DEPARTMENT OF
BUDGET & MANAGEMENT

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Governor

ANTHONY BROWN
Lieutenant Governor

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Secretary

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Deputy Secretary

Amendment #4
to
REQUEST FOR PROPOSALS (RFP)
DPSCS INMATE MEDICAL HEALTH CARE AND UTILIZATION SERVICES
SOLICITATION NUMBER DPSCS Q0012013
OCTOBER 31, 2011

Ladies and Gentlemen:

This Addendum is being issued to amend and clarify certain information contained in the above named RFP. All information contained herein is binding on all Offerors who respond to this RFP. Specific parts of the RFP have been amended. The following changes/additions are listed below; new language has been double underlined and marked in red bold (ex. **new language**) and language deleted has been marked with a strikeout (ex. ~~language deleted~~).

1. Revise **Key Information Summary Sheet**, as follows:

Closing Date and Time: ~~**Wednesday, September 7, 2011 at 2:00 PM (Local Time)**~~
~~**Wednesday, October 19, 2011 at 2:00PM (Local Time)**~~
~~Tuesday, November 15, 2011 at 2:00PM (Local Time)~~
Tuesday, November 29, 2011 at 1:00PM (Local Time)

2. Revise Section 1.2 (**Abbreviations and Definitions)** on pages 9 through 17, as follows:

1.2.44 "**Fill Rate**" means the monthly percentage of hours filled per ~~job category~~ **clinical position** per SDA 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.

1.2.70 "**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).** ~~that work under the Contract is to begin as of a specified date. The start date listed in the NTP is the official start date of the Contract~~.

After ~~Contract Commencement~~ **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, or if the Department decides to exercise any of the optional services identified in this RFP.

1.2.74 "**Offsite Secondary Care**" means all emergency room services, specialty consultations and clinics not provided at any Department location, inpatient hospitalizations, **associated physician services** and related diagnostic procedures ~~stemming from~~ **associated with** the inpatient hospitalization. **It also includes Ambulatory outpatient services (ER, etc.), specialty care consultations (orthopedic, dermatology, etc.) and outpatient offsite diagnostic testing (CT scan, MRI, etc.).**

1.2.81 "**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.

1.2.101 "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".

3. Revise Section 1.2 (**Abbreviations and Definitions)** to **add** the following term/definition:

1.2.112 "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.

4. Revise Section 1.3 (**Contract Type)** on page 17, as follows:

3. The ~~third~~ **final** contract type component involves Firm Fixed Prices for the **various component prices for the** three Optional Services described in RFP § 3.3.4 and 4.5 and Attachment**s, F-3,** F-4 **and F-5**). (See COMAR 21.06.03.02 A.(1)).

NOTE: #1 and #2 is unchanged.

5. Revise Section 1.4 (**Contract Commencement and Duration)** on pages 17 through 18, as follows:

1.4.1 The Contract that results from this RFP shall commence as of the date the Contract is signed by the Department following approval of the Contract by the Board of Public Works ("Contract Commencement").

~~1.4.1.1~~ **1.4.2** From the date of Contract Commencement through December 31, 2011, 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 (defined below)** ~~January 1, 2012, or a later date contained in a Notice to Proceed issued by the Procurement Officer~~. 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** ~~date it initiates the delivery of Contract services, on January 1, 2012, or later date as contained in a Notice to Proceed issued by the Procurement Officer~~.

~~1.4.2~~ **1.4.3** As of January 1, 2012, 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.

~~1.4.3~~ **1.4.4** The duration of the Contract will be from the date of Contract Commencement through June 30, 2017~~.~~ **for the provision of all services required by the Contract, the requirements of the RFP including the start-up activities described in 1.4.3, 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 § 3.3.5 and §3.77.3, to remit third party reimbursements to the Department as described in §3.77.2.1, and certain obligations as noted in §3.77.1 and the audit, confidentiality, document retention, and indemnification obligations of the Contract (Attachment A), shall survive expiration of the Contract and continue in effect until all such obligations are satisfied.

6. Revise Section 1.10 (**Proposals Due (Closing) Date**) on page 21, as follows:

An unbound original, to be so identified, and five (5) 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 ~~Wednesday, September 7, 2011~~ ~~Wednesday, October 19, 2011~~** ~~Tuesday, November 15, 2011~~ **Tuesday, November 29, 2011** in order to be considered. An electronic version (on CD) of the Technical Proposal in MS Word or Adobe PDF format must be enclosed with the original Technical Proposal. An electronic version (on CD) of the Financial Proposal in MS Word or Adobe PDF 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).

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 21.05.03.02(F) and 21.05.02.10, proposals received by the Procurement Officer after the due date, ~~**September 7, 2011**~~ ~~**October 19, 2011**~~ ~~November 15, 2011~~ **November 29, 2011** **at** ~~**2:00 PM**~~ **1:00 PM** **(local time)** shall not be considered.

Proposals may not be submitted by e-mail or facsimile. Proposals shall not be opened publicly.

7. Revise Section 1.11 (**Duration of Offer**) on page 21, as follows:

Proposals submitted in response to this RFP are irrevocable for 120 days following the closing date **for submission** 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.

8. Revise Section 1.33.3 (**Liquidated Damages)** on page 28, as follows:

1.33.3 ~~Through March 31, 2012~~ **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 V.

9. Revise Section 1.34 (**CPI Contract Price Adjustment)** on pages 28 through 29, as follows:

1.34.1 **Price Adjustment**

On July 1, 2015 and July 1, 2016, the Contractor shall be entitled to an adjustment to its Monthly Proposed Price (See § 3.3.2) At least **thirty (30)** ~~fifteen (15)~~ days prior to July 1, 2015 and July 1, 2016 the **DPSCS Contract Manager** ~~State~~ shall advise the Contractor of the permitted percentage adjustment for the Monthly Proposed Price. **No adjustment will be permitted for the prices quoted for the three optional services on price forms F-3, F-4 and F-5.** The adjustment shall be based on the change in the Consumer Price Index as described in **§ 1.34.2** ~~paragraph B~~ 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)** ~~thirty (30)~~ calendar days prior to the **3rd and 4th** contract anniversary date**s 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** ~~State's~~ 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 Monthly Proposed Price and corresponding Per Inmate price** ~~for each service~~. 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 FF).

1.34.2.1.2 Within fifteen (15) calendar days of the receipt of the **DPSCS Contract Manager's** ~~State's~~ notice of adjustment, the Contractor shall submit **its** ~~a schedule of~~ revised **monthly and corresponding per Inmate** rates to the Contract Manager in the same form as the "Financial Proposal Form" (**Amendment 4 –** Attachment F**-2**). The Contractor shall have the option of keeping existing prices or changing **its monthly, and corresponding per Inmate** ~~any~~ price.

1.34.2.1.3 Reduction in the CPI-U**, MCS will** ~~may~~ 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** ~~month~~ of the Contract. **This adjustment is further explained as follows.**

The 4th and 5th Contract Periods are anticipated to run from July 1, 2015 to June 30, 2016, and July 1, 2016 to June 30, 2017, 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 2014 through February 2015 to produce the adjustment calculation

for the 4th contract period that begins on 7/1/2015, and March 2015 through February 2016 to produce the adjustment calculation for the 5th contract period that begins on 7/1/2016.

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** ~~next annual period~~.

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** ~~for each Module~~, as follows:

1.34.2.2.1.1 Area: **U.S. All City Average (not seasonally adjusted)** ~~Washington–Baltimore, DC–MD–VA–WV Consolidated Metropolitan Statistical Area~~, Medical Care **Services** Index, entitled "Consumer Price Index for All Urban Consumers**, Medical Care Services (CPI-U, MCS)** ~~(CPI-U): Selected areas, by expenditure category and commodity and service group~~."

1.34.2.2.1.2 Series ID: **CUUR0000SAM2** ~~CUURA311SAM~~.

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** ~~paragraph B-(1)~~, 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** ~~within~~ the sole discretion of the **DPSCS Contract Manager** ~~State~~.

1.34.2.3 It is the Contractor's responsibility to present such evidence at least **sixty (60)** ~~ninety (90)~~ 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

10. Revise Section 1.35.4 (**Electronic Procurements Authorized)** on page 30, as follows:

1.35.4 In addition to specific electronic transactions specifically authorized in other sections of this RFP or IFB (e.g. **§1.31** ~~§1.30~~ related to electronic funds transfer (EFT)) and subject to the exclusions noted in section ~~E~~ **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;
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 section **1.35.5** ~~1.17.5~~ 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** ~~DBM~~ 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.

11. Revise Section 3.1.3 (**Introduction)** on page 33, as follows:

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 prices from Price Forms F-2, F-3, ~~or~~ F-4**, and F-5** as appropriate, regardless of the number during the Contract term.

Note: § 3.1.1 and § 3.1.2 are unchanged.

12. Revise various components of Section 3.2 (**General Provisions and Other Requirements)** on pages 33 through 35, as follows:

3.2.3.2 The Department Contract Manager, Medical Director and Director of Nursing, at their discretion, may designate the DPSCS Deputy Secretary or other designee to utilize such authority as described above. **(See also §3.2.12.2)**

3.2.6 The Contractor is responsible for the timely payment of all claims by those providing offsite hospital or specialty care to State Inmates pursuant to referral by the Clinician and in emergency cases. Any legal action, late fees, interest, etc. for unpaid claims or partial claim payment shall be the exclusive responsibility of the Contractor. **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 concerning the Contract term, § 3.3.5 concerning billing and §3.77.3 concerning an end of contract escrow account that will be established to help assure that the Contractor pays appropriate invoices it receives after the Contract ends)**

13. Revise Section 3.2 (**General Provisions and Other Requirements)** on pages 33 through 35, to add Section **3.2.14**:

3.2.14 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 healthcare services. (See also § 3.16.2). For instance, the Department has entered into an MOU with the Federal Bureau of Prisons regarding the management of federal Inmates at 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. Within 60 days after the Go Live Date (See § 1.4.3), the Contractor shall submit an NCCHC Compliance Plan to the DPSCS Contract Manager. The Contractor will be required to pay 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 HH (MCAC MOU).

14. Revise various components of Section 3.3 (**Billing)** on pages 36 through 39, Delete § 3.3.2.6.2 and add **§ 3.3.1.1.1, § 3.3.4.1.2 and § 3.3.4.1.3** as follows:

3.3.1 **Billing Frequency and Contract Periods**

3.3.1.1 The first monthly billing shall be for services performed from the 1st to the 15th of the month and the second monthly billing shall be for services performed from the 16th to the end of the month. For the first billing period of the month, the Contractor shall submit an invoice to the Department by the 20th of the same month. For the second billing period of each month, the Contractor shall submit an invoice by the 5th of the following month.

3.3.1.1.1 By the 10th of each month the Contractor shall submit a report to the DPSCS Contract Manager in the form and format as required that summarizes the clinical position hours required versus the actual clinical 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.

3.3.1.2 Except as noted below, for the first three Contract Periods the Contractor shall bill the Department for the 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 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 Attachment~~s~~ F-2 ~~& F-3~~)

3.3.2 **Billing Adjustment for Inmate Census Changes**

For all Contract Periods the Contractor's Monthly Price is subject to an adjustment for variations in the Inmate Average Daily Population for the month, described as follows.

In § 4.5 and Attachment F-1, it is explained that based upon the Estimated Annual Inmate Population a per-Inmate monthly rate will be established. If in any month of the Contract the Inmate Average Daily Population differs by more than 750 Inmates, either more or less, from the Estimated Annual Inmate Population listed in Attachment F **(F-2)**, the Contractor shall either increase or decrease, as appropriate, its Monthly Price by the Monthly Price Per Inmate times the number of Inmates in **excess** of the 750 variation limit, plus or minus.

