.31.2 As requested by the Department, the Contractor shall participate as a panel member in non-dental related death reviews.

3.32 Pharmacy and Therapeutics Program (P&T) Committee

- 3.32.1 The Contractor shall participate in a monthly Regional Pharmacy and Therapeutics (P&T) Committee and a quarterly Statewide Pharmacy and Therapeutics (P&T) Committee, which shall be responsible for additions and deletions to the Department's drug formulary, monitoring usage of pharmaceuticals including psychotropic medications and identifying prescribing patterns of Dental Professionals.
- 3.32.1.1 The monthly Regional P&T Committee meeting shall be led by the Pharmacy Contractor and the Medical Contractor's Regional Medical Director and shall include, at a minimum, the Contractor's Statewide or if such position exists, a Regional Dentist (See Section 3.7.2).
- 3.32.1.2 The quarterly Statewide P&T Committee meetings shall be chaired by the Pharmacy Contractor and the DPSCS CMO and shall include, at a minimum:



- the Contractor's Statewide Dental Director, or if such position exists, a Regional Dentist (See §3.7.2);
- the Department CMO and Chief Nursing Officer;
- the Pharmacy Contractor's On-site Clinical Pharm D Pharmacists;
- the Medical Contractor's Regional Directors; and,
- other personnel as appropriate.

- 3.32.2 The purpose of these meetings shall be to identify pharmacy utilization trends, over-the-counter medication distribution, non-formulary choices, medication administration errors, cost effectiveness, prescriber patterns and trending, and any pertinent information relating to overall pharmaceutical operations.
- 3.32.3 The above referenced committees shall contribute to the development, modification and review of the Department's formulary.

3.33 Suicide Prevention Program

- 3.33.1 In addition to participating in the review of any dental-related death (See §3.31), the Contractor may be required to participate in the regular Mortality review held for every death. The Contractor may also be required to participate in a second mortality review of all significant suicide attempts (as determined by the DPSCS CMO).
- 3.33.2 The Contractor shall ensure that all its Staff shall participate in suicide prevention training provided by Other Healthcare Contractors and/or Departmental personnel.

3.34 Sexual Assault Program

- 3.34.1 The Contractor shall comply with any standards adopted by the Attorney General of the United States in conjunction with the Prison Rape Elimination Act (PREA). A minimum of four appropriate Contractor personnel must attend PREA training provided by the Department within 90 days after the Go Live Date. These personnel in turn, must then train all other dental Staff who have direct contact with Inmates. Such training must occur within 90 days of hire date and must include identifying evidence of unreported sexual assault and appropriate referral processes for possible sexual assault cases using PREA guidelines.
- 3.34.1.1 Training shall be documented in the training database within 30 days of training (See § 3.10.1.1).
- 3.34.2 The Contractor shall Immediately refer any Inmate to the Medical Contractor upon learning of an incident or suspected incident of sexual assault. The Contractor shall submit a Security Incident Report on each and every identified or suspected Inmate sexual assault within 24



hours of learning of the incident or possibility of the incident to the Department Chief Nursing Officer. (See §3.30.2.1).

3.35 Electronic Health Records (EHR)

- 3.35.1 The Contractor shall maintain a HIPPA compliant, confidential and secure patient health record for each Inmate to include all encounters and lab and medication orders.
- 3.35.2 A patient health record consists of the Electronic Health Record (EHR) and hard copies of materials as required per Department policy and procedure.
- 3.35.3 The present EHR is maintained in a proprietary program known as NextGen. This product has several dental related templates including, but not limited to:
- (1). Medical Intake Evaluation (Oral Health Screening Component)
 - (2). Dental Evaluation
 - (3). Progress Note
 - (4). Treatment Plans
 - (5). MAR/eMAR
- In addition, the NextGen dental module is expected to be implemented by DPSCS by the Contract Go-Live Date. The Contractor shall utilize this module when implemented.
- 3.35.3.1 The Medical Contractor is responsible to provide EHR training as follows:
- (1) Within 40 days after Contract Commencement for all Contractor Staff who will potentially use the EHR, as part of the employee orientation and training (per §3.10) to the NextGen product,
 - (2) On going new employee training,
 - (3) Training relative to any future upgrades of, or change from the current EHR product,
 - (4) Periodic refresher or remediation training as is required for effective use of this EHR.
- 3.35.3.1.1 The Contractor is responsible for coordinating with the Medical Contractor (who is responsible for NextGen training) for the dates and locations of the above training and shall ensure that all Staff attend training as appropriate.
- 3.35.3.2 The Contractor shall maintain a sufficient pool of Super Users (See §1.2.78) in each Service Delivery Area that will provide On-site problem solving. When upgrades to, or replacement of, NextGen occurs, the Medical Contractor is responsible for training the Contractor's NextGen Super Users.
- 3.35.3.2.1 The Contractor is responsible for coordinating initial training of Super Users with the Medical Contractor (who is responsible for NextGen training) no later than 40 days after Contract Commencement, and as needed thereafter.



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- 3.35.3.3 The Contractor shall utilize a “downtime” procedure for periods of temporary EHR unavailability due to power outage or system maintenance that includes entering clinical information in EHR replicated forms and transcription of such information into the EHR database.
- 3.35.3.4 The Contractor shall designate an administrative employee to serve as account administrator for the EHR system responsible for communicating with the Medical Contractor concerning requests for logon assignments for Staff of the Contractor.
- 3.35.4 The Medical Contractor is the Department’s designated custodian for all electronic and hard copy patient health records in accordance with the Department’s Medical Records Manual (See Attachment U). Accordingly, the Contractor shall forward, in a timely manner, the originals or copies of all hard copy patient health records to the Medical Contractor so it can fulfill this responsibility.
- The “hard copy patient health record” shall be comprised of:
- (1). The paper record, which consists of those documents that must be contained in the patient health record and are not feasible to be maintained in EHR, and
 - (2). Those documents that would be necessary to assure the Dental Professional’s ability to provide necessary patient care in the event that the EHR system became corrupted or was otherwise not available.
- 3.35.5 The Contractor shall abide by Department policy and procedure regarding sharing necessary information consistent with the Department’s Medical Records Manual.
- 3.35.5.1 Access to patient health records shall be provided to interdisciplinary health care personnel, Department representatives, the State’s legal representatives (Attorney General’s Office) and others as designated by the Department Director/Manager.
- 3.35.5.2 The Contractor’s Staff shall share protected information regarding an Inmate’s dental health status only to the extent necessary for coordination of care and the safe and secure functioning of the institution.
- 3.35.5.3 Any questions regarding sharing of information shall be directed to ACOMs. Questions that cannot be answered at this level should be directed to the Department’s Director/Manager (See § 3.7.1).
- 3.35.6 The Contractor is to utilize forms as they exist in EHR to minimize the necessity of hard copy material. If the Department agrees to incorporate a form created by the Contractor into the EHR, the Contractor agrees to relinquish any proprietary rights in that form and to cooperate with any Information Technology (IT) vendor in the supplementation of the EHR.



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- 3.35.6.1 The Contractor shall use an approved Department form for all Departmental business unless a form for a particular purpose does not exist, in which case the Contractor shall work with the Department Director/Manager to develop a State approved form for that purpose.
 - 3.35.6.2 The Contractor may develop a temporary form until an approved form is developed, but may not use that form until it has been submitted to the Department for approval, and written approval has been received.
 - 3.35.7 All aspects of the Inmate medical record are the property of the State and should not reflect the name of the Contractor.
 - 3.35.8 The Contractor shall participate in a statewide EHR committee and provide appropriate representatives to serve on and attend all committee meetings as required by the Department Contract Manager, which at a minimum will occur monthly.

3.36 Data and Reports

- 3.36.1 Excluding proprietary/confidential data and reports, the Contractor shall make all databases and reports available via a document management system which, as described in §3.15.2, will be NetDocuments™ unless otherwise approved by the DPSCS Contract Manager. The Contractor shall post the Multi-vendor shared data and reports identified below, excluding proprietary/confidential data and reports, on a Department designated internal shared file server (currently S-drive).
 - 3.36.2 Data
 - 3.36.2.1 Unless otherwise directed or approved in writing by the Department Contract Manager, databases will be in Microsoft Excel or Microsoft Access format.
 - 3.36.2.2 The Contractor shall be responsible for supplying the data necessary for the completion of the Minority Business Enterprise (MBE) reports by the 10th of the month or as directed by the Department Contract Manager or designee. (See Attachments D-4 & D-5)
 - 3.36.2.3 The Contractor shall be responsible for the development and/or upkeep of web-based electronic databases so that all data contained therein is available via a searchable, secure (password protected) read-only accessible internet or LAN connection. These databases shall have the capacity to provide storage, retrieval, reporting and auditing capabilities and shall be revised and/or updated as requested by the Department Contract Manager and CMO. These databases shall be accessible to the Department Contract Manager, CMO, Chief Nursing Officer and ACOMs.



