DEPARTMENT OF BUDGET & MANAGEMENT

MARTIN O'MALLEY
Governor

ANTHONY BROWN
Lieutenant Governor

T. ELOISE FOSTER
Secretary

DAVID C. ROMANS
Deputy Secretary

Amendment #5
to
REQUEST FOR PROPOSALS (RFP)

DPSCS INMATE MEDICAL HEALTH CARE AND UTILIZATION SERVICES

SOLICITATION NUMBER DPSCS Q0012013

NOVEMBER 12, 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 various components of Section 1.2 (**Abbreviations and Definitions)** on pages 9 through 17 to reinstate the requirement for Committee membership to include representatives from the Contractor (both Medical and Utilization Management) and representatives from Other Healthcare Contractors, as follows:

1.2.34 "**Department Medical Advisory Council**" means a group of ~~clinicians~~ **interdisciplinary professionals** who review any problematic areas which are brought to ~~their~~ **the** attention ~~concerning the delivery of Inmate healthcare~~ **of the facility management staff (i.e. Warden, Chief of Security, Assistant Warden, Case Management, and psychology staff)**. **Committee** ~~Council~~ membership may include representatives from **the Contractor (both Medical and Utilization Management) and representatives from** Other Healthcare Contractors **who meet to exchange information and to address issues in the delivery of Inmate care**.

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

The Contract that results from this RFP shall be a combination of ~~three~~ **four** different contract type components, described as follows**:**~~.~~

1. The primary contract type component is characterized by Fixed Contract prices that are subject to ~~A~~**a**djustment in terms of variations in the Consumer Price Index and ~~of~~ **variations in** Inmate census ~~variations~~, as described in **RFP §**§ 3.3.1.2 and 3.3.2, respectively. (See COMAR 21.06.03.02.A.(3) and 21.06.03.02.B.(3));

2. Firm Fixed prices for the Acquisition/Implementation Price for the three Optional Services described in RFP §§ 3.3.4.1.1 and 4.5 and Attachments, F-1, F-3, F-4 and F-5). (See COMAR 21.06.03.02 (A)(1));

3. Fixed Contract prices that are subject to adjustment for the License/Maintenance, Customization/Other Prices, and if applicable Mobile Units, for the three Optional Services described in RFP §§ 3.3.4.1.1.2 and 4.5 and Attachments F-1, F-3, F-4, and F-5. (See COMAR 21.06.03.02.A (3) and 21.06.03.02B.(3)). These fixed prices are subject to reduction depending upon when the Department accepts the optional service as being fully implemented as described in § 3.3.4.1.1; and

4. Incentive payments as described in RFP § 3.69.1.2.3 and Contract § 5.4. (See COMAR 21.06.03.04 (A)(2)).

~~2. Another contract type component involves the possibility for the Contractor to receive additional Incentive payments as described in RFP § 3.69.1.2.3 and Contract § 4.8). (See COMAR 21.06.03.04.2); and~~

~~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 Attachments , F-3, F-4 and F-5). (See COMAR 21.06.03.02 A.(1)).~~

3. Revise Section 1.4.4 (**Contract Commencement and Duration**), as follows:

~~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 1.4.2** ~~1.4.3~~**, and the offerings in the Technical Proposal.**

4. Revise Section 1.10 (**Proposals Due (Closing) Date**), 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 **1:00 PM** ~~**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 1:00 PM ~~2:00 PM~~ (local time)** shall not be considered.

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

5. Revise Section 1.19 (**Minority Business Enterprises**), as follows:

Minority Business Enterprises are encouraged to respond to this solicitation.

A Minority Business Enterprises (MBE) subcontractor participation goal of 10% has been established for the Contract to be awarded pursuant to this RFP. The Contractor must attempt to subcontract with certified MBEs for a total subcontract value of at least 10% of the **total value of payments to the Contractor, excluding the cost of the Offsite Secondary Care (See § 1.2.74) and the cost of any Optional Services (See §§ 3.3.4, 4.4 Tabs L, N and Q, and Attachments F-3, F-4 and F-5)**. In order to calculate this Offsite Secondary Care exclusion, with each monthly MBE report the Contractor shall separately identify all Offsite Secondary Care costs incurred for that reporting period. The Department reserves the right to require documentation of all such Offsite Secondary Care costs.