For example: Per Attachment F-2 ~~and F-3~~ the Inmate Average Daily Population is estimated to be 26,025 for the first Contract Period. 750 Inmates above or below this level is 26,775 or 25,275. If in a given month of the first Contract Period the Inmate Average Daily Population for that month is 27,000, the Contractor may bill its Monthly Price Per Inmate as taken from Attachment F times 225 (27,000 less 26,775 = 225). The Contractor would then add the resulting total to its Monthly Price for the first Contract Period to produce the amount to be billed for the month in question.

Conversely, if the Average Daily Population for that month is 25,000, the Contractor must deduct from its Monthly Price invoice for the first Contract Period its Monthly Price Per Inmate for the first Contract Period as taken from Attachment F times 275 (25,275 less 25,000 = 275) to produce the amount to be billed for the month in question.

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 ~~and F-3~~ for the third Contract Period (~~25,695~~ **26,098**) shall be used.

3.3.2.2 The Inmate Average Daily Population shall be calculated by the Department on the 15th of that calendar month, **for the ADP of the previous month,** as reported to the Secretary of the Department in the ordinary course of business. **For example, the June ADP is published on July 15th.** This Inmate Average Daily Population level shall be used by the Contractor to produce the next two semi-monthly billings; the second billing of the same calendar month to be billed by the 5th of the following month, and the first billing of the following month to be billed by the 20th of the following month.

3.3.2.5 Except as described in § 3.3.2.6, the Contractor's Monthly Price from its financial proposal (Attachment F-2 ~~and F-3~~) shall cover all Staff services, specialist care, hospitalization, diagnostic and laboratory services, supplies, equipment (except as noted in § 3.21.1.4), the cost of all offsite services including hospitalization, all overhead and administrative costs, and any other costs associated with the full provision of care**, including any fees associated with licenses, certifications required by entities such as but not limited to ACA, NCCHC, Board of Nursing, CLIA 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 Monthly Price.

3.3.2.6 By providing the following numbers in § 3.3.2.6.1 ~~and § 3.3.2.6.2~~ the Department makes no representation that the number or cost of such Episodes (See § 1.2.42) during the term of the Contract will approximate these numbers. The Contractor must abide by its Financial Proposal prices from Price Form~~s~~ F-2 ~~or F-3~~, as appropriate, regardless of the number of Episodes during the Contract term, or their total cost.

~~3.3.2.6.2 At the option of the Department the threshold for the 50%/50% Hospital-Based Inpatient Care cost-sharing per Episode described in § 3.3.2.6.1 shall be lowered to $25,000. If this option is exercised by the Department all billings to the Department shall be based upon the separate $25,000 cost-sharing section of the Financial Proposal Form (Attachment F-3). During the last State fiscal year (2010), the total number of Hospital-Based Inpatient Care Episodes exceeding $25,000 was 95 cases and the total dollar amount was about $7,100,000.~~

3.3.3 **Billing Generally**

3.3.3.1 After the end of the Contract, the Contractor shall remain responsible for the payment of any medical services rendered by entities other than the Contractor during the Contract term for which billing has not been received as of the final day of the Contract. It shall be the Contractor's responsibility to inform all offsite vendors 90, 60 and 30 days prior to the end of the Contract of the need to submit any outstanding claims for reimbursement to the Contractor. **(See § 3.77.3)**

3.3.4 **Pricing for Optional Services**

In the event the Department directs the Contractor to implement any of the three optional Contract activities for which separate fixed prices have been quoted on Attachment F, (a new Inmate Health Record system, new digital X-ray system, and enhanced Telemedicine capabilities), the Contractor shall implement the respective system/enhancement as described in its final Technical Proposal for the quoted firm fixed prices per Form**s F-3,** F-4 **and F-5** for the Contract Period during which the **optional service is to be installed/implemented.** ~~NTE for the service is issued. e.g., if a NTE is issued on June 1, 2013, the 1st Contract Period fixed price will apply. For a NTE issued June 29, 2016, the 4th Contract Period price will apply.~~

The Department will only provide a Notice to Proceed (NTP) for an optional service to be installed/implemented as of the beginning of a Contract Period. e.g., if a NTP is issued on January 31, 2013, the installation/implementation of the optional service will start as of July 1, 2013 and the quoted prices for the 2nd Contract Period will apply. For a NTP issued June 29, 2016, installation/implementation will start as of July 1, 2016 and the appropriate 5th Contract Period prices will apply.

3.3.4.1 If the Department exercises the option to implement any or all of the three above described optional Contract activities, the Department will pay the Contractor **as follows:**

3.3.4.1.1 ~~t~~**T**he quoted firm, fixed price **for acquisition and implementation on price forms F-2, F-3 and F-4 will be** evenly amortized on a monthly basis over the remainder of the Contract term. e.g., if an optional activity with a quoted **acquisition and implementation** price of $240,000 is implemented with 24 months remaining in the Contract term, the Contractor will be paid $10,000 per month for each of those 24 months.

3.3.4.1.2 For all prices on price forms F-2, F-3 and F-4 other than for acquisition and implementation the Contractor will be paid 1/12th of the quoted firm, fixed price for each month of the Contract Period that remains after the optional service(s) have been fully installed/implemented and accepted by the DPSCS Contract Manager as functioning in full compliance with the system described in the Contractor's final Technical Proposal, as may be revised by contract modification. For each Contract Period that follows the Contract Period when the service was installed/implemented the contractor will be paid 1/12th of its quoted annual price for each respective Contract Period. i.e., the Contractor may bill 1/12th of each of its quoted annual prices for Contract Period 3 for all of the 3rd Contract Period, 1/12th of each of its quoted annual prices for Contract Period 4 for all of the 4rd Contract Period, and 1/12th of each of its quoted annual prices for Contract Period 5 for all of the 5th Contract Period.

~~3.3.5 **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, 2017. At his/her option, the Department Contract Manager may withhold from the final invoice payment an amount equal to the expected reimbursement from third parties as contained in the Contract third party reimbursement report described in § 3.77.2.1.1.~~

~~The final invoice shall include the allowable 10% retention incentive amount for all Medical (Medicaid) Assistance eligibility reimbursements pursued and achieved under this Contract as described in § 3.69.1.2.3.~~

3.3.5 Post Contract Invoicing and Final Contract Invoice

As per § 3.77.3 the Department shall retain the last two semi-monthly payments due the Contractor to establish an escrow account to assure the payment of

residual claims from any entity other than the Contractor that provided secondary care medical services for Inmates during the Contract term for which the entity is entitled to payment by the Contractor.

For one year following the expiration period for the delivery of secondary care medical services for Inmates, the Contractor may submit monthly bills seeking reimbursement from the Department equal to the total value of residual claims it has paid after Contract expiration to other entities that provided secondary care medical services for Inmates, up to the amount of funds placed into the escrow account. If and when the Contractor submits invoices with a total value equal to the funds held in the escrow account, the Department will make no further payments to the Contractor. The Contractor shall remain liable for the payment of any additional residual claims submitted to it by other entities that provided secondary care medical services for Inmates notwithstanding the fact that funds in the escrow account have been depleted.

One year after Contract expiration if any funds remain in the escrow account described in § 3.77.3 the Contractor may submit a final invoice to the Department for the amount of any funds that remain in the escrow account.

At his/her option, the Department Contract Manager may withhold from the payment due for any invoice submitted after Contract expiration, including the final invoice payment, an amount equal to the expected reimbursement from third parties as contained in the Contract third party reimbursement report described in § 3.77.2.1.1.

Any invoice submitted after Contract expiration, including the final invoice payment may include the allowable 10% retention incentive amount for all Medical (Medicaid) Assistance eligibility reimbursements pursued and achieved under this Contract after Contract expiration as described in § 3.69.1.2.3.

3.3.6 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 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, 2012 instead of January 1, 2012, 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 medical 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.

15. Revise the Region column in Amendment #3 for 5 of the DOC Facilities listed in the table of Section 3.5.1.1 **(Geographical & Inmate Status Scope of Responsibility)** from Cumberland/Hagerstown to **Western** Region and Revise Section 3.5.3 on page 41, as follows:

3.5.1.1

NBCI	North Branch Correctional Institution	**Western** ~~Cumberland~~
WCI	Western Correctional Institution	**Western** ~~Cumberland~~
MCI-H	Maryland Correctional Institution - Hagerstown	**Western** ~~Hagerstown~~
MCTC	Maryland Correctional Training Center	**Western** ~~Hagerstown~~
RCI	Roxbury Correctional Institution	**Western** ~~Hagerstown~~

3.5.3 Threshold is a private non-profit organization that provides pre-release services by contract to the Department for male Inmates from Baltimore City (See Attachment DD). An Inmate at Threshold will be ~~supplied~~ **provided** routine care onsite at Threshold **by Threshold staff**. These Inmates may also require medical services inside one of the Department's facilities**; i.e. care in an infirmary (See § 3.24)**. In the event medical treatment is required outside of one of the Department's facilities, secondary care costs for Threshold Inmates will be the responsibility of the Contractor. In State Fiscal Year 2009, secondary costs paid were $1,100 and in State Fiscal Year 2010 secondary costs paid were $500. The Department makes no representation that secondary costs under this Section under the Contract to be awarded pursuant to the RFP will approximate these numbers. **(See also §3.1.3)**

16. Revise various components of Section 3.6 (**Contractor Staffing and Management)** on pages 41 through 43, and add Sections **3.6.1.3.1** and **3.6.1.4** as follows:

3.6.1 The Final staffing plan submitted in response to 4.4 Tab D § 1.6 shall be formalized as the **Contractor's initial** ~~Contractors'~~ staffing plan.

3.6.1.2 **Except as described in § 3.6.1.3 for nursing positions for infirmaries and sick call and § 3.6.1.4 for certain telemedicine implementation,** ~~T~~the Contractor shall maintain a minimum 96% Fill Rate for each ~~of the~~ **Physician, PA, CRNP, RN, LPN and Phlebotomist** clinical position~~s~~ listed in ~~Attachment R in~~ accordance with its current **DPSCS approved** staffing plan. The 96% Fill Rate will be calculated by SDA

and ~~title~~ **clinical position** (e.g. Physician, PA, CRNP, RN, **LPN and Phlebotomist** ~~etc.~~) 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 V, Liquidated Damages will be assessed for the failure to maintain a 96% staffing level for any or all **clinical** positions **(Physician, PA, CRNP, RN, LPN and Phlebotomist)** listed in **the DPSCS approved staffing plan** ~~Attachment R~~, both Department-wide and, if applicable, by SDA. i.e., even if the Contractor achieves a 96% staffing level Department-wide for a given month for a given position, if less than a 96% staffing level is obtained in that same month in any SDA Liquidated Damages will be assessed.

HSCRC currently allows 95% of approved rates for DPSCS. DPSCS is contemplating requesting a waiver under COMAR 10.37.10.26B, which would allow reimbursement at 94% of approved rates. Should the Department be successful in obtaining the waiver, the 1% savings will be remitted by the Contractor to the State.

Any position occupied by an individual licensed as a Physician, PA, CRNP, RN, or LPN is construed to be a clinical position, regardless of the actual duties of the position.