3.36.2.3.1 The Contractor shall develop and maintain the following databases, as required by the Department Contract Manager and/or CMO:

3.36.2.3.2 Establish and maintain a Peer Review Database for the specific Dental Professionals listed in §3.29.1 to which the Department shall have continuous access. The database shall be capable of being sorted by professional discipline and date hired of the specific Dental Professionals listed in §3.29.1 and will contain all of the elements of a peer review for that discipline. The database shall also be separately sorted by Dental Professionals who are determined to have failed to meet professional standards. (See § 3.29.5). For Dental Professionals judged not to meet professional standards, a report shall be submitted to the DPSCS CMO on a priority basis (within two (2) Business Days) of the failure to meet standards determination. Aside from the priority notification, a report shall be submitted to the DPSCS CMO semi-annually each year, by January 10th and July 10th. At a minimum, the database will include:

- (1) The name of the individual;
- (2) The individual's professional discipline;
- (3) The date of the review;
- (4) A list of the source material used for the review;
- (5) A summary of any verbal communications during a Peer Review;
- (6) Any suggestions for improvement noted; and
- (7) A date for follow up review, if such is recommended.

3.36.2.3.3 Dental Sick Call Services electronic database, to include, but not be limited to, the following data elements:

- (1). Number of sick calls received/scheduled/seen;
- (2). Time frames relating to triage and actual appointment;
- (3). Missed appointments (including reason); and
- (4). Approved oral surgery referrals.

3.36.3 Reports –

3.36.3.1 The Contractor shall produce reports addressing the work being performed under the Contract.

3.36.3.1.1 A quarterly utilization report shall be submitted to the Department CMO no later than the tenth of the month following the quarter for which the report is being submitted. This quarterly report shall be submitted in Microsoft Word or Excel and shall include, but not be limited to:

- (1). Quantification of Intake screenings and examinations;
- (2). Periodontal and other specialist referrals;



- (3). Quantification of results of oral cancer screenings;
- (4). Prescription trends;
- (5). Sick call utilization, including rationale for missed appointments and plans for corrective action for those missed appointments;
- (6). Off-site utilization following Department guidelines on what constitutes that utilization;
- (7). Specific program performance, including but not limited to clinical outcomes by patient;
- (8). Staff vacancies and corrective action being taken to correct any deficits; and
- (9). Other reports as deemed necessary by the Department.

3.36.3.1.2 The Contractor shall supply a quarterly narrative report for the preceding quarter, based upon the data information contained above, for any areas identified in need of improvement and any corrective actions of areas not in compliance with the Contract.

3.36.3.1.3 The Contractor shall produce a report on a monthly basis, by the 10th of the month for the preceding month for those items relating to grievances and complaints (See § 3.27) arising from the Contract. The report shall also contain trending categories of grievances and complaints.

3.36.3.1.3.1 A monthly report, by the 10th of the month for the preceding month, identifying compliance with the US Dept. of Justice (Duval vs. O'Malley) Dental Health specific areas of non-compliance (See Attachment H).

3.37 Utilization Management and Utilization Management Review (UM/UMR)

- 3.37.1 The Dental Professional shall refer an Inmate patient for Off-site specialty or hospital care only in conjunction with the Medical Contractor's Utilization Management process (See §1.2.80).
- 3.37.1.1 The Utilization Management Review (report: See §3.29.2) shall address the productivity of Contractor's Staff, by individual Dental Professional, by SDA and facility.

3.38 Research

- 3.38.1 The Contractor shall cooperate with Department approved research studies and/or special clinical programs only as Directed by the Office of Inmate Health Services.
- 3.38.2 Neither research nor publication shall be conducted without specific written approval by the Department CMO, as well as approval by the Department's Research Committee.



3.39 Emergency Preparedness

- 3.39.1 The Contractor shall ensure that dental personnel are available to provide dental care services On-site as required by this Contract during severe weather, natural disasters, pandemics and other emergencies. Subcontractors providing specialty services must also have plans that permit the continuity of operations under such conditions.
- 3.39.2 The Contractor shall develop and implement, as necessary, an Emergency Management Plan covering treatment procedures for both individual and multiple casualties or patients, consistent with the Department's and a specific facility's Emergency Preparedness Plans and/or Continuity of Operations Plans (COOP).
- 3.39.2.1 The Contractor, as part of its Emergency Management Plan, shall plan for mass outbreaks of infectious disease.
- 3.39.2.2 The draft Emergency Management Plan submitted in the Contractor's Technical Proposal in response to §4.4.2, Tab I shall be finalized and submitted to the DPSCS Contract Manager and DPSCS Chief Nursing Officer as described in §3.16.2.1. The DPSCS Contract Manager and DPSCS Chief Nursing Officer shall have up to ten (10) days to review the draft Plan and provide comments. The Final Plan is due to the DPSCS Contract Manager and DPSCS Chief Nursing Officer within five (5) days of receipt of the comments.
- 3.39.3 The Contractor shall participate in:
- 3.39.3.1 Institutional mock disaster and other types of drills no less than annually at each facility in collaboration with security staff. These drills may include such things as power outages, individual injuries, weather-related evacuation procedures, etc. If in the opinion of the DPSCS CMO any drill evidenced a significant deficiency and unsatisfactory result, the dental portion of the mock disaster or other drill shall be re-conducted at the direction of the DPSCS CMO
- 3.39.3.2 Departmental requests for regional emergency services plan rehearsals, which include Contractor's response to a natural disaster, aviation accident, mass evacuation, etc.
- 3.39.3.3 Departmental requests for statewide emergency services plan rehearsals, which include Contractor's response to a natural disaster, aviation accident, mass evacuation, etc.
- 3.39.3.4 The Contractor shall document and critique the responses of its Dental Professionals and other Staff to disasters and disaster drills and shall develop corrective action plans as necessary to correct deficiencies within 24 hours of the completion of the disaster, drill or rehearsal.

3.40 Infection Control



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- 3.40.1 The Contractor shall manage an infection control program in compliance with CDC guidelines and OSHA regulations, which includes concurrent surveillance of patients and Staff, preventive techniques, and treatment and reporting of infections in accordance with local and State laws and Department policy and guidelines.
- 3.40.2 The Contractor may be required to participate in a monthly infection control meeting, organized and chaired by the Medical Contractor in each Service Delivery Area, that shall include as attendees representatives from each of the Other Healthcare Contractors, the Department, local health departments, and the Department of Health and Mental Hygiene.
- 3.40.3 The Contractor shall cooperate with the Department's Dental Consultant in a review of its infection control program. The Contractor will comply with any recommendations of the Department's Dental Consultant based upon this review.

3.41 Hazardous Waste

The Contractor shall collect all bio-hazardous or toxic waste, including waste associated with dental x-rays and dental fillings, created by the operation of the Dental Services program by the Contractor and its sub-contractors, in accordance with Federal and State laws. Removal of these wastes is the responsibility of the Medical Contractor. The Dental Contractor shall coordinate the removal with the Medical Contractor in accordance with OSHA policy.

3.42 Failure of Performance

- 3.42.1 The Department may deduct for liquidated or direct damages sustained as a result of the Contractor's failure to perform as required under this Contract, but will never pursue both. Direct Damages are considered in response to adverse outcomes resulting from either neglect or delay of responsible clinical care.
- 3.42.2 In assessing liquidated damages, the Department may rely on a random sampling audit protocol to assess Contract compliance in a specific area including, but not limited to, for example sick call compliance, medication renewal compliance, etc. The compliance rate may be applied to the segment of the population in receipt of those services at the same institution, within the same time period as that covered by the audit for purposes of imposing liquidated damages. See §1.33 and Attachment P.

3.43 Problem Escalation Procedure

- 3.43.1 The Contractor must provide and maintain a Problem Escalation Procedure for both routine and emergency situations. This Procedure must state how the Contractor will address problem situations as they occur during the performance of the Contract, especially problems that are not resolved to the satisfaction of the DPSCS Contract Manager within appropriate timeframes.



The Contractor shall provide contact information, as described in §3.43.2, to the DPSCS Contract Manager as well as other personnel should the DPSCS Contract Manager not be available.

3.43.2 The Contractor must provide a Problem Escalation Procedure no less than 40 days after Contract Commencement , and within 10 days after the start of each Contract Period (and within 10 days after any change in circumstance which changes the Procedure). The Problem Escalation Procedure shall detail how problems with work under the Contract discovered by the Department will be escalated in order to resolve any issues in a timely manner. Details shall include:

- a. The process for establishing the existence of a problem,
- b. The maximum duration that a problem may remain unresolved at each level before automatically escalating to a higher level for resolution,
- c. Circumstances in which the escalation will occur in less than the normal timeframe,
- d. The nature of feedback on resolution progress, including the frequency of feedback,
- e. Identification of individuals with their position title and contact information (office phone and/or cell phone number, fax number, email address, etc.) for progressively higher levels that would become involved in resolving a continuing problem,
- f. Contact information, as per §3.43.2 e, for persons responsible for resolving issues after normal business hours (*i.e.*, evenings, weekends, holidays, etc.) and on an emergency basis, and
- g. A process for updating and notifying the Department’s Contract Manager of any changes to the Problem Escalation Procedure.

3.44 Substitution of Personnel

3.44.1 Continuous Performance of Key Personnel

Unless substitution is approved per §§ 3.44.4 (#1-4) of this section, Key Personnel (See § 1.2.44) shall be the same personnel proposed in the Contractor’s Technical Proposal in response to § 4.4.2 Tab J, which will be incorporated into the Contract by reference. Such identified key personnel shall perform continuously for the duration of the Contract, or such lesser duration as specified in the Technical Proposal. Key personnel may not be removed by the Contractor from working under this Contract as described in the RFP or the Contractor’s Technical Proposal without the prior written concurrence of the DPSCS Manager/Director (See § 3.7.1).