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

For any questions about the MBE Subcontractor participation goal, proper completion of MBE Affidavits, or the MBE program in general, please contact the Procurement Officer prior to the Proposal Due (closing) Date. Questions or concerns regarding the MBE requirements of this solicitation must be raised before the submission of initial proposals.

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

Attachment D-1: Certified MBE Utilization and Fair Solicitation Affidavit must be properly completed and submitted with each Offeror's proposal. Completion means that every MBE has been identified and the requested information provided. An Offeror that does not commit to meeting the entire MBE participation goal outlined in this Section 1.19 must submit a request for waiver with its proposal submission based upon making a good faith effort to meet the MBE goal prior to submission of its proposal (full or partial waiver based on the MBE subcontracting commitment that is made). **Failure of an Offeror to properly complete, sign, and submit Attachment D-1 at the time it submits its Technical Response to the RFP will result in the State's rejection of the Offeror's Proposal to the RFP. This failure is not curable.**

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

6. Revise Section 3.3.2.6 (**Billing / Billing Adjustment for Inmate Census Changes**) to delete § 3.3.2.6.1 (§ 3.3.2.6.2 was deleted in Amendment #4) and create a new **§ 3.3.2.6.1,** as follows:

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.

3.3.2.6.1 For any Episode of Hospital-Based Inpatient Care (See § 1.2.49) for an Inmate/Detainee exceeding $25,000, the Department will pay 50% of these costs; the Contractor will pay the other 50%. 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.

~~3.3.2.6.1 For any Episode of Hospital-Based Inpatient Care (See § 1.2.49) for an Inmate/Detainee exceeding $50,000, the Department will pay 50% of these costs; the Contractor will pay the other 50%. During the last State fiscal year (2010), the total number of Hospital-Based Inpatient Care Episodes exceeding $50,000 was 33 cases and the total dollar amount was about $4,000,000.~~

~~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.~~

7. Revise Sections 3.3.4.1.1 and 3.3.4.1.2 (**Billing / Pricing for Optional Services**) to delete the existing Sections 3.3.4.1.1 and 3.3.4.1.2 and replace with a new **§ 3.3.4.1.1** and **§ 3.3.4.1.2,** as follows:

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 The 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.~~

3.3.4.1.1 For the Contract Period when an optional service is first installed/implemented the Contractor will be paid a pro rata share of its firm, fixed price for acquisition/implementation on price forms F-3, F-4 and F-5 in accordance with the milestone pay out points described in its Technical Proposal (See § 4.4 Tabs, L, N and Q). For this first Contract Period of installation/implementation the Contractor will not receive a higher percentage of its acquisition/implementation price than this Contract Period represents of the remainder of the Contract term. If installation/implementation and Acceptance (Acceptance is explained in § 3.3.4.1.2) has occurred during the Contract Period within which it was projected to be installed/implemented, for each Contract Period thereafter the Contractor will be paid the balance of its acquisition/implementation price evenly amortized on a monthly basis over the remainder of the Contract term.

For instance, under Scenario 2, for an optional service that is installed/implemented in the 2nd Contract Period, there are only 4 Contract Periods over which to amortize the acquisition/implementation price. Accordingly, the Contractor's milestone payout points for the first Contract Period of installation/implementation cannot exceed 25% of the total acquisition/implementation price. The remaining 75% of the

installation/implementation price will be paid out in equal monthly increments over the remaining 3 Contract periods.

Under Scenario 3, for an optional service that is installed/implemented in the 3rd Contract Period, there are only 3 Contract Periods over which to amortize the acquisition/implementation price. Accordingly, the Contractor's milestone payout points for the first Contract Period of installation/implementation cannot exceed 33.3% of the total acquisition/implementation price. The remaining 66.7% of the installation/implementation price will be paid out in equal monthly increments over the remaining 2 Contract periods.

For example, if an optional activity with a quoted acquisition/implementation price of $300,000 is implemented in the 3rd Contract Period, the Contractor can be paid $100,000 (1/3rd of the quoted price) during the 3rd Contract Period in accordance with the Contractor's milestone payout points identified in its Technical Proposal. For the 4th and 5th Contract Periods the Contractor would be paid $200,000 evenly over the 24 months remaining in the Contract term, or $8,333 per month for each of those 24 months.