~~3.6.1.3 If a Clinician or RN vacancy exists for more than 30 days the Contractor shall engage per diem personnel until such time as the position is filled. If the Contractor fails to engage per diem personnel, 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.~~

~~In the event any other Staff vacany(ies) or Coverage of shifts due to an unscheduled absence (i.e. Staff sickness) are expected to be covered during that shift. If the vacancy is expected to persists for more than 24 72 hours, the Contractor shall be responsible for filling the vacancy or absence on a permanent or temporary basis. As outlined in § 3.10.3.1, training for non-permanent employees of the Contractor or subcontractor(s) is not required.~~

3.6.1.3 Nursing positions (RN/LPN) for infirmaries and sick call must be staffed at all times in accordance with the Contractor's current DPSCS approved staffing plan, regardless of vacancies or absences.

If a Clinician vacancy exists for more than 30 days and the Contractor fails to engage per diem personnel, 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, training for non-permanent employees of the Contractor or subcontractor(s) is not required.

3.6.1.3.1 In lieu of the possible implementation of liquidated damages due to the Contractor failing to achieve the 96% staffing level as described in § 3.6.1.2, liquidated damages will apply for any nursing shift for infirmaries and sick call that is not staffed as per the Contractor's staffing matrix. (See Attachment V, line 1)

3.6.1.4 In recognition of the fact that an aggressive telemedicine program has the potential to not only improve patient care, but also reduce transportation requirements with concomitant increase in public safety, the DPSCS Contract Manager and DPSCS Medical Director may agree to permit the Contractor to implement certain telemedicine services in lieu of Onsite Clinicians. Upon such written agreement, any such omitted positions may be exempt from the 96% Fill Rate requirement.

This provision applies whether or not DPSCS elects to implement the Contractor's optional enhanced Telemedicine proposal (See 3.34.8).

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 Tab D § 1.6 F shall be formalized as the **Contractor's initial** ~~Contractors'~~ organization chart.

3.6.3.1 The Contractor shall have a Statewide Medical Director and Statewide DON**, which shall be separate and distinct from the Contractor's Contract Manager**. **(See § 12.25)** These Statewide positions shall be strategically placed organizationally to properly oversee the total delivery of Inmate healthcare services required by this RFP. Facility medical staff, including Clinicians, shall report to a Contractor ~~facility~~ **Regional** Medical Director who in turn shall report to the Contractor Statewide Medical Director. Similarly, Healthcare Professionals and other Staff, including nurses, clerks~~,~~ **and** schedulers~~, and other Staff~~ necessary to perform daily functions of Inmate healthcare and health problem prevention, shall report to a Contractor ~~facility~~ DON **or nursing supervisor, as appropriate,** who in turn shall report to the Contractor Statewide DON for all clinical related activities. 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 R and the Specialist Staffing Positions in Attachment CC (the CCC)).

The Contractor shall provide a revised organizational chart whenever there is a**n approved** change in staff**ing as described in § 3.6.1.1 and/or staff** organization. This revised organizational chart shall be provided to the DPSCS Contractor Manager within 10 days of approval by the DPSCS Contract Manager of the change.

3.6.3.2 Consistent with § 3.2.3, clinical management shall be in place to determine clinical issues. Administrative management shall not make clinical determinations. Clinical determinations shall be made by the clinical management staff in consultation with and support of the Contractor's ~~facility~~ Medical Directors and/or Directors of Nursing. The

Contractor shall provide strategic operational planning as well as clinical and administrative consultation at the Agency'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).**

3.6.3.4 The Contractor shall conduct internal administrative and clinical management meetings at least on a monthly basis, or at a greater frequency if so identified in its final Technical Proposal. Written minutes of those meetings shall be provided to the DPSCS Contract Manager **in the same manner and timeframe as described in § 3.20**. ~~(See § 3.20).~~ This meeting is listed in Attachment AA-2 as Monthly Administrative and Clinical Meeting.

3.6.4 The Contractor shall implement a web-based staffing software solution to build and publish employee schedules online which 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, ~~State~~ **DPSCS Internal** Auditors to access information, etc.). The web-based staffing software shall be configured 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. The MFSS shall produce a document which shows required hours on the template for every clinical position that must be submitted to and approved by the Department.Contract Manager. The web-based staffing software shall integrate with the staff time reporting requirements set forth in Section 3.11 of this RFP. This solution shall primarily afford appropriate State personnel searchable, secure (password protected) read-only access to all data by internet or LAN connection. However, for selected fields, such as schedule change approvals **mentioned above in this § 3.6.4**, appropriate ~~State personnel~~ **ACOMs** shall be able to directly make appropriate entries into the system.

17. Delete Section 3.7.2 (**Contractor Higher Level Staff Hiring Process**) on page 44, as follows:

~~3.7.2 **Service Area and Facility Supervisory Hiring**~~

~~The Contractor may **not** hire Area Directors of Nursing and facility supervisors/managers of nursing for their Service Delivery Areas without the approval of the DPSCS Contract Manager, DPSCS Medical Director and Area Contract Operations Managers.~~

18. Revise various components of Section 3.10 (**Data and Reports)** on pages 49 through 49, as follows:

3.10.1.1.3.1 For any in-service training that does not exclusively apply to medical services, the Contractor shall reserve 10% of the training spaces for personnel of the Other Healthcare Contractors. The Contractor shall enter all in-service training information into the Contractor created and maintained In-Service Training database. **(Also see § 3.10.1.6)**

3.10.1.2.1 The Nursing orientation plan shall include a mentorship with a professional nurse mentor, who can show documented evidence that enables him or her to be called mentor**.** ~~following **completion of** a program of study **pre-** approved by the Department DON that has been in place for no less than one calendar month. The individuals providing the mentoring shall be the same individuals identified in the Contractor's Technical Proposal (See § 4.4, TAB H) or an approved substitute. Requests for substitutions for personnel identified in the Contractor's Technical Proposal shall be submitted to and approved in writing by the DPSCS Director of Nursing before such persons may perform mentoring services.~~

3.10.1.2.3 The complete plan and schedule shall be provided to the DPSCS Contract Manager within sixty (60) days after Contract Commencement (by the "Go Live Date – See § **1.4.3** ~~1.4.2~~), 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 § 3.10.1.1)

3.10.1.4 **Beginning 120 days after the Go Live Date (See 1.4.3 ~~1.4.2~~).** ~~E~~**e**nsure that ~~all~~ **at least 2 designated** Clinicians **per SDA** who treat persons with HIV disease ~~attend~~ **have received** ~~an educational~~ **HIV Certification** training ~~at~~ **from** the Johns Hopkins Institutions**.** ~~at least once during the Contract duration; within ninety (90) one hundred twenty (120) days of Contract Commencement (See § 1.4) or within ninety (90) days of the Clinicians being hired~~.

3.10.1.6 Permit Department staff and Other Health**c**are Contractors' and sub-Contractor's staff to attend its **non-Contractor specific or non-confidential** Orientation and In-Service training as space allows.

3.10.3.1 Security orientation and training for up to forty (40) hours within no less than forty (40) days after Contract Commencement **for permanent employees of the Contractor or subcontractor(s). Permanent employees are individuals anticipated to be employed for more than 30 days**. **Permanent employees of the Contractor or subcontractor(s) include specialists who may be employees of the Contractor,**

subcontractor(s) or functioning as an independent subcontractor and who routinely provide On-site (See § 1.2.109) consultant or other recurring Inmate healthcare services.

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 § 1.33 will not be assessed because the failure to staff a position is not caused by the Contractor.

3.10.3.1.2 For any individual hired by the Contractor, re-assigned from another Contractor location, etc. more than 40 days after Contract Commencement, including after the full delivery of Inmate healthcare services commence on or after **the Go Live Date (See §1.4.3)** ~~January 1, 2012~~, 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.

3.10.4 Document ~~in~~ **as part of** the EHR training for HIPAA compliance of Contractor Staff (and subcontractor Staff) who deliver Inmate medical healthcare or have access to the EHR and provide documentation **of the completion of this training** to the Department Contract Manager upon request, within 5 working days. **(See § 3.10.1.1, § 3.10.1.2 and § 3.10.1.8)**

19. Revise various components of Section 3.11.1 (**Contractor Staff Time Reporting)** on page 50, as follows:

3.11.1 No **more** ~~less~~ than forty (40) days after Contract Commencement, the Contractor shall install, maintain and utilize an electronic timekeeping system for all of its employees providing on-site services. The Contractor shall make the timekeeping records available to the Department Contract Manager, Medical Director and DON, ACOMS, internal and external auditors, and other Department personnel as directed by the Department Contract Manager. The time records submitted shall designate the name of the employee, and the number of hours worked and shall be capable of sorting by institution, by date, by hour/shift, and by occupation/competency. The Department Contract Manager may direct the form in which the information is to be conveyed.

The Contractor shall implement a web-based time and attendance software solution that integrates with the staffing software requirements set forth in § 3.6 of this RFP. The time and attendance software shall be configured to automatically generate various staffing and cost reports in the form and format as required by the Department Contract Manager, including a report that provides hours provided versus hours required for every clinical position, facility and Service Delivery Area by the 10th of the month following each service month. The time and attendance system must be **Biometric** (be

uniquely identified as a specific person via a unique physical characteristic(s) of that person, such as, but not limited to, fingerprints, eye scan, or voice recognition), and must have built-in industry standard security features to maintain time and attendance data integrity. The time and attendance software shall provide data analysis capabilities and note taking capabilities, including recording any changes made to Staff schedules or any changes made to employee's time and attendance records to determine abnormal behavior or potential liability issues. The time and attendance software must also maintain the ability to be utilized by the Other Healthcare Contractors ~~with a data feed~~ and an ability to run separate DPSCS Mental Health, Dental and Pharmacy Contractor reports. The DPSCS Contract Manager, Medical Director and DON, ACOMS, DPSCS Chief Financial Officer, internal and external auditors, and other Department personnel as directed by the Department Contract Manager shall have searchable read-only access to the database via secure (password protection) internet or LAN connection. (Also see § 3.11.3.)

3.11.4 The electronic timekeeping system shall maintain the capability of generating a monthly report to be sorted by facility~~, by~~ **and** profession, **to obtain the hours required versus the hours provided.** ~~as a total number of hours worked/services provided. See Attachment R and the Specialist Staffing Positions section of the CCC.~~

20. Revise Section 3.14.3 (**Contractor Use of Telephones and Utilities and Minimizing Waste)** on page 52, as follows:

3.14.3 The Contractor shall have its own employees, ~~any Department employees it supervises~~, the employees of its subcontractors and 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.

21. Revise Section 3.15.5.1 (**Contractor Policies and Procedures)** on page 53, as follows:

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 ~~1.4.2~~)**. The ~~initial~~ policy/procedure review shall occur by the anniversary date of the actual delivery of paid healthcare services to Inmates **(the "Go Live Date" (See §1.4.3 ~~1.4.2~~).**

22. Revise various components of Section 3.16 (**Submission of Inmate Health Care Acknowledgments and Delivery Plans, Procedures and Protocols for Finalization)** on pages 54 through 56, as follows:

3.16.1 Within sixty (60) days of Contract Commencement (by the Go Live Date - See § **1.4.3** ~~1.4.2~~) the Contractor shall be responsible for implementing the full terms of the integrated health care system described in the RFP and the Contractor's Technical Proposal in coordination with the Department's Other Healthcare Contractors.