3.44.2 Definitions

3.44.2.1 As used in this section:

3.44.2.1.1 “DPSCS Manager/Director (See § 3.7.1)” means the Department Contract Manager or the Department CMO previously identified in this solicitation, and/or a designee as per § 3.2.9.1 concerning Contractor personnel substitution issues.

3.44.2.1.2 “*Day*” or “*Days*” means calendar day or days.



3.44.2.1.3 **“Extraordinary Personal Circumstance”** means any circumstance in an individual’s personal life that reasonably requires immediate and continuous attention for more than 15 days that precludes the individual from performing his/her job duties under this Contract. Examples of such circumstances might include but are not limited to: a sudden leave of absence to care for a family member that is injured, sick or incapacitated; the death of a family member, including the need to attend to the estate or other affairs of the deceased or his/her dependents; substantial damage to, or destruction of the individual’s home that causes a major disruption in the individual’s normal living circumstances; criminal or civil proceedings against the individual or a family member; jury duty; military service call-up; etc.

3.44.2.1.4 **“Incapacitating”** means any health circumstance that substantially impairs the ability of an individual to perform the job duties described for that individual’s position in the RFP or the Contractor’s Technical Proposal.

3.44.2.1.5 **“Sudden”** means when the Contractor has less than 30 days’ prior notice of a circumstance beyond its control that will require the replacement of any key personnel working under the Contract.

3.44.3 **Key Staff General Substitution Provisions**

3.44.3.1 The following provisions apply to all of the circumstances of Staff substitution described in §3.44.4.

1. The Contractor shall demonstrate to the DPSCS Manager/Director’s (See § 3.7.1) satisfaction that the proposed substitute personnel have qualifications at least equal to those of the personnel for whom the replacement is requested.

2. The Contractor shall provide the DPSCS Manager/Director (See § 3.7.1) with a substitution request that shall include:

- A detailed explanation of the reason(s) for the substitution request
- The resume of the proposed substitute personnel, signed by the substituting individual and his/her formal supervisor
- The official resume of the current employee for comparison purposes
- Any required credentials

3. The DPSCS Manager/Director (See § 3.7.1) may request additional information concerning the proposed substitution. In addition, the DPSCS Manager/Director (See § 3.7.1), and/or other appropriate State personnel involved with the Contract may interview the proposed substitute personnel prior to deciding whether to approve the substitution request.

4. The DPSCS Manager/Director (See § 3.7.1) will notify the Contractor in writing of: (i) the acceptance or denial, or (ii) contingent or temporary approval for a specified time limit, of the requested substitution. The DPSCS Manager/Director (See § 3.7.1) will not unreasonably withhold approval of a requested key personnel replacement.



3.44.4 **Replacement Circumstances**

1. Voluntary Staff Replacement

To voluntarily replace any key staff, the Contractor shall submit a substitution request as described in §3.44.3.1 to the DPSCS Manager/Director (See § 3.7.1) at least 15 days prior to the intended date of change. Except in a circumstance described in section 3.44.4.#2 , a substitution may not occur unless and until the DPSCS Manager/Director (See § 3.7.1) approves the substitution in writing.

2. Staff Replacement Due to Vacancy

The Contractor shall replace key Staff whenever a vacancy occurs due to the Sudden termination, resignation or leave of absence due to an Extraordinary Personal Circumstance of such Staff, Incapacitating injury, illness or physical condition, or death. (A termination or resignation with 30 days or more advance notice shall be treated as a Voluntary Staff Replacement as per §3.44.4.1.)

Under any of the above §3.44.4.2 circumstances, the Contractor shall identify a suitable replacement and provide the same information or items required under §3.44.3 within 15 days of the sooner of the actual vacancy occurrence or from when it was first learned by the Contractor that the vacancy would be occurring.

3. Staff Replacement Due to an Indeterminate Absence

If any key Staff has been absent from his/her job for a period of 10 days due to injury, illness, or other physical condition, leave of absence under a family medical leave or Extraordinary Personal Circumstance and it is not known or reasonably anticipated that the individual will be returning to work within the next 20 days to fully resume his/her job duties, before the 25th day of continuous absence the Contractor shall identify a suitable replacement and provide the same information or items required under §3.44.3.1.

However, if this person is available to return to work and fully perform all job duties before a replacement has been authorized by the DPSCS Manager/Director (See § 3.7.1), at the option of the DPSCS Manager/Director (See § 3.7.1) the original Staff may continue to work under the Contract, or the replacement Staff will be authorized to replace the original Staff, notwithstanding the original Staff's ability to return.

4. Directed Staff Replacement

a. The DPSCS Manager/Director (See § 3.7.1) may direct the Contractor to replace any Staff that is perceived as being unqualified, non-productive, unable to fully perform his/her job duties due to full or partial Incapacity or Extraordinary Personal Circumstance, disruptive, or that has committed a major infraction(s) of law or Department or Contract requirements. Normally a directed replacement would only occur after prior notification of problems with



requested remediation, as described in § 3.44.4.b, below. If after such remediation the DPSCS Manager/Director (See § 3.7.1) determines that the Staff performance has not improved to the level necessary to continue under the Contract, if at all possible at least 15 days' replacement notification will be provided. However, if the DPSCS Manager/Director (See § 3.7.1) deems it necessary to remove the offending individual with less than 15 days' notice, the DPSCS Manager/Director (See § 3.7.1) can direct the removal in a timeframe of less than 15 days, to include immediate removal.

In circumstances of directed removal, the Contractor shall, in accordance with § 3.44.3, provide a suitable replacement for approval within 15 days of the notification of the need for removal, or the actual removal, if that occurs first.

b. If deemed appropriate in the discretion of the DPSCS Manager/Director (See § 3.7.1), the DPSCS Manager/Director (See § 3.7.1) shall give written notice of any personnel performance issues to the Contractor, describing the problem and delineating the remediation requirement(s). The Contractor shall provide a written Remediation Plan within 10 days of the date of notice and implement the Remediation Plan Immediately upon written acceptance by the DPSCS Manager/Director (See § 3.7.1), or revise and resubmit the plan to the DPSCS Manager/Director (See § 3.7.1) within 5 days, as directed in writing by the DPSCS Manager/Director (See § 3.7.1).

Should performance issues persist despite the previously agreed to Remediation Plan, the DPSCS Manager/Director (See § 3.7.1) will give written notice of the continuing performance issues and either request a new Remediation Plan within a specified time limit, or direct the substitution of personnel whose performance is at issue with a qualified substitute, including requiring the immediate removal of the key Staff at issue.

Replacement or substitution of personnel under this section shall be in addition to and not in lieu of the State's remedies under the Contract.

3.45 Insurance Requirements

- A. The Contractor shall maintain general liability, property and casualty insurance with minimum limits, as outlined below, and sufficient to cover losses resulting from or arising out of Contractor action or inaction in the performance of the Contract by the Contractor, its agents, employees or Subcontractors.
- Worker's Compensation – The Contractor shall maintain such insurance as necessary and/or as required under Worker's Compensation Acts, the Longshore and Harbor Workers' Compensation Act, and the Federal Employee's Liability Act.
 - Malpractice Insurance Aggregate Limit – The Contractor shall purchase and maintain Malpractice Insurance coverage in the minimum amount of \$4,000,000.



- Commercial General Liability – The Contractor shall purchase and maintain at least the following insurance protection for liability claims arising as a result of the Contractor’s operations under this Contract:
 - \$4,000,000: General Aggregate Limit
 - \$2,000,000: Products/completed operations aggregate limit
 - \$1,000,000: Each Occurrence Limit
 - \$1,000,000: Personal and Advertising Injury Limits
 - \$50,000: Fire Damage Limit
 - \$5,000: Medical Expense
- B. If recommended for award, within 10 Business Days the Contractor shall: (i) provide the State with current certificates of insurance that identify the State as an additional insured, and (ii) shall maintain and report such insurance annually to the Procurement Officer.
- C. The certificate of insurance shall acknowledge a requirement for the insurer to provide 45 days notice to the Department in the event the Contractor’s insurance will lapse due to non-payment of premiums, or will not be renewed by the insurer. In this event the Contractor must provide the Department Contract Manager with evidence of replacement insurance within 30 days. At no time may the Contractor provide services under this Contract without appropriate insurance coverage.

3.46 Contract Close-Out

- 3.46.1 If the Contractor is not awarded a successor contract it shall fully cooperate with the successor contractor to effect a seamless transfer of Inmate Dental Services. The Contractor shall:
- 3.46.1.1 Provide reasonable access to the successor contractor to the Contractor’s non-supervisory Staff and mid and lower level supervisory staff between 30 and 60 days of the Contract end date. If less than 30 days of the Contract term remains as of the time a successor contract is awarded the Contractor shall make special efforts to provide the successor contractor access to its Staff noted above in this section.
 - 3.46.1.2 Participate in the Contract ending physical inventory as described in § 3.21.5.5.1 and 4.
 - 3.46.1.3 Transfer the Sick Call Clinic Attendance data base described in § 3.23.2 to the successor contractor as of the end of the final day of the Contract.
 - 3.46.1.4 As requested by the Department Contract Manager provide appropriate representation at work initiation meetings between the Department and the successor contractor to help ensure a smooth transition of services.
 - 3.46.1.5 Ensure than all required records, reports, data, etc. are current and properly documented in the appropriate data base or file for use by the successor contractor as of the start of the successor contract.