However, if installation/implementation and Acceptance did not occur within the Contract Period as was originally projected the Contractor would receive no payments during this Contract Period, beyond those payments specified for milestones actually achieved during the Contract Period. Instead, the Contract Period during which installation/implementation and Acceptance actually occurred would become the Contract Period within which the payment methodology described above would apply.

For instance, if Scenario 2 was originally projected to occur, with installation/implementation expected during the 2nd Contract Period, and instead installation/implementation occurred during the 3rd Contract Period, the circumstances described in Scenario 3 would apply.

~~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.~~

3.3.4.1.2 In its final Technical Proposal the Contractor will have provided an expected timeframe for implementation, including acceptance by the DPSCS Contract Manager as being fully compliant with the Technical Proposal offerings (Acceptance) for each of 3 optional services, under 5 different Implementation Scenarios (See § 4.4 Tabs L, N and Q). For other than the fixed acquisition/implementation price discussed in 3.3.4.1.1, if complete implementation and Acceptance occurs within the timeframe proposed by the Contractor in its Technical Proposal, the Contractor may bill and be paid in equal monthly increments the full prices entered on each respective optional service price form (F-3, F-4, and F-5) for the Contract Period during which the optional service is to be implemented/Accepted (i.e., Contract Period 1 for Scenario 1, Contract Period 2 for Scenario 2, Contract Period 3 for Scenario 3, and so forth).

For example, if implementation Scenario 1 is selected by DPSCS, if the Contractor anticipates taking 4 months to implement the optional service, the Contractor can anticipate being paid the Contract Period 1 prices (other than acquisition/implementation price) in 8 equal monthly amounts (12 months minus 4 months). Should implementation and Acceptance actually take 3 months, the Contractor would be paid the full Contract Period 1 prices (other than acquisition/implementation prices) in 9 equal monthly amounts (12 months minus 3months). In each case, payments for Contract Periods 2 through 5 prices (other than acquisition/implementation prices) will be paid in 12 equal monthly payments during each respective Contract Period.

Also by way of example, if, on the other hand, implementation Scenario 3 is selected by DPSCS, rather than Implementation Scenario 1, and the Contractor anticipates taking 4 months to implement the optional service, the Contractor can anticipate being paid the Contract Period 3 prices (other than acquisition/implementation prices) in 8 equal monthly amounts. Should implementation and Acceptance actually take 3 months, the

Contractor would be paid the full Contract Period 3 prices (other than acquisition/implementation price) in 9 equal monthly amounts. In each case, payments for Contract Periods 4 and 5 prices (other than acquisition/implementation costs) will be paid in 12 equal monthly payments during each respective Contract Period.

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

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

A NTP for a given optional service was provided in the second Contract Period with installation/implementation to commence as of the beginning of the 3rd Contract Period, but during the 3rd Contract Period the implementation/Acceptance did not occur. If in the 13th month of installation/implementation activity (the first month of Contract Period 4) the optional service is implemented/Accepted, the Contractor would invoice and be paid 1/11th of its 4th Contract Period prices (other than for acquisition/implementation which will be paid as described in § 3.3.4.1.1) each month during the 4th Contract Period. There would be no payment for 3rd Contract Period prices (other than acquisition implementation).

8. Revise Section 3.3.5 (**Billing / Post Contract Invoicing and Final Contract Invoice**), as follows:

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 for the delivery of secondary care medical services for Inmates 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 of the Contract ~~period for the delivery of secondary care medical services for Inmates~~, the Contractor may submit monthly ~~bills~~ invoices to the Department seeking reimbursement of residual claims for the delivery of secondary care medical services for Inmates 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 during the period when the Contract was in effect, 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.

9. Revise various components of Section 3.6 (**Contractor Staffing and Management**), as follows:

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 exclusively administrative (non-clinical) position occupied by an individual licensed as a Physician, PA, CRNP, RN, or LPN is not subject to the 96% or 100% Fill Rate, as described in § 3.6.1.2 and § 3.6.1.3. ~~is construed to be a clinical position, regardless of the actual duties of the position.~~

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 § 1.2.25** ~~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**, unless the DPSCS Manager/Director (See § 3.7.3) agrees in writing to a different reporting structure**. 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.