3.16.2 The Contractor's Submission shall include an acknowledgement of the obligation and description of the Contractor's ability to adhere to and maintain compliance, throughout the **entire** ~~over five-year~~ 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 §3.2.14)**

23. Revise Section 3.19.1 (**Work Initiation Conferences / Contract Kick-Off Meetings)** on pages 56 through 57, as follows:

3.19.1 **Within 3 Business Days of** ~~Immediately upon~~ Contract Commencement and for up to sixty (60) days following Contract Commencement, the Contractor shall be required to attend mandatory weekly work initiation conferences with the DPSCS Contract Manager at the Reisterstown Road Office Complex to obtain a brief overview of the Contract's procedures. At a minimum, the Contractor's Contract Manager and Contractor's Statewide Medical Director shall be required to attend. At the sole discretion of the DPSCS Contract Manager, one (1) or more of the meetings may be conducted via teleconference. The Contractor shall not bill or receive reimbursement for attending this session. This meeting is listed in Attachment AA-2 as Weekly Start Up Meetings.

3.19.2 The Contractor shall also be required to attend three "Contract Kick-off Meetings", one covering each of the Eastern, Western, and Baltimore/Jessup SDAs, 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 Medical Director must attend each such meeting.

Preferably these Contract Kick-off Meetings will be held between 40 and 50 days after Contract Commencement (See § **1.4.2** ~~1.4.1~~). Each such meeting will be held within the geographic confines of the SDA(s) for which it is being held. 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. This meeting is listed in Attachment AA-2 as Initial Kick-Off Meeting.

24. Revise Section 3.20.1 (**Reports, Meeting Agendas and Minutes)** on page 57, as follows:

3.20.1 **Report Submission Timeframes**

If not otherwise specifically addressed 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 ~~15th~~ **last day** of the month following the end of the year. If the ~~15th~~ **last day** is not a business day, the report shall be submitted on the next available business day.

25. Revise various components of Section 3.21 (**Equipment and Supplies)** on page 59, as follows:

3.21.1 Except as described in § 3.21.1.4 **and below in this § 3.21.1**, the Contractor shall supply all operating equipment, furniture, office supplies, patient supplies, durable medical equipment 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). 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 appropriately maintained. **Section 3.21 applies only to medical equipment and supplies. Except for any additional IT-related equipment required for any of the optional services (EHR, digital x-ray and telemedicine) proposals, IT-related equipment, such as computers, printers and scanners, are the responsibility of the DPSCS.**

3.21.1.1.1 At Contract Commencement and Go Live Date (See § **1.4.2** ~~1.4.1~~ and **1.4.3** ~~1.4.2~~):

- 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.

NOTE: The remainder of 3.21.1.1.1 is unchanged.

3.21.2 The Department will pay 50% for any single piece of equipment over $10,000 in cost, either of outright purchase, or in total over a single year. In determining the applicability of this section: 1. the cost of the equipment shall be determined with reference to the annual cost to lease or lease/purchase such equipment; ~~and,~~ 2. excluding the cost of any necessary training on the equipment, warranty, maintenance or licensing costs, or the cost of supplies**; and 3. "a single year" shall mean the 12 month period from the time the equipment was first purchased or leased**. The DPSCS Contract Manager shall be the sole determiner of equipment value and the Contract Manager's determination is final. No equipment covered by this section may be purchased or leased without the DPSCS Contract Manager's written approval.

3.21.5 The Contractor shall be responsible for maintaining a perpetual **consolidated Inmate healthcare** equipment inventory and adhering to State regulations relating to inventory. The perpetual **consolidated Inmate healthcare** equipment inventory shall include barcode scanners and any other office equipment and supplies utilized **On-site** by the Other Healthcare Contractors. In the event a piece of equipment **in the control of its Staff** cannot be located during inventory, the Department shall have the right to assess **the Contractor** actual damages for the replacement of the missing piece of equipment. **If a piece of equipment in the control of the Staff of Other Healthcare Contractors cannot be located during inventory, the Department shall have the right to assess actual damages for the replacement of the missing piece of equipment against the appropriate Other Healthcare Contractor, not the Contractor.**

3.21.5.3 Whenever the Contractor purchases a piece of equipment it shall enter the equipment information into the perpetual **consolidated Inmate healthcare** inventory and shall place State inventory numbers on the equipment consistent with the DGS Inventory Control Manual. **To the extent that the Other Healthcare Contractors report the purchase of any equipment to the Contractor, the Contractor shall also enter that equipment into the perpetual consolidated Inmate healthcare equipment inventory and place State inventory numbers on that equipment.**

3.21.5.4 If it becomes necessary that any piece of equipment be transferred from one Department location to another, the Contractor will complete and submit to the designated Department inventory personnel the appropriate Transfer Form prior to moving the equipment and follow Department protocol for the transfer of that equipment. **The Contractor shall also update the consolidated Inmate healthcare perpetual inventory to note the changed location of the equipment. The completion of and**

obtainment of signatures on all property transfer forms for only equipment under the medical contractor's control are done by the medical contractor and each facilities property officer. Other Heal**thcare Contractors are responsible for submitting Transfer Forms for any equipment they transfer from one Department location to another. Upon receipt of any Transfer Form from Other Healthcare Contractors, the Contractor shall update the consolidated Inmate healthcare perpetual inventory to note the changed location of the equipment identified as being transferred.**

3.21.5.5 The Contractor shall develop and maintain a **consolidated Inmate healthcare** ~~current~~ database of all equipment in use **by its Staff for the performance of the Contract, as well as by personnel of Other Healthcare Contractors for the performance of Dental, Mental Health and Pharmacy services for Inmates. As any equipment is purchased by the Contractor throughout the term of the Contract that equipment shall be added to the database.** ~~or obtained through future purchases and log t~~**T**he maintenance and repair of **all** ~~that~~ equipment ~~on that~~ **being used by Contractor Staff for the performance of this Contract shall be logged into the** database. This database shall be made accessible via searchable read-only access to the DPSCS Contract Manager via secure (password protected) internet or LAN connection.

3.21.5.6.1 Within 20 days of the current contract's expiration date Contractor Staff shall participate in a complete physical inventory of all furniture and equipment available for use by the Contractor when it assumes responsibility for Contract activities. Appropriate staff of the three inventory participants will sign to acknowledge satisfaction with the contents of the inventory. **Contractor Staff shall also participate in the inventory of equipment under the control of Other Healthcare Contractors in the same manner when any of the Dental, Mental Health or Pharmacy contracts transition from one contractor to another.**

3.21.5.6.2 A complete **consolidated Inmate healthcare** physical inventory report **for equipment within the control of the Contractor or any Other Healthcare Contractor** shall be submitted to the Department Contract Manager within the last thirty (30) days of each Contract Period; due no later than June 1st of the 2nd through 4th Contract years, in the form and format as requested by the Department. This policy is applicable to an incumbent being re-awarded the contract. The annual inventory report shall include a completed and signed DPSCS Property Form by each facilities property officer.

The Current/Incumbent Contractor is responsible for replacing or paying damages to the Department for any discrepancies of the inventory report **for equipment under its control**, except for equipment being approved for removal from the report; i.e. original equipment with purchase price greater than $50 and exceeding 1 year of its useful life.

3.21.5.6.3 Within 20 days of the end of the Contract the Contractor shall assign appropriate Staff to participate in the physical inventory described in § 3.21.5.6.1, but this time in the capacity of the current contractor. This inventory shall be conducted regardless of whether the Contractor is also awarded the successor contract to perform Inmate medical health care and utilization services. **This requirement also pertains to equipment under the control of Other Healthcare Contractors.**

3.21.6 The Contractor shall inspect, maintain, and restock all First Aid Kits located throughout the institutions as appropriate**, including First Aid Kits in areas used by Other Healthcare Contractors**.

26. Revise Section 3.22.3 (**Ambulance/Transportation Services**) on page 62, and add Section **3.22.3.1** as follows:

~~3.22.2~~ **3.22.3** ~~Any Inmate committed to the DPSCS who is housed out of the State of Maryland pursuant to the Interstate Compact on Corrections or an agreement between sovereigns who is to be returned to Maryland as a result of medical needs, shall be returned at the expense of the Contractor if special transportation arrangements are required as a result of the Inmate's medical condition. (See Attachment J-5).~~ The ~~total~~ **Contractor shall pay in-state ambulance** transportation costs up to **a maximum of** $315,000 per Contract Period ($472,500 **maximum** for the first Contract Period **if this period runs 18 months**), with an allowable escalation of 10% per year for the 2nd through 5th Contract Periods (years). **(See Attachment J-5)**

Above the respective Contract Period limit, the Department will assume all transportation costs for the remainder of the respective Contract Period. The Contractor is to separately itemize any transportation costs in excess of the above stated limit per Contract Period on an invoice to the Department. When submitting an invoice for excess transportation costs the Contractor must include a complete list of all transportation costs that total to the respective Contract Period limit.

3.22.3.1 Any Inmate committed to the DPSCS who is housed out of the State of Maryland pursuant to the Interstate Compact on Corrections or an agreement between sovereigns who is to be returned to Maryland as a result of medical needs, shall be returned at the initial expense of the Contractor if special transportation arrangements are required as a result of the Inmate's medical condition. However, the Contractor may then bill the Department for the actual cost, without additional markup, of any such special transportation expense regarding out-of-state Inmates being returned to Maryland.

27. Revise various components of Section 3.25 (**Intake Triage and Screening)** on pages 65 through 68, as follows:

3.25.10.1.1 The Contractor shall utilize the IMMS template, which is a part of the Offender Case Management System (OCMS) to enter initial information by the date of initiation of health care services to Inmates (Go Live Date) under this Contract (See § **1.4.3** ~~1.4.2~~). The Contractor shall only resort to paper screening, using the Department approved screening form, in the event that the OCMS system is unavailable. In such instances, the Clinician or Healthcare Professional must scan the substitute paper screen into the EHR if the Arrestee is committed and an EHR file established.

28. Revise various components of Section 3.26 (**Complete Reception/Intake Examination)** on pages 68 through 70, as follows:

3.26.1.2 The ~~RHE~~ **RIE** shall include an oral screening and initial dental examination. Clinicians shall conduct an oral screening at the time of the health examination to determine if there are acute dental needs and shall refer for care by the Department's Dental Contractor in accordance with Department procedures if problems are identified. The findings of the initial dental oral screening and initial oral examination done as a part of the **Intake** ~~Health~~ Examination process shall be entered into the patient health record Immediately.

3.26.1.3 The ~~RHE~~ **RIE** shall include an Assessment for physical disabilities and shall recommend appropriate accommodation, including but not limited to durable medical equipment and/or housing or dietary restrictions. Any restrictions on housing or diet shall be conveyed to Case Management through ~~completion~~ **a scanned copy** of **the completed** ~~a~~ ~~d~~**D**isabilities ~~template~~ **form 130NR** in the EHR**. In addition, a copy of this form** ~~that~~ shall be attached to the medical clearance form that is transmitted to Case Management. The Contractor will coordinate with DPSCS IT to create a ~~d~~**D**isabilities template **no later than 90 days after the Go Live Date (See § 1.4.3)** ~~by April 1, 2012~~.

29. Revise Section 3.27.1.1 (**Annual and Periodic Physical Examinations**)**)** on pages 70 through 71, as follows:

3.27.1.1 Age related re-exams
- under 50 –every 4 years;
- ~~over~~ 50 **and over** – every year;

- If an Inmate is over 55 years old or is otherwise physically impaired, the Inmate shall be evaluated in conjunction with the Karnofsky scale for physical independence at every physical re-examination.