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- 3.46.2 The Contractor shall ensure that all required Contract close-out activities are timely and properly performed. Specifically, the Contractor shall ensure that:
- 3.46.2.1 All invoices from Off-site specialists, hospitals, etc. are paid, and that the final Contract invoice is submitted to the Department within 31 days of the end of the Contract term.
- 3.46.3 All supplies, equipment, manuals, etc. owned by the Department are turned over to the Department as of the end of the Contract.
- 3.46.4 All source codes to software specifically developed for use under the Contract are turned over to the Department Contract Manager or placed with an appropriate escrow agent.

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SECTION 4 - Proposal Format

4.1 Two Part Submission

Offerors must submit proposals in two separate volumes:

- a. Volume I - TECHNICAL PROPOSAL
- b. Volume II - FINANCIAL PROPOSAL

4.2 Proposals

Volume I-Technical Proposal must be sealed separately from Volume II-Financial Proposal, but submitted simultaneously to the Procurement Officer (address listed on Key Information Summary and in Section 1.5 of this RFP). An unbound original, so identified, and six (6) copies of each volume are to be submitted. Offerors must attach to the unbound original Technical Proposal two (2) separate compact disks (CDs) containing an electronic version of Volume I- Technical Proposal in MS Word or Adobe PDF. Offerors must also attach to the unbound original Financial Proposal two (2) separate CDs containing an electronic version of the Volume II- Financial Proposal in MS Word format. Electronic media on CD shall bear the RFP number and name, name of the Offeror and the volume number. CDs must contain a complete Proposal with all information contained in the hard Proposal copies.

Please note that the Offeror must provide separate CDs for the Technical Proposal and the Financial Proposal, resulting in four (4) CDs attached to the proposal. Two (2) of the CDs submitted should be labeled "Volume I – Technical Proposal"; Two (2) of the CDs submitted should be labeled "Volume II – Financial Proposal."

4.3 Submission

4.3.1 Each Offeror is required to submit a separate sealed package for each "Volume", which is to be labeled Volume I-Technical Proposal and Volume II-Financial Proposal. Each separately sealed package must bear the RFP title and number, name and address of the Offeror, the volume number (I or II), and the closing date and time for receipt of the proposals on the outside of the package. It is also preferred, but not required, that the name and email address and telephone number of a contact person be included on the volume packages.

4.3.2 Both separate volume packages should then be placed into a single package, unless doing so would make the single package impractically large to be reasonably handled. This single package should contain the



same information, with the possible exception of the contact person information, as indicated in §4.3.1 for the individual Volumes.

4.3.3 All pages of both proposal volumes must be consecutively numbered from beginning (Page 1) to end (Page “x”).

4.4 Volume I – Technical Proposal

4.4.1 Format of Technical Proposal

This section provides specific instructions for submission of an Offeror’s Technical Proposal. Adherence to the required organization and numbering will allow the Procurement Officer and Evaluation Committee (See §5.1) to “map” the RFP requirements directly to an Offeror’s responses by paragraph number. The Technical Proposal shall not include any reference to prices proposed by the Offeror.

If the RFP is seeking Offeror agreement to a requirement, the Offeror shall state agreement or disagreement. As stated below in §4.4.2 C, any exception to a term or condition may result in having the Proposal deemed unacceptable or classified as not reasonably susceptible of being selected for award. Any paragraph that represents a work requirement shall include an explanation of how the work will be done.

In its Technical Proposal, the Offeror must describe how the proposed services will meet the requirements as described in Section 3 of the RFP, to include but not necessarily be limited to, the topics specifically listed below in Tabs D through I of RFP section 4.4.2. The Technical Proposal must be organized and numbered in the same order as given in Section 3 – Scope of Work, using the correct subsection and paragraph number for each specification. For example, Section 2.1 Para 1; Section 3.2 Para 4; etc.

In providing a Scope of Work section-by-section response to the RFP, Offerors shall ensure that each of the issues in Tabs D through I is specifically addressed. However, Offerors are not expected to provide both a Scope of Work section-by-section response to the RFP and also repeat the same or similar information in response to Tabs D through I. If the information provided in the Scope of Work section-by-section response is judged by an Offeror to sufficiently address the issues in Section 4.4.2 Tabs D through I, the Offeror should indicate the specific section and/or page number of its Technical Proposal where the requested information has previously been provided.

Offerors should ensure that the information requested in Section 4.4.2 Tabs J through S is provided in response to these Tabs since this information is not repetitive of information required in the Scope of Work section-by-section response.

4.4.2 **Required Technical Proposal Information by TABs**

Each section of the Technical Proposal must be separated by a Tab as detailed below.

TAB A. TRANSMITTAL LETTER



A Transmittal Letter must accompany the Technical Proposal. The purpose of this letter is to transmit the Proposal and acknowledge the receipt of any addenda. The Transmittal Letter should be brief and signed by an individual who is authorized to commit the Offeror (See Offeror Responsibilities in § 1.21 of this RFP), to the services and requirements as stated in this RFP. Only one Transmittal Letter is needed and it does not need to be bound with the Technical Proposal. The Letter should contain:

1. The name & Address of Offeror
2. The name, Title, Email Address and Telephone Number of Contact for the Offeror
3. A statement that the Proposal is in response to **RFP # DPSCS Q0013030**, Inmate Dental Services
4. The signature, Typed Name and Title of an individual authorized to commit the Offeror to its Proposal
5. The Federal Employer Identification Number of the Offeror
6. A statement accepting all State contract terms or that exceptions are taken (to be listed in the Executive Summary; see § 4.4.2 Tab C).
7. Acknowledgement of receipt of all Addenda to this RFP

The Offeror must identify in the Transmittal Letter accompanying its Technical Proposal/Offer the location(s), if any, from which services will be provided in additional to the sites required in the RFP; i.e. location(s) of management, support staff, IT staff, etc.

If the Offeror is a MDOT certified minority Contractor, the certification number should be included in the Transmittal Letter .

TAB B. TITLE AND TABLE OF CONTENTS

The Technical Proposal should begin with a Title Page bearing the Offeror's company name and address, Offeror's contact name/title/telephone number/email address, and the name and number of this RFP. A table of contents for the Technical Proposal should follow the Title Page. ***Note: Information that is claimed to be confidential is to be identified and explained after the Title Page and before the Table of Contents in the Offeror's Technical Proposal, and if applicable, also in its Financial Proposal. An explanation for each claim of confidentiality shall be included. An entire Proposal should not be labeled confidential, but just those portions that can reasonably be shown to be proprietary or confidential (i.e., any confidentiality designation must apply to specific sections, pages or portion(s) of pages of the Proposal).***

TAB C. EXECUTIVE SUMMARY



The Offeror shall condense and highlight the contents of the Technical Proposal in a separate section titled “Executive Summary”. The Offeror shall demonstrate that it has met the Minimum Qualifications as listed in Section 2 of the RFP. The summary shall also identify any exceptions the Offeror has taken to the requirements of this RFP, the Contract (Attachment A), or any other attachments.

Warning: Exceptions to terms and conditions may result in having the proposal deemed unacceptable or classified as not reasonably susceptible of being selected for award.

If an Offeror takes no exception to State terms and conditions, the Executive Summary should so state.

TAB D. OFFEROR TECHNICAL RESPONSE TO RFP REQUIREMENTS

An Offeror’s Technical Proposal Shall:

1. Describe how the Offeror shall provide the full range of dental services to the Inmate population consistent with this RFP, all relevant standards, the Department’s Manual of Policies and Procedures for Inmate Health Care, Consent Decrees and Memoranda of Agreement in force and effect. Offerors are to specifically acknowledge their intent to comply with all Consent Decrees and Memoranda of Agreement in force and effect.
- 2.. Describe how the Offeror shall assure the existence of resources to serve the full population to whom DPSCS has an obligation to provide dental services at the level necessary to meet the obligations under this RFP, and to do so throughout the State; i.e., to all geographical areas (SDAs) within DPSCS.
3. Set forth the plan by which the Offeror will be prepared to initiate the full range of services within 60 days of the Contract Commencement date; i.e., by the Go Live Date. (See § 1.4.3 and §3.16.2).
4. Demonstrate an understanding of the Department’s necessity to develop a strong collaborative, multi-disciplinary model of health care. The Offeror must:
 - A. Propose a plan for collaboration with the Other Healthcare Contractors. The written collaboration plan shall include the steps, with timelines, the Offeror will take to assure that this collaboration will be implemented and honored.
 - B. Address how the Offeror will insure a collaborative working relationship with Custody as well as the DPSCS treatment services staff, Case Management and the Department health care management.
5. Acknowledge its responsibility for the payment of any fees associated with licenses and/or certificates required by the licensing board or bureau and necessary for the Department’s programs to be maintained upon receipt of invoice, and to report all matters regarding licensure promptly to the Department in the manner directed.
6. Propose staffing for the Department, including separately identified staffing of subcontractors, that is sufficient for the complete delivery of all services required under this RFP.



A. The Department has identified the recommended staffing plan for the Department in Attachment N. While it is the opinion of the Department that this Attachment N suggested staffing plan is appropriate to perform the scope of work outlined in this RFP, the Offeror may propose a different staffing plan. Caveat:

An offeror may not fail to include any position that is specifically required within Section 3 of the RFP

B. If a staffing plan is submitted that varies from the Department recommendation in Attachment N, the Offeror should submit a chart formatted in the same manner as Attachment N detailing its proposed On-site staffing plan, broken down by Staff to be employed by the Contractor versus Staff that will work for subcontractors, and explain the rationale for the variation and how the variation will affect the delivery of services.