3.6.4 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, ACOMs shall be able to directly make entries into the system for approval or disapproval of schedule changes.** ~~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.~~

10. Revise Section 3.17 (**Sufficiency of On-site Emergency Care**), as follows:

In staffing institutions, the Contractor shall ensure that sufficient personnel with competencies in emergency care are on-site to preclude the necessity of transporting Inmates off-site for suturing, venopuncture, IV initiation, routine EKG interpretation, chest and long bone radiographic interpretation and routine ~~ortho~~ **orthopedic** splinting, performing electrocardiogram tests and interpreting results, taking x-rays and interpreting results~~, chemotherapy~~ and other related services.

11. Revise Section 3.18.1 (**Physician on Call Coverage**), as follows:

3.18.1 The Contractor shall designate on-call physicians to deliver on-call coverage whenever a physician is not present at an institution. The on-call physician shall respond by telephone to institution-based calls within fifteen minutes of the telephone call for service and shall provide direction to the caller. If requested to do so by the ACOM, Warden or Warden designee, or if the situation warrants direct Assessment, the on-call physician shall report to the institution within one hour after notification. Any call to an on-call physician shall be appropriately documented within the EHR or appropriate

patient chart. **The documentor shall take precaution in how this conversation is documented to avoid risk management issues, i.e. documentor shall state facts and offer no opinions regarding Clinician response.** On-call physicians shall document all encounters, including onsite, remote and after hours consultations in the EHR within 12 hours ~~of all calls~~. **If that 12 hour timeframe falls on other than a Business Day the encountered documentation must occur by the close of the next Business Day.**

12. Revise Section 3.19.2 (**Work Initiation Conferences / Contract Kick-Off Meetings**), as follows:

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 § **1.4.1** ~~1.4.2~~). 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.

13. Revise various components of Section 3.21 (**Equipment and Supplies**), 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**~~ proposed **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~~):

3.21.1.4 Equipment for the on-site storage of medications and/or biologicals received from the Pharmacy Contractor, and medication carts for the delivery of medications to the Inmate population, as well as emergency carts for responding to crises throughout the institutions shall be the responsibility of the Contractor. However, the provision of barcode scanners used to read Pharmacy deliveries shall be the responsibility of the Pharmacy Contractor**, except as described in § 3.29.2(4).**

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~~ facility's 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.**

14. Revise Section 3.22.1 (**Ambulance/Transportation Services**) from § 3.22.1 to **§ 3.22.1(A)** and add a new **§ 3.22.1(B)**, as follows:

3.22.1(A) If the Clinician determines that an Inmate can be safely transported by Departmental personnel and equipment, the Contractor's Staff shall make arrangements through the transportation office at the facility for the facility to provide the transportation.

(B) However, in the event the Department cannot provide transportation within a medically appropriate timeframe, the Contractor must make arrangements for ambulance or other suitable transportation in the same manner as described in § 3.22.2. The Contractor will bear the expense of any such transportation.

15. Revise Section 3.34.5 (**Specialty Care – General and Telemedicine**) to add a new **§ 3.34.5.1**, as follows:

General

3.34.5.1 For University or community hospital based specialists, DPSCS will accept the specialist as being vetted and qualified in terms of meeting the requirements of this section.

16. Revise various components of Section 3.69 (**Utilization Review/Utilization Management (UM)),** as follows:

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 **in excess of $100.00 for the full duration of the contract** (See also § 3.77.2.1 and Contract § **5.4** ~~4. 8~~).

17. Delete the Errors and Omissions Aggregate Limit in Section 3.78 (**Insurance Requirements),** as follows:

- ~~Errors and Omissions Aggregate Limit – The Contractor shall purchase and maintain Errors and Omissions liability coverage in the minimum amount of $10,000,000 $2,000,000.~~

NOTE: The remainder of § 3.78 remains unchanged.