30. Revise various components of Section 3.28.4 (**Sick Call)** on page 72, as follows:

3.28.4 For the General Population, the Contractor shall operate sick call clinics no less than five days a week (Monday through Friday, including holidays)~~, for no less than seven hours per day~~. **On State Holidays, Staff shall triage sick call slips to identify acute and urgent/emergent Inmate complaints and treat such complaints consistent with DPSCS policies, procedures and protocols governing the clinical needs, up to and including 911 Event referrals to Off-site providers or community hospitals. For non-emergency sick call slips submitted by Inmates that the nurse could not manage consistent with DPSCS policies, procedures and protocols, the Inmate shall be placed on the sick call schedule for the next available non-holiday.** Adequate staffing shall be assigned for each clinic. Clinic hours shall be fixed and posted in the Dispensary of every correctional facility and other areas as directed by Custody**, however as per § 3.28.4.2 sick call shall be of such duration that all Inmates have been seen. All documentations of sick call clinic encounters shall be made the same day, which should include documentation of missed appointments**~~, no-shows~~ **and refusals**. **As required by DPSCS Refusal for Treatment Policy, Inmates must sign the refusal, or if the Inmate refuses to sign the refusal, 2 Healthcare Staff (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.**

3.28.6 The Contractor is responsible for providing sick call to Special Confinement **(segregation)** Populations in all facilities, equivalent to the sick call services available to the general population in the facility.

31. Revise various components of Section 3.29 (**Medication)** on pages 73 through 77, as follows:

3.29.1 The Final medication continuation plan submitted in response to 4.4 Tab D § 1.17 shall be formalized as the **Contractor's** ~~Contractors'~~ medication continuation plan.

3.29.1.1 The Contractor shall implement a process for utilizing written prescriptions ~~upon award~~ **as of the Go Live Date (See § 1.4.3** ~~1.4.2~~**)** of the Contract that:

NOTE: The remainder of 3.29.1.1 is unchanged.

3.29.2 The Contractor is responsible for:

(2). ~~Ordering all medications from the Pharmacy Contractor on behalf of Staff from all Clinicians regardless of discipline, and on behalf of all specialists seeing Inmates either on or offsite, except during inpatient stays;~~ **Receiving all prescriptions ordered by Clinicians regardless of discipline or specialty, including orders from Clinicians of Other Healthcare Contractors, transcribing the orders to the Pharmacy Contractor and receiving ~~receive~~, delivering and administering all medications received from the Pharmacy Contractor, excluding the IMHU, Inpatient Mental Health Treatment Unit and designated Patuxent mental health units. (See Attachment N).**

(4). Receiving medication shipments from the Pharmacy Contractor and verifying the shipment against the Order (e.g. the shipping slip that accompanies each box of medication identifying the prescription filled as contained within the shipment) through use of bar code scanners (to be replaced as necessary by the Pharmacy Contractor~~)~~ **due to normal wear and tear. However, the Contractor must reimburse the Pharmacy Contractor for the expense of any bar code scanner than must be replaced due to actions or inactions by Contractor Staff, including lost or damaged scanners.);** (See § 3.21.1.4)

(14). Ensuring that non-narcotic drugs are stored in a ~~m~~**M**edication ~~r~~**R**oom **(See § 1.2.112)** in an Infirmary or Dispensary in a single locked medication cart; and

3.29.3.1.1 In any circumstance when the Contractor's Clinicians and Healthcare Professionals did not place medication orders in a timely manner, as described in § 3.29.3.1 above, the Contractor shall take all necessary means to obtain and administer the necessary medication ~~within 24 hours of Intake screening~~ **prior to the end of the 8 hour shift. If a Stat order is placed with the Pharmacy Contractor to compensate for a missed order, the Contractor shall be responsible for any fees incurred, including fees incurred by the Department as a result of receiving that expedited delivery of medication**.

32. Revise Section 3.33.4 (**Inpatient Hospitalization)** on pages 80 through 81, as follows:

3.33.4 At a minimum, the Contractor shall insure an inpatient census of 10 patients daily at Bon Secours Hospital between coordination of transfers from local hospitals, infirmary patients and one-day **(23 hour admission)** procedures**; e.g. 1-day surgeries, including colonoscopies, liver/bone marrow biopsies and other 1-day admissions that do not constitute prolonged inpatient stays of individual Inmates**. **The Contractor shall abide by direction from the DPSCS Medical Director regarding identification of Inmates and Detainees housed in local or regional hospitals who may be eligible for transfer to a hospital with a locked ward. The ability to ensure a 10 inpatient**

census at Bon Secours Hospital shall be reviewed by the DPSCS Medical Director whose decision shall be final.

33. Revise Section 3.34 (**Specialty Care – General and Telemedicine**) on pages 81 through 82, and add Section **3.34.9**, as follows:

General

3.34.7.1 Telemedicine specialty care shall be available within the first 6 months of the ~~award~~ **Go Live Date (See § 1.4.3** ~~1.4.2~~**)** of the Contract for Cardiac, Wound Care **(beyond that provided by existing wound care teams in the facilities)**, Orthopedic, Optometry, Dermatology and Trauma care.

Telemedicine

3.34.7.3 The Contractor shall maintain an electronic log documenting the use of Telemedicine equipment to include, but not be limited to, the following:

(1). The date used;
(2). The ~~location~~ **SDA/facility** of where it was used (e.g. infirmary, office, exam room, etc.);
(3). The time used;
(4). The reason for equipment's use (e.g. in-service, HIV consult, outpatient specialty consult, etc.);
(5). Inmate name and number; ~~and~~
(6). Participants (medical staff) in the process**; and**
(7). Indication of whether or not the Inmate was present during the Telemedicine encounter.

The Contractor shall maintain the usage log in an electronic format (e.g. Excel spreadsheet) that will be made available upon request to the DPSCS Contract Manager.

3.34.8 The Department reserves the right to utilize the optional enhanced Telemedicine the Contractor has described in its Technical Proposal response to § 4.4 Tab L at the price proposed in its final Financial Proposal for the appropriate Contract Period (Attachment **F-5** ~~F-4~~). If elected for implementation by the Department, the Contractor shall implement the enhancements within **the timeframe contained in its Technical Proposal** ~~sixty (60) days of receiving~~ **upon receipt of** a NTP. The enhanced Telemedicine shall include additional Telemedicine units **and placement in selected outpatient hospital settings,** as well as peripherals (e.g. to include enhanced imaging cameras, EKGs, blood pressure cuffs, optical examination instruments, etc.).

3.34.9 In the event the Department desires to replace the current Telemedicine 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 Telemedicine system.

34. Revise Section 3.38.1 (**Specialty Care – Dialysis Services**) on page 84, as follows:

3.38.1 **The** ~~A~~ Contractor shall arrange for and oversee the maintenance of a full service dialysis unit in the following Service Delivery Areas and facilities:

(1). Baltimore (MTC)
(2). Western (MCI-H)
(3). Jessup (MCI-W)
(4). Jessup (JCI)

35. Revise Section 3.39.3 (**Specialty Care – Obstetrics and Gynecology**) on page 86, as follows:

3.39.3 The Contractor shall be responsible for the development and delivery of an onsite, video women's health education program at MCIW and WDC within 90 days after the commencement of services (Go Live Date – See § **1.4.3** ~~1.4.2~~~~), or by April 1, 2012, whichever date is later~~. The video shall include but not be limited to, education on STD, HIV, abnormal pap smear, mammograms/breast cancer, breast feeding, nutrition and pregnancy spotting, cramping, first (1st) trimester terminations of pregnancy, hepatitis, and alcohol and drug abuse. ~~The~~ **All** video**s** shall be reviewed and approved in writing by the DPSCS Medical Director or DPSCS Director of Nursing prior to usage.

36. Revise various components of Section 3.41 (**Transfer and Release**) on pages 87 through 91, as follows:

3.41.1 The Contractor shall develop and implement a discharge**/release** plan that will be in conformance with NCCHC Standards for Jails and Prisons, standards of the MCCS, and the Department's Release Policy (Attachment S).

3.41.3.1 The Contractor shall prepare for releases from the time of Admission to the system by updating the **DPSCS** Continuity of Care Form (hardcopy) upon initial Assessment of the Inmate ~~to~~ **at** a **pre-release** facility **and review of the Inmate's potential release date**.

3.41.3.3 The Contractor shall provide Inmates who have chronic medical conditions being released to the community either: **(a)** a total 30-day supply of each current **chronic care** medication**, consistent with the Department policy regarding discharge medications**; or **(b)**, if a **discharge/**release planner has identified a community resource

and obtained a confirmed appointment with an appropriate community healthcare provider, medication to continue treatment until the appointment, as well as a prescription for continued medication **for a minimum of 30 days**, with the following exceptions:

(1). Inmates taking drugs as Tuberculosis therapy, who shall be referred directly to their local health department for continuation of medications;

(2). Inmates taking certain psychotropic or other medications which, if taken in sufficient quantity, could cause harm, unless so specifically ordered by the treating Clinician; and

(3). Inmates whose total treatment course for their condition will be less than 30 days following release, in which case only the amount necessary to complete the treatment cycle shall be dispensed.

3.41.4 The Contractor shall designate discharge**/release** planning staff that consists of nurses with discharge**/release** planning or Case Management experience who shall work with Department Case Management and DPSCS Social Workers within their assigned facilities to assure adherence to Department policy regarding discharge/release requirements. In addition to discharge**/release** planners, at a minimum the Contractor shall employ a full time Discharge Coordinator to supervise all discharge**/release** planners.

3.41.4.1 There shall be **two** ~~one~~ discharge/release planning nurse**s** in **the Western SDA, one in** each of the Hagerstown~~,~~ **and** Cumberland **facilities, one discharge/release planning nurse in the** ~~and~~ Eastern SDA~~s~~, one discharge/release planning nurse in the Baltimore Pre-Trial, one discharge/release planning nurse in the Baltimore DOC, and two discharge/release planning nurses in the Jessup SDA. Any changes in this specified staffing shall be ~~approved~~ **submitted** in writing **and reviewed** by the DPSCS Contract Manager **and DPSCS Director of Nursing** prior to implementation. **Unless the DPSCS Director of Nursing or DPSCS Contract Manager conveys a timely objection, the Contractor may implement the change(s).**

3.41.5 Responsibilities of the discharge/release planning nurses shall include, but not be limited to:

(2). Familiarity with local community facilities that can be used for referral in the geographic area where the Inmate will be living upon release to **provide to SDA Social Work personnel involved in the discharge/release planning of any given Inmate**;

NOTE: Sections 3.41.5(1), 3.41.5(3) through 3.41.5(8) are unchanged.

3.41.5.1 The Contractor shall develop and maintain a database to be used to input the information described in 3.41.5~~.1~~ **(1)-(8)**, with searchable, read-only access by the DPSCS Contract Manager, **DPSCS DON, and DPSCS**

Medical Director made accessible via secure (password protected) internet or LAN connection.

3.41.5.2 Working through the Department Contract Manager, **but with concurrence and approval by the DPSCS Medical Director,** the Contractor will coordinate with DPSCS information technology personnel to create a Continuity of Care template ~~by April 1, 2012, or~~ within 90 days of the Go Live Date (See § **1.4.3** ~~1.4.2~~)~~, whichever is later~~.

37. Revise various components of Section 3.43.4 (**Diagnostics - Radiology**) on page 93 and add **Section 3.43.5**, as follows:

3.43.2 All routine x-rays shall be provided in the Service Delivery Area with either onsite x-ray machines or a mobile service. X-rays **shall be** taken by a registered technician and shall be read by a Board Certified or eligible radiologist. The Contractor shall ensure that a schedule for each SDA of the radiology services, dates, times and place is available and posted for Contractor staff. (See Attachment EE – Radiology Data). When required by the nature of the Inmate, the Contractor shall provide a pass for the Inmate to access radiology diagnostics. Routine x-ray schedules shall be provided using a web-based scheduling software application that can be centrally accessed by appropriate Department personnel by secure means.