C. In response to RFP § 3.6.1, the Offeror shall provide this On-site staffing plan using the same titles, location, and format as provided in Attachment N and broken-down by SDA and shift.

D. . In addition to the On-site staffing plan the Offeror shall also identify:

1. All other personnel to be employed on a full or part time basis under this Contract, but located Off-site in Maryland. For any Off-site position in Maryland, it shall be described whether the position will directly work for the Contractor or for a subcontractor and whether the position will primarily or exclusively work at a specific work-site, and/or shift, or whether the position will have a Department wide focus.

2. Any specific assistance that will be provided from its headquarters and/or location(s) outside of Maryland, and whether such assistance is intended to substitute for personnel that otherwise would work under the Contract in Maryland, On-site or Off-site.

E. As required by § 3.6.5, the minimum and average hourly pay rates for all On-site and Off-site Staff, including Staff of subcontractors working under the Contract, shall be included. In no instance may the minimum payment rate to any Staff be less than permitted under the State's Living Wage law as described in § 1.29 and Attachment K.

F. In response to RFP § 3.6.3, the Offeror shall describe the management structure it will utilize upon award, and provide an organization chart that illustrates this management structure.

G. The staffing pattern provided in response to this RFP by an Offeror shall be considered as a final obligation for staffing upon award of the Contract, except as noted in § 3.6.1, and a representation that such staffing is sufficient to meet all obligations under this RFP and the Department's Manual of Policies and Procedures.

H. The Offeror shall submit a Staff skills and qualifications matrix in its own format to summarize relevant experience for the proposed Staff, including any subcontractor Staff. Offeror and subcontractor Staff experience shall be presented in two separate matrices.

7. Acknowledge its obligation to adhere to the Department's policies and procedures and its obligation to carry out those policies and procedures in collaboration with the Department and the Other Healthcare Contractors.



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- A. Provide evidence in its Proposal that all Department Policies, Procedures, and Manuals have been reviewed and an acknowledgement that its own policies and procedures are consistent with those of the State or that it will modify its own policies and procedures to eliminate any inconsistency within 35 days after Contract Commencement as per §3.15.1.1.
- B. Acknowledge its obligation to formulate and distribute to its Staff a manual of policies and procedures that are consistent with those of the Department and describe how this distribution will be accomplished, either by hard copy or electronic means, or a combination thereof.
8. Provide a written plan of active and ongoing recruitment and retention of personnel at all levels, including, as required by § 3.6.5, employee benefits and the minimum and average hourly rates or salaries expected to be paid by position, both of which (benefits and wages/salaries) must be the same regardless of whether the person filling each position will work for the Contractor or a subcontractor working under the contract. The positions for which minimum and average hourly rates or salaries must be provided shall be identified as entered in the staffing plan chart required by § 4.4.2 Tab D 6 that shall be prepared in the same format as Attachment N. In addition, any incentives and any other strategies for Staff recruitment and retention should be described. (See §§ 3.6 and 3.7).
- A. Describe how the Staff payment rates, employee benefits, incentives and any and all other means for recruitment and retention of qualified Staff to be undertaken by the Offeror is expected to achieve a less than 10% annual composite Staff turnover rate. (See § 3.6.5)
- B. Acknowledge the Department's role in the hiring process of Higher Level Staff. (See § 3.7)
- C. In no instance may the minimum payment rate to Staff described above in §4.4.2, Tab D, #8 be less than permitted under the State's Living Wage law, as described in §1.29 and Attachment K.
9. Security and Competency Related Training
- A. Security Related Training
- Acknowledge the obligation for security related orientation and training of Staff and describe how the proposed process will be implemented. (See §3.10). Specifically, the Offeror should:
1. Acknowledge the obligation per §3.10.3.1 for Permanent Employees (See §1.2.62) to participate in mandatory Department security orientation and training for up to forty (40) hours prior to beginning work under the Contract except for any persons who are documented as having previously received such training and have not had a break in working in a Department facility of more than 40 days, and describe how this obligation will be satisfied.
 2. Include an outline, and preferably at least draft content, of the Non-Permanent Employees basic orientation training in accordance with §3.10.5.10.
- B. Competency Related Training



Acknowledge the obligation for competency related orientation and training of Staff and describe how the proposed process will be implemented. (See §3.10). Specifically, the Offeror should:

1. Acknowledge the obligation to provide competency oriented training for new Staff per §3.10.1.2, and include an outline of the content and duration of the training and the qualifications of proposed instructors and/or nature of on-line, computer-based or pre-recorded instruction.
 2. Acknowledge the obligation to provide a plan and schedule for regular competency based in-service trainings following orientation with On-site follow up training for Dental Professionals, and an understanding of the criticality of such training by reference to the intended scope of competency evaluation and provide a description of how the proposed process will be implemented within any individual Service Delivery Area or institution to meet the standards of any certification, including but not limited to ACA, maintained in that SDA or institution. (See §§ 3.10.1.2.3, 3.10.1.3 and 3.10.1.4)
 3. Include a set of sample lesson plans and subsequent checklists to be used to accomplish the competency based in-service training.
10. Propose a program of Continuous Quality Improvement (CQI) that is fully compliant with all requirements of § 3.28.
11. Acknowledge the purchasing and inventory responsibilities of the Contractor as per § 3.21, and describe how those responsibilities will be satisfied. Acknowledge the requirement to:
- A. Purchase and provide all necessary supplies and equipment except as stated in §3.21.1.1.1, and pay for all Contractor purchased supplies and equipment except as stated in, §3.21.1.2.4, §3.21.2 and §3.21.5.3.1. Describe the procedure and timeframes for obtaining needed equipment, especially the required replacement of equipment in accordance with § 3.21.3.
 - B. Properly maintain all equipment and describe how this will be accomplished.
 - C. Cooperate with the Medical Contractor in maintaining an up-to-date inventory and maintenance database of all equipment. Acknowledge the requirement for an annual inventory and participation in a contract start-up and contract-ending inventory, in cooperation with Department personnel and a current or successor contractor, including when the Contractor wins a successor contract.
 - D. To evidence its ability to satisfy the requirements of §3.21.6.1, the Offeror shall identify all furniture, equipment, instruments/utensils, supplies, etc. that it will provide to create a dental suite at JCI. All identified items shall be fully described as follows:
 - Description, including, as applicable, functions and features/attributes
 - Name of the manufacturer
 - Model/make number or name
 - Quantity of each supplied item
 - Expected useful life



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- Qualitative description, including independent comparative analysis with similar available items, if available
 - Rationale for selecting the particular item in contrast to any other available item of a similar nature, including beneficial aspects/characteristics.
 - Projected timeframe for installation for major pieces of furniture and equipment
 - Maintenance requirements

Also, included in the response to this section should be:

- The identification and qualifications of personnel who will supervise the installation of the suite.
- The testing process to ensure that all aspects of the suite are fully functioning no later than 60 days from the Go Live Date.
- Any additional information deemed worthy of disclosure

12. Acknowledge that the Contractor bears ultimate responsibility for the delivery of dental health care to the Inmate population in all DPSCS facilities through a system of Intake screening and Referral by the Medical Contractor, Admission examinations, dental sick call and in accordance with each Inmate's dental treatment plan.

A. Acknowledge that the Offeror if selected for award will pay the costs of:

1. Off-site Inmate medical care if a Dental Professional sends an Inmate for Off-site care without obtaining Medical UM concurrence, as per §3.22.5.7.1.

2. Laboratory services ordered by Dental Professionals without approval of the Medical Contractor, in conformance with §3.22.7;

3. Off-site Inmate medical care if the Inmate must receive such Off-site medical care as a consequence of a dental procedure being conducted without consulting with the Medical Contractor about an abnormal test result, in accordance with § 3.22.10.1.

B. In conformance with § 3.29, describe how all Peer Review requirements will be met. Also, note acceptance of the requirement of § 3.36.2.3.2 to provide priority notification if a specific Dental Professional (See §3.29.1) is determined not to meet professional standards, and describe what action will be taken regarding a specific Dental Professional judged not to meet professional standards.