18. Revise the RFP to add a new Section 3.79 entitled **Responsibilities for Interstate Compact Inmates**, as follows:

3.79.1 For other States' inmates who are housed in Maryland, the Contractor must seek pre-certification from the other States prior to offsite specialty care, elective inpatient and non-emergent/urgent services being rendered, irrespective of whether such care/services are provided offsite or via telemedicine. It is expected that the other States will reimburse the Contractor for payment of any such services that have been pre-certified by that State. Any Interstate Compact inmate (i.e. other States' inmates who are housed in Maryland) requiring emergent care offsite should have those services completed thru the offsite medical facility and then subsequently reported to the other States within 24-hours so that retroactive certification can be obtained. It is expected that the other States will reimburse the Contractor for payment of approved offsite services.

3.79.2 For Maryland inmates housed in other States, it's expected that the other States will obtain pre-certification from the Contractor prior to offsite specialty care, elective inpatient and non-emergent/urgent services being rendered. The Contractor will be responsible for payment of services for Maryland inmates housed in other States for the offsite care that is authorized by its Utilization Management (UM) team. Any Interstate Compact inmate (i.e. Maryland inmates housed in other States) requiring emergent care offsite should have those services completed thru the offsite medical facility and then subsequently reported to UM within 24-hours so that retroactive certification can be provided. The Contractor is responsible for these offsite emergent care services when retroactively certified.

3.79.3 If the DPSCS Medical Director or other States' Medical Director makes the determination that the inmate is to return to his/her primary state for continued medical treatment, the Contractor shall facilitate the medical transportation arrangements to transport that inmate back to its home state. Concerning out-of-state Interstate Compact Inmates being returned to Maryland, the DPSCS Medical Director in his/her sole discretion shall make the final determination of the mode of transport to return the inmate to Maryland. As per § 3.22.3.1, 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.

19. Revise various components of Section 4.4, Tab D (**Offeror Technical Response To RFP Requirements) #1.6**, as follows:

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. **Caveats:**

(1) Certified Medical Assistants (CMAs) may not be proposed to work under this contract;

(2) An offeror may not fail to include any position that is specifically required within Section 3 of the RFP, most if not all of which are identified under Specialist Staffing Requirements in the Contract Compliance Checklist (Attachment CC); e.g. Discharge/Release Planning Nurses;

(3) Although not noted anywhere in the current Attachment R, Offerors are encouraged to include CNAs (Certified Nursing Assistants) and GNAs (Geriatric Nursing Assistants) in infirmaries to use staffing most efficiently and effectively.

20. Revise various components of Section 4.4, Tab D (**Offeror Technical Response To RFP Requirements**) to add a **new** **§ 1.26(A)** and **§ 1.26(B)**, as follows:

1.26 (A) As pertains to the requirements of § 3.35.1, describe the type of testing that will be used to evaluate Inmate's near and far vision.

(B) As pertains to the requirements of § 3.36, describe the type of equipment (other than a tuning fork alone), used to test and assess low pitch and high pitch hearing deficiencies in Inmates, with specific emphasis on predominantly Intake facilities and the testing of juveniles.

21. 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. ~~t~~**T**imeframe **and milestones** 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
3. **Consistent with the requirements of § 3.3.4.1.1, the percentage of the Offeror's quoted acquisition/implementation price to be paid based on milestones and acceptance. NOTE: Do not provide any actual dollar prices in this technical response; simply percentages.**

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

22. 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:

1. ~~t~~Timeframe **and milestones** 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.
3. **Consistent with the requirements of § 3.3.4.1.1, the percentage of the Offeror's quoted acquisition/implementation price to be paid based on milestones and acceptance. NOTE: Do not provide any actual dollar prices in this technical response; simply percentages.**

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

23. 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 **and milestones** 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.
3. **Consistent with the requirements of § 3.3.4.1.1, the percentage of the Offeror's quoted acquisition/implementation price to be paid based on milestones and acceptance. NOTE: Do not provide any actual dollar prices in this technical response; simply percentages.**

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

24. Replace **Attachment F Financial Proposal Form** with the attached version in Excel.

25. Replace **Attachment R Contract Staffing Matrix (Suggested)** with the attached version.

Date Issued: **November 12, 2011**

By: <signed>
Andrea R. Lockett
Procurement Officer

Enclosures:
Attachment F Financial Proposal Form
Attachment R Contract Staffing Matrix (Suggested)