3.43.4 The Department reserves the right to utilize the optional digital x-ray system the Contractor has described in its Technical Proposal response to § 4.4 Tab N at the price proposed in its final Financial Proposal (Attachment F-4). If elected for implementation by the Department, the Contractor shall implement the system within **the timeframe contained in its Technical Proposal.** ~~sixty (60) days of receiving~~ **upon receipt of** a NTP. The complete digital x-ray system shall include electronic picture archiving and communication system storage, retrieval and reading of digital x-ray images to interface with the Department's EHR system. **Please note, it is the expectation of DPSCS that all analog equipment will be converted to digital.**

3.43.5 In the event the Department desires to replace the current 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 radiology system.

38. Revise Section 3.44.1 (**Diagnostics - Electrocardiogram**) on page 93, as follows:

3.44.1 The Contractor shall provide EKG services at all dispensaries with a cardiologist's interpretation (over read) provided within the first 24 hours following the test. Telemedicine cardiac Assessment of chest pain or EKG abnormalities shall be available

within six months after ~~Contract Commencement~~ **the Go Live Date (§ 1.4.3)** for access by any Service Delivery Area.

39. Revise Section 3.45.2 (**Diagnostics – Troponin Enzyme Test**) on page 93, as follows:

3.45.2 The Contractor shall follow the mandates of the Department, specifically protocols to include the management of CLIA labs (e.g. licensing, staffing, etc.) already set into place, regarding this process in its **North Branch Correctional Institution (**NBCI**)** CLIA (Troponin) certification **(NBIC is the only Department location with current Troponin certification)** (See § 3.15.6.1 and Attachment BB) and:

(1). Shall work with the Department to evaluate the efficacy of using the test to limit the need to transport Inmates complaining of chest pain to emergency rooms for evaluation of possible heart attacks;

(2). Identify the DPSCS institutions which have experienced significant offsite transports for cardiac evaluation; and

(3). Expand the process to additional sites beyond NBCI as directed by the Department.

40. Revise various components of Section 3.46.2(7) (**Contractor's Role in Delivery of Mental Health Services**) on page 93, as follows:

3.46.2 The Contractor's Clinician shall:

(7). Conduct a **review of the** medical examination and **provide** consultation ~~of~~ **for** any Inmate transferred to a Special Needs Unit within 12 hours as required by correctional standards. Based upon the Inmate's somatic chronic problems, monitor and follow the Inmate's medical care while housed in a**n** IMHU or ~~a Special Needs Unit~~ **one of several mental health in-patient treatment units** and document **Inmates' medical issues** ~~all care provided~~ in the EHR no less than once a day until stable, then no less than twice a week. **The Contractor will participate in Inmate mental health discharge/release planning when requested to attend.**

41. Revise Section 3.49.2 (**Infection Control)** on page 96, as follows:

3.49.2 The Contractor's Infection Control program will be staffed with a Director for Infection Control, Infection Control nurses and coordinators as identified in the Staffing Matrix (Attachment R). **The Director for Infection Control must be either a Physician (MD) or have a Master of Public Health (MPH) degree**. The Contractor shall manage an infection control program in compliance with Centers for Disease Control and Prevention guidelines and Occupational Safety and Health Administration 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. This report shall be submitted monthly and quarterly to the DPSCS DON as part of the Contractor's Infectious Disease report in the form and format required by the Department Contract Manager **and DPSCS Director of Nursing**.

3.49.2.5 Responsibilities of the Contractor's Infection Control Staff include:

(9). ~~Provide~~ Providing a monthly SDA CQI report.

42. Revise Section 3.54.3 (**Research and University Based Clinical Trials)** on page 102, as follows:

3.54.3 Generally the Contractor will not be financially responsible for experimental care. However, if an Inmate has exhausted all traditional treatment for a life threatening condition and is offered a bona fide clinical trial at a university medical center in Maryland that has significant clinical efficacy, on a case-by-case basis the DPSCS Medical Director may require the Contractor to be responsible for these costs subject to ~~this~~ single episode cost sharing criteria. (See § 3.3.2.6)

43. Revise Section 3.58.3 (**Risk Management Program)** on pages 106 through 107, as follows:

Pre-Trial Violence Reduction Program

3.58.3 As part of its risk reduction activities the Contractor shall provide a violence reduction program **for the Pre-Trial population**. This program shall focus on: 1. ~~inmate-on-inmate~~ violence~~, both~~ **in the Pre-Trial population of detainees** ~~the committed population~~; **and** 2. avoidance of ~~inmate~~ self-injurious behavior.

The pre-trial population often includes persons who until their arrest and detainment were gang members or persons accustomed to the "law of the street". Often the street behavior of these persons continues in the pre-trial setting. This population has the highest incidence of ~~inmate on inmate~~ violence. This population also has a significant incidence of **self-injurious behavior, which includes suicide attempts** ~~inmates who attempt suicide or in some way inflict injury on themselves~~.

~~The committed population, while having a lower incidence of inmate-on-inmate violence, has many more actual occurrences of such violence due to the much larger number of committed inmates versus pre-trial ones.~~

Within 40 days of contract commencement the Contractor shall finalize the draft **Pre-Trial** violence reduction program described in its final Technical Proposal **(See § 4.4 Tab P)** and present it to the Department Medical Director for approval to implement.

The Department Medical Director shall provide comments to this draft within 10 days from receipt. Within 5 days the Contractor shall submit a revised draft incorporating the required changes to Department Medical Director for final written approval. The Program shall be implemented as of the ~~commencement of the provision of full services for inmates~~ **Go Live Date (see § 1.4.3** ~~1.4.2~~**)**.

On a monthly basis the Contactor shall submit a report to the Department Medical Director describing the activities conducted in the month, including the number of inmates receiving services and an analysis of the results of the activities. Besides the activities reported for the report month, this report shall include cumulative totals of all activities contract year-to-date.

44. Revise Section 3.60.1.3 (**Pharmacy and Therapeutics Program (P&T) Committee)** on pages 108 through 109, as follows:

3.60.1.3 Attendance from the Contractor's staff for the monthly Regional P&T Committee meeting shall include, at a minimum, the Regional Medical Director~~,~~ **and** Regional DON**.**~~, Regional Operations Manager and Regional Health Services Administrators.~~ Regional Psychiatrists and Psychologists from the Mental Health Contractor and Dental Contractor Representatives are also required to attend this meeting.

45. Revise various components of Section 3.67 (**Electronic Health Records (EHR))** on pages 113 through 116 as follows:

3.67.3.1.2 Maintain a sufficient pool of NexGen Super Users (See § 1.2.94) in each Service Delivery Area that will provide, on an ongoing basis, training for its own employees and that of Departmental and Other Healthcare Contractors' employees. When upgrades to NextGen occur, the Contractor will be responsible for training the Other Healthcare Contractors' NextGen Super Users, as well as its own staff. **At the conclusion of the Contract, the Contractor shall be responsible for providing the most current version of the workflow/manuals in use to any successor Contractor.**

3.67.3.1.5 Be the Department's designated custodian of ~~the~~ **all electronic and** hardcopy Patient Health Records**, including any records received from any external healthcare treatment facility, and/or created by Other Healthcare Contractors. This includes records created by any employees, sub-contractors or specialists working for the Contractor or Other Healthcare Contractors.**

3.67.3.2 **The DPSCS Medical Director will facilitate initial** ~~The Contractor shall initiate~~ contact with the State's lab (See § 3.42.3) within 30 days after Contract

Commencement and **the Contractor** on an ongoing basis **will** provide ~~documented efforts~~ **documentation of the progress** to implement a State lab interface with the EHR system. The Contractor is expected to implement an interface with the State's lab unless the ~~documented efforts~~ **documentation of the progress** show the State's lab has declined efforts to collaborate with building an interface.

46. Delete Section 3.67.3.1.7 (**Electronic Health Records (EHR))** on page 115, as follows:

~~3.67.3.1.7 Develop and maintain a centralized work group that is responsible for real-time scanning of all hard copy paper records created and/or received that are not able to be generated from EHR.~~

47. Revise various components of Section 3.68 (**Electronic Health Record (EHR) System Services Module**) on pages 117 through 120 and add **Section 3.68.5**, as follows:

3.68.1 If the Department elects to accept the new EHR system proposed by the Contractor in its Technical Proposal response to § 4.4 Tab Q and for which it has quoted a price on the Financial Proposal (**F-3** ~~F-4~~, Service 1), the Contractor shall implement that EHR system within the timeframe contained in its Technical Proposal. The new EHR system shall be hosted externally from the DPSCS network and accessible via the Internet using HTTPS (HyperText Transfer Protocol Secure) under a Software As A Service (SAAS) model. The Contractor's EHR system shall provide the State with the following capabilities:

3.68.1.1 ~~Accepting and mapping a bar code scan of Inmate demographic information that automatically creates a new EHR for new Inmates, initiating an Inmate medical record search on key fields identified by the State so that~~ **The new EHR system shall be able to identify** new Inmates ~~can be identified as~~ having an existing medical record from a previous commitment, if any, and automatically mak**e**~~ing~~ the existing Inmate medical record active whenever the record search successfully matches on an Inmate and merg**es**~~ing~~ the initial EHR **record.** ~~created from the bar code scan into the Inmate's active EHR~~. When an Inmate is released, the **new** EHR system shall automatically make the Inmate's medical record inactive.

3.68.1.8 ~~The Contractor shall submit with the Contractor's Technical Proposal an EHR System's Features Chart. This EHR System's Features Chart will be the EHR system available for the State of Maryland. Example features to accommodate the characteristics of the correctional healthcare delivery system in Maryland, include but are not limited to, dental, ophthalmology, dialysis and other chronic care.~~ **In its submission in response to § 4.4 Tab Q, the Contractor was required in its Technical Proposal to submit an EHR System's Features Chart which was to represent the EHR system available for the State of Maryland.** The Chart **was**

to ~~shall~~ identify items that "Can Be Enhanced to Full Capability." If the Department ~~also~~ elects to accept those items on the Chart described as "Can Be Enhanced to Full Capability" those items will be requested through a separate Notice to Proceed.

3.68.2 In the event the Department has to take over and manage the externally hosted new EHR system at any time during this Contract or at the end of this Contract, the Contractor shall provide as part of its quoted price, specifications for EHR system bandwidth requirements, software and hardware needs, and a transition plan at the end of the Contract in which all hardware and custom developed software, including the source code for such software becomes the property of the State. All costs shall include start up costs, conversion of ~~existing~~ **active** records **(records for Arestees/Detainees currently in the DPSCS system and subject to care at the time of implementation of a new EHR system)**, **and** maintenance for the remaining duration of the Contract upon implementation and licenses. **Records identified as being inactive in the NextGen system at the time of conversion must be maintained in an archive status. All such inactive records must be made available upon request on a read-only basis for the full duration of the Contract. Upon expiration of the contract, the Contractor must provide all archived files to the successor contractor using a standard industry file transferable format.**

3.68.2.1.1 Access To Source Code

Any contract executed as a result of this RFP shall incorporate a "software escrow" provision which will govern the process for maintaining the latest version of the software being provided under the contract (hereinafter "source code and any related documentation") in a software escrow, with a qualified and independent third-party (hereinafter "escrow agent").

The escrow agent shall be selected and mutually agreed upon by ~~COM~~ **the DPSCS Contract Manager** and the **Contractor** ~~Vendor~~, within thirty (30) days of **exercising the option to implement a new EHR system.** ~~contract award~~. If a certain condition is triggered, the escrow agent shall turn over the escrowed software to the ~~COM~~ **the DPSCS Contract Manager** immediately upon being notified of the triggering condition.