C. In conformance with § 3.30, describe how all Risk Management requirements will be met.

D. Describe how the requirements of § 3.34 concerning sexual assault will be fulfilled.

13. Set forth a plan for assessing and if necessary the initial treatment of all Inmates located or arriving at any DPSCS facility, including BCBIC and DOC facilities, referred by the Medical Contractor with Emergent or Urgent conditions (See § 3.17)

14. Acknowledge the criticality of dental Sick Call services to the Inmate population and commit to providing an efficient and timely system of dental Sick Call that is capable of identifying urgent



needs and providing Inmates with necessary dental care consistent with Custody restrictions, and describe how dental Sick Call services will be provided. Describe the web-based scheduling software application to provide monthly staffing schedules that can be centrally accessed by appropriate Department personnel. (See §3.23.1.1)

15. Include Quality Assurance and Performance Measurements that:
 - A. Assure the delivery of an effective Continuous Quality Improvement program (See § 3.28) and Utilization Management / Utilization Review program (See § 3.37); and
 - B. Measure Staff performance.
16. Describe how the Offeror will handle all aspects of the administration of medications, to include:
 - A. Ensuring that it will prescribe medications as medically necessary and appropriate
 - B. Storing and administering medications in its possession in compliance with relevant Regulatory Boards, DHMH, DEA, and any other State and federal guidelines, and ensuring that all local, State and federal regulations regarding the dispensing of medications are followed.
17.
 - A. § 3.35.3, Describe how the Offeror will assure that all appropriate Staff receive timely NextGen training, and how many NextGen Super Users will be provided in each Service Delivery Area, their training and skill sets and how they will be available to provide assistance to dental services Staff.
 - B. § 3.35.6, acknowledge agreement with the requirement to relinquish proprietary rights to any form created for use under the Contract and to cooperate with Department IT staff or any IT Contractor in the supplementation of the EHR.
18. In response to § 3.46 describe how the Offeror will fully comply with all transition and close-out requirements of this section.
19. Describe how the Offeror will fully comply with all requirements of § 3.27 concerning grievances and complaints 20. In conformance with the Non-Compete Clause Prohibition contained in §1.36, each Offeror is to certify in its Technical Proposal that it will not seek to prevent any of its employees and agents below the Statewide management level from obtaining employment with a successor contractor.
21. In response to RFP § 3.18 the Offeror should acknowledge the requirements for an On-call Dentist to be available to respond within the specified timeframes to calls from any facility when a Dentist is not present at a facility and to physically be present at a facility when deemed necessary. The Offeror shall also describe how it will assure that back-up Dentists will be available for any occasion when a primary On-call Dentist does not respond as required.

TAB E. OFFEROR WEB-BASED STAFFING SOFTWARE SYSTEM



In response to RFP § 3.6.4, the Offeror must describe in its technical response its current web-based staffing software to build and publish employee schedules online which communicate staffing schedules, or a draft Plan for providing the solution.

TAB F. OFFEROR CREDENTIALING PROCEDURES AND ELECTRONIC STAFFING CREDENTIALS SYSTEM

In response to RFP § 3.8.2, the Offeror must describe in its technical response the Offeror's: **1.** Procedures to ensure that all Dental Professionals are properly credentialed prior to being permitted to provide any services required under the RFP; **2.** Current web-based document management system that provides storage, retrieval, reporting and auditing capabilities for all of the Offeror's Staff credentials/license renewals, or a draft Plan for providing the solution;. The described web-based document management system must provide searchable, read-only access to ACOMs and other appropriate DPSCS personnel made accessible via secure (password protected) internet or LAN connection.

TAB G. OFFEROR ELECTRONIC TRAINING, SCHEDULING AND PEER REVIEW

In response to RFP § 3.10 and § 3.36, the Offeror must describe in its technical response the Offeror's current database and/or software System to create a database, or a draft Plan for developing and maintaining a database with searchable, read-only access to the DPSCS Contract Manager made accessible via secure (password protected) internet or LAN connection. It is preferred that this System be NetDocuments™; however, the Offeror may propose a different database System. If the Offeror believes any System other than NetDocuments™ should be used, it should describe in its Technical Proposal the proposed database solution in detail, how this proposed solution provides all required capabilities and why it believes this solution is preferable over NetDocuments™. During the evaluation of a Proposal by any Offeror to implement a database System other than NetDocuments™, the Offeror will be advised during the clarification/cure process if such alternate System is unacceptable, in which case the Offeror may be required to agree, in writing, to implement NetDocuments™ to include the following:

- Logs of staff/employee attendance at Contractor orientation, training and refresher training sessions.
- In-Service Training Schedules
- For any in-service that does not exclusively apply to dental services, describe how it shall reserve 10% of its database to allow Other Healthcare Contractors to upload this information to the In-Service Training database.
- Date of Peer Review completion. (See § 3.29)

TAB H. OFFEROR ELECTRONIC DOCUMENT MANAGEMENT SOLUTION SYSTEM



In response to RFP § 3.15, the Offeror must describe in its technical response the Offeror's current solution, or a draft Plan for developing and maintaining a web-based document management solution that provides storage, retrieval, reporting and auditing capabilities for all of the Contractor's policies and procedures. It is preferred that this System be NetDocuments™; however, the Offeror may propose a different document management system. If the Offeror believes any System other than NetDocuments™ should be used, it should describe in its Technical Proposal the proposed document management solution in detail, how it provides the capabilities listed above and why it believes this solution is preferable over NetDocuments™. During the evaluation of a Proposal by any Offeror to implement a document management system other than NetDocuments™, the Offeror will be advised during the clarification/cure process if such alternate system is unacceptable in which case the Offeror may be required to agree, in writing, to implement NetDocuments™.

TAB I. OFFEROR DRAFT PLAN FOR EMERGENCY PREPAREDNESS, PARTICIPATION IN DRILLS AND REHEARSALS, AND OTHER EMERGENCY SCENARIOS

A. In response to RFP § 3.39.2.1, the Offeror must describe in its technical response the Offeror's current Emergency Management Plan for mass outbreaks of infectious disease.

B. In response to RFP § 3.39.3, the Offeror must commit in its technical response to participate in disaster and other types of drills and rehearsals, including repeating such activities if the results of a drill or rehearsal is deemed unsatisfactory.

TAB J. PERSONNEL/RESUMES

Personnel Identification Caveat

Where the identification of specific persons to staff specific positions and associated resumes is requested, although it is desirable for Offerors to submit the resumes of such personnel, it is recognized that in some circumstances (such as planning to retain existing staff) that may not be practical. Accordingly, Offerors are permitted to submit qualifications and explanations of the type of staff they will be seeking and the manner in which they will recruit such staff. In recognition of the possibility that existing staff either may decline to be employed by an Offeror or the Offeror does not choose to hire one or more existing personnel, Offerors should describe how they will staff positions under either of these circumstances. Moreover, as per Technical Proposal evaluation criterion in § 5.2.2 (Staffing), more consideration will be given to Offerors that can and do provide resumes instead of qualifications/explanations.

The Offeror must describe its personnel capabilities in compliance with the overall performance requirements of the RFP. Resumes should be provided for all Key Personnel proposed for this project. (See the Personnel Identification Caveat above). Key Personnel include: the Statewide Dental Director (See §1.2.21), Contract Manager (See § 1.2.20) and regional managers and/or Dentists (if the Contractor proposes to use such positions).



Specifically describe the authority the Offeror's Contract Manager and Statewide Dental Director will have, both relative to each other and to "home office" or higher level officials of the Offeror.

For each Key person, submit a written description of the individual(s) job description, where that position falls within the organization's hierarchy (i.e. position authority level), their current duties and responsibilities and an outline of the individual(s)'s overall managing experience and abilities.

Also, acknowledge the requirements of § 3.44 pertaining to the substitution of personnel and the Offeror's intent to fully comply with the requirements of this section.

**TAB K. OPTIONAL DIGITAL X-RAY EQUIPMENT AND DIGITALIZED
CONVERSION SERVICES**

A. In response to RFP § 3.21.6.2.3, the Offeror must describe in its technical response how it will implement the optional complete digital dental X-ray system. Such description shall include the specific type and number of machines, their capabilities and where they will be located.

The technical response shall also describe:

1. The timeframe and milestones for implementation if such option is exercised by the Department;
2. As far as can reasonably be ascertained, whether the proposed system can be installed, made completely operational and function to its maximum capability within the existing Department provided infrastructure, to include space, electrical, air conditioning, and bandwidth requirements;
3. The Help Desk and on-going troubleshooting support that will be available, including the hours of the day, days of the week and duration after implementation of the support.
4. How its system will integrate with NextGen, including any configuration requirements, and the flexibility of the proposed system to integrate with any EHR that might replace NextGen.
5. The required implementation efforts/cooperation by the Department and/or Other Healthcare Contractors, to specifically include training requirements; and,
6. Consistent with the requirements of §3.3.5, the percentage of the Offeror's quoted acquisition/implementation price to be paid based on milestones and acceptance.

NOTE: Do not provide any actual dollar prices in this technical response; simply percentages.

B. As an alternative to implementing a completely new statewide digital dental X-ray system including the replacement of the existing equipment listed in §3.21.6.2.4 as described in response to §A of this TAB K, Offerors are also to discuss the advantages and disadvantages of digitizing (converting) analog x-rays to digital format from both a performance/functionality and price basis. In contrasting the advantages and disadvantages of digitizing (converting) analog x-rays to digital format versus installing a complete new digital dental x-ray system, the analysis shall satisfy the requirements of §3.21.6.2.3 a-e, and include discussions of the same 6 issues listed in §A of this TAB K.



In discussing the price differences between the complete new system versus digitizing analog X-rays to digital format do not disclose any actual prices. Instead, provide approximate percentage differences between the two approaches. e.g., digitizing would be approximately 15% less expensive than a complete new system. However, actual price differences are to be provided in the Financial Proposal on form F-3 where indicated.

The Department reserves the right at its sole option to accept digitizing (converting) analog x-rays to digital format rather than implementing a complete new digital dental X-ray system.

TAB L. OFFEROR EXPERIENCE, CAPABILITIES, AND REFERENCES

Offerors shall include reference information on past experience(s) with similar requirements. Offerors shall describe their experience and capabilities through a response to the following:

1. An overview of the Offeror's experience providing services similar to those included in this RFP. This description shall include:
 - 1) A summary of the services offered
 - 2) The number of years the Offeror has provided these services
 - 3) The number of clients and geographic locations the Offeror currently serves
 - 4) A listing of Dental Correctional contracts since 2000; for each contract specify the following:
 - a) The dates of the contract duration;
 - b) The type of contracting government and facility served; e.g., federal, State, County, detention/Booking Facility (adult/juvenile);
 - c) A summary of the services offered;
 - d) The type of service (staffing only; full dental services; full medical, dental, mental health, pharmacy services; and/or consulting)
 - e) Indicate contracts that utilized performance based outcomes;
 - f) Indicate any contracts using Electronic Health Records;
 - g) Indicate experience with research based, best practices;
 - h) List additional experiences the Offeror would like the Department to consider.
2. All references shall include the identification of all contracts that the Offeror has undertaken with a similar scope of work as presented in the body of this RFP. Identify the entity contracted with, the general scope of services provided, the number of Inmates/clients serviced and the duration of the contract. If the contract is current identify a contact person for a reference. If the contract is not current, indicate the cause for termination.
3. As part of its offer, each Offeror is to provide a list of all contracts with any entity of the State of Maryland that it is currently performing or which have been completed within the last 5 years. For each identified contract the Offeror is to provide:
 - The State Contracting entity
 - A brief description of the services/goods provided



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- The dollar value of the contract
 - The term of the contract
 - The State employee contact person (name, title, telephone number and if possible e-mail address)
 - Whether the contract was terminated before the end of the term specified in the original contract, including whether any available renewal option was not exercised.

Information obtained regarding the Offeror's level of performance on State Contracts will be considered as part of the experience and capabilities evaluation criterion of the RFP. (See § 5.2)

Note: The State shall have the right to contact any reference and request site visits to the Offeror's office(s) as part of the evaluation and selection process.

4. The Offeror shall submit a Corporate Fact Sheet, that includes but is not limited to the Offeror's Corporate history, primary areas of specialization, and company size.
5. The Offeror shall evidence that it meets **all** Minimum Qualifications in RFP § 2,

TAB M. LITIGATION / LEGAL ACTIONS

Describe any litigation and/or government action taken, proposed or pending against your company or any entities of your company during the most recent five (5) years. This information shall include notice whether the Offeror's organization has had its registration and/or certification suspended or revoked in any jurisdiction within the last 5 years, along with an explanation. In addition, provide a Legal Action Summary. This Summary must include:

- a. A statement as to whether there are any outstanding legal actions or potential claims against the Offeror and a brief description of any action.
- b. A brief description of any settled or closed legal actions or claims against the Offeror over the past five (5) years.
- c. A description of any judgments against the Offeror within the past five (5) years, including the case name, number court, and what the final ruling or determination was from the court.
- d. In instances where litigation is on-going and the Offeror has been directed not to disclose information by the court, provide the name of the judge and location of the court.

If an Offeror responds to this TAB with a generic statement such as, "See 10K" or "See SEC filing":

- The referenced document must be included in the Technical Proposal
- The location within the document where the requested information can be found should be specifically noted
- The information contained in the indicated section should be responsive to the information requested under this TAB. A generic statement in the document to the effect that there



often are what might be called nuisance lawsuits filed against the Offeror will only be sufficient if it is a true statement. i.e., the Offeror is asserting that in its opinion no lawsuit filed against it is noteworthy.

TAB N. TERMINATED CONTRACTS

The Offeror must provide a list of any contracts with any entity, public or private that have been terminated, for convenience or cause, within the past five years. Terminated contracts for convenience include contracts with renewal options when an available option was not exercised by the contracting entity (customer). For any such instance, identify:

- The contracting entity
- The nature of the contract
- The value of the contract
- The intended original term of the contract
- At what stage of the contract it was terminated
- The reason for the termination
- A contact person at the contracting entity that can be contacted for verification of the provided information, or for additional information. The contact person information should include the name and title of the contact, along with a phone number and email address.

TAB O. FINANCIAL CAPABILITY AND INSURANCE:

The Offeror must provide:

- a) Evidence that the Offeror has the financial capacity to provide the services by submitting profit and loss statements and balance sheets for its two most recent fiscal years demonstrating fiscal solvency.
- b) A copy of the Offeror's current certificates of insurance which, at a minimum, should contain the following:
 - Carrier (name and address)
 - Type of insurance
 - Amount of coverage
 - Period covered by insurance
 - Exclusions

TAB P. ECONOMIC BENEFIT FACTORS

NOTE: In providing the information required in this section, the Offeror should state its level of commitment per \$100,000 of Contract value. In other words, for each \$100,000 of Contract value, state



how many Maryland jobs will be created, what Maryland tax revenue will be generated, how much will be paid to Maryland subcontractors, etc.

Offerors shall submit with their Proposal a narrative describing benefits that will accrue to the Maryland economy as a direct or indirect result of their performance of this contract. Proposals will be evaluated to assess the benefit to Maryland's economy specifically offered.

Proposals that identify specific benefits as being contractually enforceable commitments will be rated more favorably than Proposals that do not identify specific benefits as contractual commitments, all other factors being equal.

Offerors shall identify any performance guarantees that will be enforceable by the State if the full level of promised benefit is not achieved during the contract term.

As applicable, for the full duration of the Contract, including any renewal period, or until the commitment is satisfied, the Contractor shall provide to the procurement officer or other designated Department personnel reports of the actual attainment of each benefit listed in response to this section. These benefit attainment reports shall be provided quarterly, unless elsewhere in these specifications a different reporting frequency is stated.

Please note that in responding to this section, the following do not generally constitute economic benefits to be derived from this Contract:

1. generic statements that the State will benefit from the Offeror's superior performance under the contract;
2. descriptions of the number of Offeror employees located in Maryland other than those that will be performing work under this contract; or
3. tax revenues from Maryland based employees or locations, other than those that will be performing, or used to perform, work under this contract.

Discussion of Maryland based employees or locations may be appropriate if the Offeror makes some projection or guarantee of increased or retained presence based upon being awarded this contract.

Examples of economic benefits to be derived from a contract may include any of the following. For each factor identified below, identify the specific benefit and contractual commitments and provide a breakdown of expenditures in that category:

- The contract dollars to be recycled into Maryland's economy in support of the contract, through the use of Maryland subcontractors, suppliers and joint venture partners.
- The number and types of jobs for Maryland residents resulting from the contract. Indicate job classifications, number of employees in each classification and the aggregate payroll to which the Contractor has committed, including contractual commitments at both prime and, if applicable, subcontract levels.



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- Tax revenues to be generated for Maryland and its political subdivisions as a result of the contract. Indicate tax category (sales taxes, payroll taxes, inventory taxes and estimated personal income taxes for new employees). Provide a forecast of the total tax revenues resulting from the contract.
 - Subcontract dollars committed to Maryland small businesses and MBEs.
 - Other benefits to the Maryland economy which the Offeror promises will result from awarding the contract to the offeror, including contractual commitments. Describe the benefit, its value to the Maryland economy, and how it will result from, or because of the contract award. Offerors may commit to benefits that are not directly attributable to the contract, but for which the contract award may serve as a catalyst or impetus.

TAB Q. SUBCONTRACTORS

Offerors must identify subcontractors (including MBE subcontractors), if any, and the role these subcontractors will have in the performance of the Contract. Specific Contract related staffing to be provided by any subcontractor is to be identified in response to §4.4.2 Tab D, 6. However, the justification for the provision of such Staff should be explained under this Tab.

TAB R. PROBLEM ESCALATION CLAUSE

In response to RFP §3.43, the Offeror must provide a draft procedure that includes, names, titles, telephone numbers and email addresses of individuals to be contacted by the Department's Contract Manager should problems arise under the Contract and explain how problems with work under the Contract will be escalated in order to resolve any issues in a timely manner. Final procedures must be submitted as indicated in § 3.43.2

TAB S. The following documents must be submitted with the original Technical Proposal:

BID/PROPOSAL AFFIDAVIT (Attachment B)

MBE FORM (Attachment D-1 – Certified Utilization and Fair Solicitation Affidavit)

LIVING WAGE AFFIDAVIT (Attachment K)

LOCATION OF THE PERFORMANCE OF SERVICES DISCLOSURE (Attachment Y)

INVESTMENT ACTIVITIES IN IRAN CERTIFICATION (Attachment Z)



4.5 Volume II – Financial Proposal

- 4.5.1 Under separate sealed cover from the Technical Proposal and clearly identified with the same information noted on the Technical Proposal, the Offeror must submit an unbound original, six (6) copies, and 2 CDs containing an electronic version in Microsoft Word of the Financial Proposal. The Financial Proposal must contain all cost information in the format specified below and the Proposal Price Forms (F-2 and F-3) must be submitted and completely filled in (no blanks or omissions).
- 4.5.2 Do not change or alter these forms.
- 4.5.3 Each Proposal Price Form (F-2 and F-3) is to be signed and dated by an individual who is authorized to bind the firm to the prices offered. Enter the title of the individual and the company name in the spaces provided.
- 4.5.4
- All Unit and Extended Prices must be clearly typed with dollars and cents, e.g., \$24.15.
 - All Unit Prices must be the actual price the State will pay for the proposed item price per this RFP and may not be contingent on any other factor or condition in any manner.
 - Nothing shall be entered on, attached to, or referenced on the Proposal Price Forms that alters or proposes conditions or contingencies on the Proposal response.
- 4.5.5 Attachment F-2 is the Offeror's Proposed Price per Contract Period for the first three Contract Periods. **The Offeror is to enter its Proposed Price for Contract Periods 1, 2, and 3 in column D in the cells highlighted in yellow.** This price is to be inclusive of all costs. The Form automatically will divide the Contract Period Price by 12 to calculate the Offeror's Calculated Monthly Price for each Contract Period. This Calculated Monthly Price will be the basis for payments to the Contractor. For purposes of evaluation, the Contract Period Price for Period 4 will be calculated at the Contract Period 3 Price with a 3% inflation adjustment, and the Contract Period Price for Period 5 will be calculated at the Contract Period 3 Price with a 6.09% inflation adjustment. The Form automatically will calculate the Offeror's 5-Contract Period Evaluated Price. The Total Evaluated Price will constitute each Offeror's Financial Proposal, and the price that will be combined with each Offeror's technical ranking to determine the overall most advantageous offer to the Department.