The conditions for triggering the escrow (also known as "escrow conditions") shall include:
(1) if the Contractor **or the Vendor providing the software that has been incorporated into the new EHR system** ceases to do business (whether by bankruptcy or insolvency); or (2) if the Contractor **or the Vendor providing the software that has been incorporated into the new EHR system** ceases support of the software and does not make adequate provision of continued

support of the licensed software provided. Once the escrowed software is turned over to the ~~COM~~ **DPSCS Contract Manager**, the ~~COM~~ **DPSCS** shall have the right to modify the software without any restrictions, for the use of the ~~COM~~ **DPSCS**.

3.68.2.1.2 Custom Code

The State shall solely own any custom software, including, but not limited to application modules developed to integrate with a COTS, source-codes, maintenance updates, documentation, and configuration files, developed under any resulting contract. **If the Contractor does not own the source codes for the COTS solution included within its customized software, the source code for the COTS portion will be subject to the escrow provisions described in 3.68.2.1.1.**

3.68.4 The new EHR system proposed shall be separately priced on the Financial Proposal form (Attachment **F-3** ~~F-4, Service 1~~). At its option, the Department may accept the optional EHR system proposed by the Contractor in its Technical Proposal and as priced in its Financial Proposal or remain with the current EHR system.

3.68.4.1 The Department reserves the right at any time during the Contract term to require the Contractor to implement its described EHR system for the price contained in its Financial Proposal as described in § 3.4. Upon receipt of a NTP for a new EHR, the Contractor shall implement the EHR **system within the timeframe contained in its Technical Proposal.** ~~within 90 days of the NTP.~~

3.68.5 In the event the Department desires to replace the current EHR 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 EHR system.

48. Revise various components of Section 3.69 (**Utilization Review/Utilization Management (UM)**) on page 125, as follows:

3.69.1.2.1.1 The Contractor's Utilization Management nurses will provide On-site infirmary or Off-site inpatient hospital reviews at the direction of DPSCS Medical Director and the Contractor's Utilization Management Medical Director anywhere in the State of Maryland; i.e. reviews may be in an on-site DPSCS infirmary, or in any area hospital, including but not limited to Johns Hopkins, Bon Secour, Washington County, etc. Accordingly, the individuals staffing these positions must be

located within the State of Maryland, preferably in a location(s) proximate to areas with heavy inpatient utilization.

3.69.1.2.3 Hire a Medical Assistance Coordinator who, as part of the Pre-Certification Process, shall review all Inmates for possible eligibility for Medical ~~(Medicaid)~~ Assistance **(Medicaid)** Reimbursement eligibility **prior to release and coordinate their applications with the Department's Social Work regional directors**. As an incentive for the Contractor to aggressively pursue Medical Assistance (Medicaid) eligibility and reimbursement in all potentially eligible circumstances, the Department will permit the Contractor to retain 10% of all such reimbursements (See also § 3.77.2.1 and Contract § 4. 8).

3.69.3.1 The concurrent review program shall include a component of onsite record review. A written plan for frequency and what types of stays will require onsite concurrent review shall be developed and submitted to the Department Contract Manager for approval and implementation within 60 days after the commencement of the full delivery of Inmate services (60 days after the Go Live Date – See § **1.4.3** ~~1.4.2~~). This report is identified in Attachment AA-1 as Initial Utilization Management (UM) Report.

3.69.3.2 The Contractor shall develop and maintain a system for discharge**/release** planning and shall provide recommendation, in consultation with the appropriate Clinician, to the Department Medical Director and/or Department DON for the most appropriate DPSCS setting to be used upon discharge, whether discharged from an infirmary or hospital. The Contractor will give timely notice of discharge to the appropriate ACOM and work with the appropriate ACOM to ensure space availability at the institution/infirmary to which the Inmate will return.

49. Revise various components of Section 3.73 (**Data and Reports)** on pages 130 through 134 and add **Section 3.73.1.4.6**, as follows:

3.73.1.4.1.1. The Department has a Hepatitis C Virus (HCV) ~~Panel~~ **treatment panel** which **is described in the Department's Infection Control Manual** ~~meets at the request of the Medical Director~~. The function of this panel is to review and make recommendations on policies concerning Hepatitis and treatment of individual Inmates. Appropriate personnel of the Contractor shall make presentations to, or consult with, the Panel ~~as requested by the DPSCS Medical Director~~ **and the Department's contracted Infectious Disease Consultants (staff from Johns Hopkins and Univ. of Maryland Hospitals) (See §3.49.3.3)** concerning any matter or patient specific reviews involving Hepatitis.

3.73.1.4.3 OTHER INFECTIOUS DISEASES

3.73.1.4.3.1 The Contractor shall be responsible for importing existing data in the Infectious Disease Database to the DPSCS' S drive and maintaining the database throughout the duration of the Contract with access restricted to the Contractor and the Department's designated personnel. The Contractor will provide information on all **reportable** infectious diseases (MRSA, TB, Hepatitis A, B and C, HIV, influenza, etc.) seen throughout DPSCS facilities. This report shall be submitted to the DPSCS ~~Medical Director~~ **DON** as part of the Contractor's Chronic Care Database (See § 3.30.1.2). Data documenting patients who were provided with immunizations and vaccinations (juveniles), shall be included in the report. The Contractor staff shall enter in information concerning any immunizations that were provided by the Contractor into the DHMH Immun-net system.

3.73.1.4.5 INTERNAL MEDICINE **DIABETES INITIATIVE**

NOTE: The remainder of Section 3.73.1.4.5 is unchanged.

3.73.1.4.6 INR INITIATIVE: International Normalized Ratio

The Contractor will provide support to the Pharmacy Contractor regarding the testing and monitoring of DPSCS Detainees who are on anticoagulant therapy, to maintain them within normal limits and avoid bleeding complications. (See § 1.2.105)

3.73.1.5 Establish and maintain a Peer Review Database for all Clinicians to which the Department shall have continuous access. The database shall be capable of being sorted by professional discipline and date hired of all Clinicians and will contain all of the elements of a peer review for that discipline. The database shall also be separately sorted by Clinicians who are determined to have failed to meet professional standards. **(See § 3.56.1).** For Clinicians judged not to meet professional standards, a report shall be submitted to the DPSCS Medical Director on a priority basis upon the failure to meet standards determination. Aside from the priority notification, a report shall be submitted semi-annually, each year within 10 days of January 1 and July 1, to the DPSCS Medical Director. At a minimum, the database will include:

NOTE: The remainder of 3.73.1.5 is unchanged.

3.73.1.6 The Contractor shall submit a UM report to the Department Medical Director no later than the tenth of the month following the month to which the report pertains consisting of the following components listed in a form and format required by the Department Medical Director:

(5). Section analyzing and trending Administrative Remedy Procedures (ARP) and grievance/complaint data for DPSCS institutions. The report shall include an Assessment of whether corrective action is necessary or appropriate to respond to any trends. **This analysis shall also be provided to the Contract Manager's Management Associate.**

NOTE: Sections 3.73.1.6(1) through 3.73.1.6(4) are unchanged.

50. Revise Section 3.76.1 (**Substitution of Personnel)** on page 135, as follows:

3.76.1 Continuous Performance of Key Personnel

Unless substitution is approved per sections 3.76 (#1-4) of this section, ~~k~~**K**ey ~~p~~**P**ersonnel **(See § 1.2.106)** shall be the same personnel proposed in the Contractor's Technical Proposal, 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 ~~Contract~~ **DPSCS** Manager**/Director (See § 3.7.3)**.

51. Revise Section 3.77.2.1 (**Contract Close-out and Transition)** and add Section **3.77.3**, as follows:

3.77.2.1 All invoices from off-site specialists, hospitals, etc. are paid, ~~that the~~ **that post contract invoices, including any** final invoice**, is submitted** to the Department ~~is submitted within 31 days of the end of the Contract,~~ **as described in § 3.77.3, below,** and that any outstanding third party reimbursements (e.g., Medicaid) are remitted to the Department whenever they are received. (See § 3.3.5 & § 3.69.1.2.3.1)

3.77.3 The DPSCS will escrow the final two (2) semi-monthly contract invoice amounts. Over the next 12 months, the Contractor shall submit proof of payment to the outside vendors for residual claims paid and the DPSCS will release reimbursement amounts equal to the Contractor's proof of payment on a monthly basis. In the 13th month, any funds remaining in escrow will be released to the Contractor. In the event the escrow amount is insufficient to pay all claims for services during the Contract Period, the Contractor is responsible for payment of such claims. (Also see § 3.3.5)

52. Revise various components of Section 4.4 (**Volume I – Technical Proposal)** on page 141, prior to Tab A, as follows:

Technical proposals must be submitted in a separate sealed package.

Personnel Identification Caveat
Where the identification of specific persons to staff specific positions and associated resumes are 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 (Staffing), more consideration will be given to Offerors that can and do provide resumes instead of qualifications/explanations.

53. Revise various components of Section 4.4, Tab D (**Offeror Technical Response To RFP Requirements)** on pages 143 through 151, as follows:

1.3 Set forth the plan by which it 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** ~~1.4.2~~ and 3.16.2).

1.6 Propose staffing for the Department that is sufficient for the complete delivery of all services required under this RFP.

A. The Department has identified the ~~current~~ **recommended** clinical **and non-clinical** staffing plan for the Department in Attachment R. While it is the opinion of the Department that this ~~clinical~~ **Attachment R suggested** staffing plan is appropriate to perform the scope of work outlined in this RFP, the Offeror may propose a different clinical **and/or non-clinical** staffing plan.

B. If a clinical **or non-clinical** staffing plan is submitted that varies from the Department recommendation **in Attachment R**, the Offeror should **submit a chart formatted in the same manner as Attachment R detailing its proposed clinical and non-clinical staffing plan, 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 clinical **and non-clinical** staffing plan using the same titles, location, and format as provided in Attachment R.

D. The clinical **and non-clinical** staffing plan shall be broken-down by SDA and shift.

NOTE: 1.6(E) through 1.6(H) remain unchanged.

1.8 Provide a written plan of active and ongoing recruitment and retention of personnel at all levels, including the hourly rate expected to be paid by position as entered in **the staffing plan chart required in § 4.4 Tab D 1.6 B that shall be prepared in the same format as** Attachment R, any incentives provided for this purpose and any other strategies for recruitment and retention (Sections 3.6 & 3.7).

1.9 Acknowledge the obligation for orientation and training of employees and describe how the proposed process will be implemented. (Section 3.10). Specifically, the Offeror should:

A. Acknowledge the obligation for its **permanent** staff to participate in mandatory Department security orientation and training for up to forty (40) hours prior to beginning work under the Contract and describe how this obligation will be satisfied.

NOTE: 1.9(B) through 1.9(C) remain unchanged.

1.12 Acknowledge that the Contractor bears ultimate responsibility for the delivery of healthcare to the Inmate population in all DPSCS facilities through a system of Intake screening, Intake physical examination and laboratory diagnostic testing, regularly scheduled re-examinations, emergency care in all disciplines, sick call, regularly scheduled chronic care clinics, effective and timely medication administration and management, infirmary care, specialty care and hospitalization.

A. In conformance with § 3.30.1.2, describe the database that will **be** ~~to~~ used to track Inmate attendance at Chronic Care clinics. Also, specifically acknowledge the intended compliance with the requirement to transfer this database and all rights, licenses, source code, etc. thereto to a successor contractor.

E. In conformance with § 3.34.7, describe how Telemedicine specialty care will be available within the first 6 months of the ~~award~~ **Go Live Date** of the Contract for Cardiac, Wound Care, Orthopedic, Optometry, Dermatology and Trauma care, and how Telemedicine will be emphasized in the Eastern and Western SDAs.

H. In conformance with § 3.42, identify how laboratory testing will be performed, including identifying any subcontractor that will be used. Specifically, describe:

1. How laboratory services will be provided 7 days a week and during all hours of the day, if needed.

2. How emergency testing will be accomplished, including meeting required timeframes.

3. The process for providing testing results and documenting the results in the EHR.

Also, acknowledge that all costs for laboratory services, ~~including~~ **excluding** tests requested by staff of the Mental Health Contractor, will be borne by the Offeror, if selected for award.

L. In conformance with § 3.58, describe how all Risk Management requirements will be met, except for the **Pre-Trial** Violence Reduction Program for which a separate response is required per TAB P.

N. In addition to the requirements of § 4.4 TAB D, 1.16 **C** ~~D~~, below concerning the operation of a Methadone program, identify the certified addiction counselors and board certified addictions specialist (See § 3.65.1.5) that will be used to help meet the requirements of § 3.65 and describe how these persons will achieve the objectives and requirements of the Methadone program. For any of the positions for which a specific individual is not identified, describe the process for recruiting for the position.

NOTE: 1.12(B) through 1.12(D), 1.12(F) through 1.12(G), 1.12(I) through 1.12(K) and 1.12(M) remain unchanged.

1.19 Set forth a plan for an internal utilization review program as well as utilization management services for the Dental and Mental Health Contractors. The plan shall include in this program (at a minimum) review of all:

a. Hospital Admissions, Discharge**/Release** Plans and adherence to pre-Certification requirements,

NOTE: The remainder of 1.19 is unchanged.

1.22 Fully describe how the requirements of § 3.69 will be met. Specifically in response to:

~~Also, d~~**D. D**escribe how the objective of maximizing Medical Assistance recoveries will be achieved, and how there will be proper accounting for Medical Assistance recoveries that are to be paid to the Department.

54. Revise Section 4.4, Tab H (**Offeror Professional Nurse Mentorship Program)** on pages 151 through 152, as follows:

In response to RFP § 3.10.1.2.1, the Offeror must describe in its technical response ~~the~~ **its proposed mentoring program.** ~~identification of the registered nurses who will be designated as professional nurse mentors. For each such identified mentor, provide the credentials and training which evidences the appropriateness of these persons to provide such mentoring. Also describe the expected protocol for the use of these mentors; i.e.~~ **At a minimum, the response should** explain when mentors will be used, the type of mentoring to be provided, and how the number and type of personnel identified will be adequate for the level of mentoring required.

55. Revise Section 4.4, Tab L (**Offeror Draft Plan For Enhanced Telemedicine)** on pages 152 through 153, as follows:

In response to RFP § 3.34.7 / § 3.34.8, the Offeror must describe in its technical response the Offeror's draft Plan for enhanced Telemedicine to include additional Telemedicine units as well as peripherals (e.g. to include enhanced imaging cameras, EKGs, blood pressure cuffs, optical examination instruments, etc.). The technical response shall also describe the:

1. Timeframe for implementation if such option is exercised by the Department~~, consistent with an implementation timeframe of 60 days~~, and
2. Required implementation efforts/cooperation by the Department, and/or Other Healthcare Contractors, to specifically include training requirements.

The price to provide this optional service shall be as quoted in Attachment **F-5** ~~F-4, Service 2~~.

56. Revise Section 4.4, Tab M (**Offeror Draft Plan for Future Transfer and Release Requirements, and How Current Transfer and Release Requirements Will Be Implemented)** on page 153, as follows:

In response to RFP § 3.41, the Offeror must:

A. Describe the implementation of a discharge**/release** plan that will be in concurrence with NCCHC Standards for Jails and Prisons, standards of the MCCS, and the Department's Release Policy (Attachment S).

C. Describe the training and skills that the Discharge Coordinator and discharge/release and procedures these personnel will employ to meet all requirements of § 3.41. Also, identify if any personnel other than those specifically required by § 3.41.4 will be used to provide any of the requirements of § 3.41.

NOTE: Sections 4.4 Tab M(B) and 4.4 Tab M(D) through 4.4 Tab M(F) are unchanged.

57. Revise Section 4.4, Tab N (**Offeror Draft Plan For Digitalizing Radiology Services)** on pages 153 through 154, as follows:

In response to RFP § 3.43.4, the Offeror must describe in its technical response how it will implement the optional complete digital x-ray system. Such description shall include the specific type and number of machines and their capabilities. The technical response shall also describe the:

3. timeframe for implementation if such option is exercised by the Department~~, consistent with an implementation timeframe of 60 days~~, and
4. required implementation efforts/cooperation by the Department, and/or Other Healthcare Contractors, to specifically include training requirements.

The price to provide this optional service shall be as quoted in Attachment F-4~~, Service 3~~.

58. Revise the heading of Section 4.4, Tab P from (**Offeror Draft Violence Reduction Program) to (Offeror Draft Pre-Trial Violence Reduction Program)** on page 154, as follows:

In response to RFP § 3.58.3, the Offeror must describe in its technical response the Offeror's draft Plan for providing a **Pre-Trial** Violence Reduction Program.

59. Revise Section 4.4, Tab Q (**Offeror Draft Plan For An Electronic Health Record)** on page 154, as follows:

In response to RFP § 3.68.1, the Offeror must describe in its technical response the Offeror's draft Plan for implementing a replacement Electronic Health Record.

The Offeror shall submit with its Technical Proposal an EHR System's Features Chart. This EHR System's Features Chart will be the EHR system available for the State of Maryland. Example features to accommodate the characteristics of the correctional healthcare delivery system in Maryland, include but are not limited to, dental, ophthalmology, dialysis and other chronic care. The Chart shall identify those items that are included within the price quoted in Attachment F **F-3** ~~F-4, Service 1~~, versus those items that are not included within the **F-3** ~~F-4, Service 1~~ quoted price, but "Can Be Enhanced to Full Capability".

24/7 Help Desk support must specifically be included within the **F-3** ~~F-4, Service 1~~ quoted price. i.e., Help Desk support cannot be included as an additional, separately itemized price.

Any item that is not included within the **F-3** ~~F-4, Service 1~~ price should have the price to implement the item included as an enclosure with Attachment **F-3** ~~F-4~~. If the Department also elects to accept those items on the Chart described as "Can Be Enhanced to Full Capability", those items will be requested through a separate Notice to Proceed for the pricing contained in the **F-3** ~~F-4~~ enclosure. This **F-3** ~~F-4~~ enclosure can have different pricing per Contract Period.

Along with a description of the features of the Offeror's proposed new EHR, the Offeror's Technical Proposal submission should state:

1. The required timeframe for implementation of the new EHR**, including the conversion of active records,** from receipt of a **NTP** ~~NTE, not to exceed 90 days~~;
2. Required implementation efforts/cooperation by the Department, and/or Other Healthcare Contractors, to specifically include training requirements.

See RFP § 3.43 and § 3.68 for details relating to system compliance requirements.

60. Revise the first paragraph of Section 4.4, Tab R (**Personnel/Resumes)** on page 154, as follows:

TAB R. PERSONNEL/RESUMES

The Offeror must describe its personnel capabilities in compliance with the overall performance requirements of the contract. Resumes ~~must~~ **should** be provided for all Key Personnel proposed for this project. **(See the Personnel Identification Caveat included after § 4.4).** Key Personnel include: the UM Medical Director, statewide **Contract Manager (See § 1.2.25)** and regional managers (**if the Contractor proposes to use such positions)**, statewide and regional medical directors, statewide and regional nursing directors, ~~Area Directors of Nursing~~**, Statewide CQI Director, and Statewide Director of Infection Control.** ~~and facility supervisors/managers of nursing for the Service Delivery Areas (SDAs)~~.

NOTE: The remainder of Tab R is unchanged.

61. Revise Section 4.5 (**Financial Proposal)** on page 160, as follows:

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, five copies, and two electronic versions in Microsoft **Excel** ~~Word~~ of the Financial Proposal. The Financial Proposal must contain all **price** ~~cost~~ information in the format specified below **and in Attachment F-1,** and the Proposal Price Form**s** must be submitted and completely filled in (no blanks or omissions).

4.5.2 Do not change or alter the form**s**.

4.5.3 The Proposal Price Form**s are** ~~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 The total Proposal **Evaluated** Price ~~Form~~ page is used to calculate the Contractor's EVALUATED PRICE PROPOSED (Attachment F**-6**).

4.5.5 Nothing shall be entered on, attached to, or referenced in the Proposal Price Forms that alters or proposes conditions or contingencies on the proposal response.

4.5.6. The Offeror shall submit prices **on F-2** for the first three Contract Periods only. Pricing is not required for Contract Periods 4 and 5 because in accordance with §1.34 these prices will be calculated based upon the prior Contract Period's pricing, adjusted by the percentage change in a component of the Consumer Price Index.

4.5.7 The Offeror must submit separate firm fixed prices (See **§ 3.3.4** ~~§ 1.3~~) to provide:

4.5.7.1 Enhanced Telemedicine capabilities, as described in § 3.34.7 **(See F-5)**

4.5.7.2 A complete digital x-ray system, as described in § 3.43 **(See F-4)**

4.5.7.3 A new Electronic Health Record system, as described in § 3.68.1. **(See F-3)**

62. Revise Section 5.7 (**Selection Procedures)** on page 163, as follows:

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.

~~At the sole discretion of the Department this most advantageous Offeror determination will be made based either on Offerors' pricing with a $50,000 Hospital-Based Inpatient Care per Episode Cost Sharing Level (See § 3.3.2.6.1 and Form F-2), or Offerors' pricing with a $25,000 Hospital-Based Inpatient Care per Episode Cost Sharing Level (See § 3.3.2.6.2 and Form F-3).~~

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

63. Replace **Attachment A Contract** with the attached version.

64. Delete Attachments F-1 (Instructions For Completing Financial Proposal F-2, F-3 And F-4), F-2 (Financial Proposal Form – 50k Cap Cost Sharing), F-3 (Financial Proposal Form – 25k Cap Cost Sharing), and F-4 (Financial Proposal Form – Three Optional Services (Firm Fixed Prices)) in their entirety. Replace with the attached Excel document entitled Amendment 4 – Attachment F to represent the revised Financial Proposal Form **Attachments F-1 (Instructions), F-2 (Medical Care and UM), F-3 (New EHR System), F-4 (Enhanced Digital X-Ray System), F-5 (Enhanced Telemedicine), and F-6 (Total Evaluated Priced)**.

65. Revise the title of Attachment R from **Attachment R Medical Staffing Matrix** to **Attachment R Contract Staffing Matrix (Suggested)** and replace with the attached version.

66. Replace **Attachment V Liquidated Damages** with the attached version.

67. Replace **Attachment AA-1 Reports** with the attached version.

68. Revise the RFP to include **Attachment CC Contract Compliance Checklist**.

69. Replace **Attachment EE Radiology Data** with the attached version and add **Attachment EE-1 Radiology Equipment Info**.

70. Revise the RFP to include a new **Attachment HH MCAC Memorandum of Understanding (MOU**).

Date Issued: **October 31, 2011**

By: <signed>
Andrea R. Lockett
Procurement Officer

Enclosures:

Attachment F Financial Proposal Form
Attachment R Contract Staffing Matrix (Suggested)
Attachment V Liquidated Damages
Attachment AA-1 Reports
Attachment CC Contract Compliance Checklist
Attachment EE Radiology Data
Attachment EE-1 Radiology Equipment Info
Attachment HH MCAC MOU