Additionally, in accordance with the requirements of §3.3.2 monthly payment adjustments for a Contract Period will only be made as of June 30th of each Contract Period. The Form automatically will divide the Calculated Monthly Price by the Estimated Average Daily Inmate Population (EADP) to establish the Per Inmate Monthly Payment Adjustment Factor (PAF) to be used to adjust monthly payments in any Contract Period when the Actual Average Daily Population (AADP) varies from the EADP by more than 1,000 (plus or minus). When such adjustments are required, the payment increase or reduction will be calculated by multiplying the PAF by the number of inmates that exceed the 1,000 threshold. For example, if the AADP for a given Contract Period is 1,050 more or less than the EADP, then the PAF will be applied (plus or minus) for 50 inmates.



4.5.6 The Offeror must submit separate firm fixed prices (See §3.3.5) to provide acquisition and implementation of Digital X-ray conversion/equipment replacement, as described in §§ 1.3.2, 3.3.5, 3.21.6.2 and 4.4.2 Tab K. (See Attachment F-3).

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SECTION 5 - EVALUATION CRITERIA AND SELECTION PROCEDURE

5.1 Evaluation Committee

Evaluation of the Proposals will be performed in accordance with COMAR 21.05.03 by a committee organized for that purpose and based on the evaluation criteria set forth in §5.2. The Evaluation Committee will review Proposals, participate in Offeror oral presentations and discussions and provide input to the Procurement Officer. The Department reserves the right to utilize the services of individuals outside of the established Evaluation Committee for advice and assistance, as deemed appropriate.

5.2 Technical Criteria

The criteria to be applied to evaluate each Offeror's Technical Proposal are listed below in descending order of importance:

1. **Work Plan.** Offeror's response to work requirements in the RFP that illustrates a comprehensive understanding of work requirements to include an explanation of how the work will be done. Except when only an acknowledgement of a requirement is requested, responses to work requirements such as "concur" or "will comply" will receive a lower evaluation ranking than responses that demonstrate an understanding of a work requirement and include a plan to meet or exceed the requirement. (Ref. Section 3)
2. **Staffing of the Offeror,** including subcontractors and specialists, including the number and type of personnel proposed, the skills and experience of such personnel, the proposed minimum and average salary or hourly payment rates, available personnel benefits and described approaches to recruit, retain and train such personnel. For Key and other high level personnel Offerors identifying specific individuals with resumes, references, etc. will receive more consideration, assuming the identified personnel are judged acceptable, than Offerors that do not identify specific personnel, but only describe desired characteristics of such personnel for recruitment purposes.
3. **Offeror Experience and Capabilities.**
4. **Optional Digital Dental X-ray and Digitalized Conversion Systems,** to include both the capabilities of the proposed system and the degree to which it can be fully implemented within existing Department infrastructure constraints.
5. **Economic Benefit Factors.**

5.3 Financial Criteria

All qualified Offerors will be ranked from the lowest to the highest price based on their total price proposed.



5.4 Reciprocal Preference

Although Maryland law does not authorize procuring agencies to favor resident Offerors in awarding procurement contracts, many other states do grant their resident businesses preferences over Maryland Contractors. Therefore, as described in COMAR 21.05.01.04, a resident business preference shall be given if: a responsible Offeror whose headquarters, principal base of operations, or principal site that shall primarily provide the services required under this RFP is in another state submits the most advantageous offer; the other state gives a preference to its residents through law, policy, or practice; and, the preference does not conflict with a Federal law or grant affecting the procurement contract. The preference given shall be identical to the preference that the other state, through law, policy or practice gives to its residents.

5.5 Selection Procedures – General Selection Process

The contract will be awarded in accordance with the competitive sealed proposals process under Code of Maryland Regulations 21.05.03. The competitive sealed proposals method is based on discussions and revision of proposals during these discussions.

Accordingly, the State may hold discussions with all Offerors judged reasonably susceptible of being selected for award, or potentially so. However, the State also reserves the right to make an award without holding discussions. In either case of holding discussions or not doing so, the State may determine an Offeror to be not responsible and/or its Proposal not reasonably susceptible of being selected for award, at any time after the initial closing date for receipt of Proposals and the review of those Proposals.

5.6 Selection Procedures – Selection Process Sequence

- 1) The first level of review will be an evaluation to assess compliance with the Offeror Minimum Requirements set forth in **Section 2 – Minimum Qualifications** of the RFP. Offerors who fail to meet these basic requirements will be disqualified and their Proposal eliminated from further consideration.
- 2) The next level of review will be an evaluation for technical merit. During this review oral presentations and discussions may be held. The purpose of such discussions will be to assure a full understanding of the State's requirements and the Offeror's ability to perform, and to facilitate arrival at a Contract that will be most advantageous to the State. The Procurement Officer will contact Offerors when the oral presentation schedule is set by the State.
- 3) Offerors shall confirm in writing any substantive oral clarification of, or change in, their Proposal made in the course of discussions. Any such written clarification or change then becomes part of the Offeror's Proposal.
- 4) The Financial Proposal of each Qualified Offeror (See COMAR 21.05.03.03.C) will be evaluated separately from the technical evaluation. After a review of the Financial Proposals of Qualified



Offerors, the Procurement Officer may again conduct discussions to evaluate further the Offeror's entire Proposal.

- 5) When in the best interest of the State, the Procurement Officer may permit Qualified Offerors to revise their initial Proposal and submit, in writing, best and final offers (BAFOs).

5.7 Selection Procedures

Upon completion of all discussions and negotiations, reference checks and site visits, if any, the Procurement Officer will recommend award of the Contract to the responsible Offeror whose Proposal is determined to be the most advantageous to the State considering technical evaluation and price factors as set forth in this RFP. In making the most advantageous Offeror determination, technical factors will have equal weight with price factors.

The final award approval will be made by the Board of Public Works.

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ATTACHMENTS

In addition to eMaryland Marketplace (<http://emaryland.buyspeed.com>), all Attachments are posted at <http://www.dpscs.state.md.us/publicservs/procurement/ih/> and www.dbm.maryland.gov as separate electronic files

ATTACHMENT A	.....	Contract
ATTACHMENT B	.....	Bid/Proposal Affidavit
ATTACHMENT C	.....	Contract Affidavit
ATTACHMENT D	.....	Minority Business Enterprise Participation Forms
ATTACHMENT E	.....	Pre-Proposal Conference Response Form
ATTACHMENT F	.....	Proposal Price Form – Dental Services
ATTACHMENT G-1	.....	DPSCS Overview
ATTACHMENT G-2	.....	DPSCS Average Daily Population
ATTACHMENT H-1	.....	Duvall vs. O’Malley Consent Decree
ATTACHMENT H-2	.....	Duvall vs. O’Malley Consent Decree Annotated
ATTACHMENT I	.....	Dental Equipment Inventory/Condition
ATTACHMENT J	.....	Vendor Electronic Funds Transfer (EFT) Registration
ATTACHMENT K	.....	Living Wage Requirements
ATTACHMENT L	.....	Facility-by-Facility Medication Distribution Method Requirements
ATTACHMENT M-1	.....	DOC ARP Policy 185.003
ATTACHMENT M-2	.....	DOC ARP Policy 185.002
ATTACHMENT M-3	.....	DPDS Adult Help Request Process 180.4
ATTACHMENT M-4	.....	DPDS Adult Grievance Procedures 180.1
ATTACHMENT N	.....	Suggested Dental Staffing Pattern
ATTACHMENT O	.....	Release Policy
ATTACHMENT P	.....	Dental Liquidated Damages Table
ATTACHMENT Q	.....	IMMS Policy
ATTACHMENT R	.....	Suicide Prevention Program/Manual
ATTACHMENT S	.....	Medical Evaluations Manual – Chapter 11
ATTACHMENT T	.....	Infection Control Reporting Form
ATTACHMENT U	.....	Medical Record Manual
ATTACHMENT V	.....	Medicaid Eligibility Forms
ATTACHMENT W	.....	Contract Compliance Checklist
ATTACHMENT X	.....	Reports and Meetings
ATTACHMENT Y	.....	Location of the Performance of Services Disclosure
ATTACHMENT Z	.....	Investment Activities in Iran Certification
ATTACHMENT AA	.....	CPI Medical Services Index FY12
ATTACHMENT BB	.....	CDF (formerly MCAC) MOU



Request for Proposals (RFP)
Inmate Dental Services

Solicitation No:
DPSCS Q0013030
